

Northern Illinois Independent Purchasing Cooperative

SECTION 1.

Request for Proposal Selected Commercial Foods

Proposals will be received until: April 9, 2025
9:30 A.M. Local Standard Time
At Which Time Proposals Will Be Publicly Opened

At: Arlington Heights School District 25
1200 S. Dunton Ave.
Arlington Heights, IL 60005

For additional information please contact: Sandy Voss, NIIPC President
niipcinfo@gmail.com

The undersigned offers and agrees that, should this proposal be accepted, they will sell to a designated distributor in accordance with Section 3 and 4 (General and Operational Conditions) the food specified in Section 7 of this invitation, and which have been awarded to them, at the price quoted in this proposal and in compliance with the General and Operational Conditions set forth in this invitation.

RETURN PRICE PROPOSAL FORM, A USB FLASH DRIVE AND ALL LEGAL FORMS TO:

Arlington Heights School District 25
Attn: NIIPC Bid
1200 S. Dunton Ave.
Arlington Heights, IL 60005

SECTION 2 - GENERAL INFORMATION

2.1 Cooperative Purchasing Efforts

A group of self-operated school districts located in Illinois have agreed to combine their food service needs into a cooperative purchasing agreement and purchase in accordance with the attached specifications. The name of this cooperating organization is the Northern Illinois Independent Purchasing Cooperative, hereinafter referred to as the NIIPC.

2.2 Purpose

- a. The purpose of this proposal is to establish a contract between the NIIPC and Vendors for products used in Child Nutrition Programs.
- b. This contract will establish a maximum price that participating organizations will pay for any item covered by the contract during the term of that contract.
- c. The NIIPC has established a separate contract for the distribution of these items to the participating member organizations. The designated distributor will be responsible for purchasing, warehousing and distributing the products.

- d. Vendors are obligated to furnish the items covered by the contract at reasonable intervals to maintain freshness and quality at prices that do not exceed the contract price.

2.3 Timeline of RFP

March 5, 2025	RFP available for distribution.
March 19, 2025	Final date to request clarification.
March 21, 2025	Last date for addenda to be emailed.
April 9, 2025	Public Opening of Proposals at 9:30 AM Arlington Heights Administrative Offices 1200 S. Dunton Ave., Arlington Heights, IL 60005
April 17, 2025	NIIPC Board of Directors approves award recommendation.
July 1, 2025	Contract commences.

2.4 Method of Award

Section 1: Technical Score - Maximum possible score **50 points**

Possible points for each of the following categories:

30 pts. 1.) Accurate product information, calculations and extensions of RFP prices on the Pricing Form (Section 7) on both printed form and USB Flash Drive.

20 pts. 2.) Submission of nutrition,ingredient product specifications, addendum form as requested in electronic format.

Section 2: Pricing Score - Maximum possible score of **150 points**

Pricing Score will be computed by dividing the Vendor’s total cost of products into the lowest total cost of all proposals, then multiplying by the maximum score for price.

SECTION 3 - GENERAL CONDITIONS

3.1 Proposal Submission

Written proposals and USB Flash Drives, sealed in an envelope clearly marked “4/9/25 NIIPC RFP Commercial Products” with the Vendor’s Name clearly printed on the outside will be received by the NIIPC until 9:30 A.M. Local Time, April 9, 2025, at the Arlington Heights School District 25 Administration Building 1200 S. Dunton Ave., Arlington Hts, IL 60005. Proposals received after that time will be returned unopened. The NIIPC reserves the right to reject any or all proposals and to waive informalities as it deems it to be in the best interest of the cooperative. Proposal files will be available and may be examined by Vendors following the award of the contract during normal working hours at Arlington Heights School District 25 Administration Building, but not before April 17, 2025. A minimum of seventy-two hours’ notice requesting an appointment shall be required (niipcinfo@gmail.com). No files may be removed from the premises.

Copies of any non-proprietary information may be obtained at the rate of \$1.00 per page.

3.2 Compliance

Failure to meet the requirements of the specifications in any area not considered an informality will cause the proposal to be deemed non-responsive and the proposal shall be rejected.

3.3 Vendor Responsibility

It shall be incumbent upon each Vendor to understand the provisions of this proposal document and, when necessary, obtain clarifications prior to the time and date set for submission. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

3.4 Clarification Requests

If a clarification is required, the request shall be made in writing to the NIIPC no later than **March 19, 2025**. Email clarification requests shall be sent to niipcinfo@gmail.com. No response will be given to telephone requests. Any non-compliant proposal offered as a result of a verbal response to a telephone request will be rejected. Any protest based on such a rejection will not be heard. The NIIPC will respond to requests by email correspondence or in the form of a written addendum if it is determined that all prospective vendors should benefit from the clarification. An addendum may serve to delay the submission date to a time sufficient for all Vendors to respond to the addendum. **No addenda will be issued after March 21, 2025.**

3.5 Preparation and Submission of Offer

- a. The offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. The authorized agent of the Vendor must initial all corrections made by the Vendor in blue ink.
- b. A manual signature in **blue ink** of an authorized agent of the Vendor must be placed in the space provided on the Contractor's Information Sheet. **The fully completed Legal Forms of this solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the Legal Forms provided at the end of the solicitation, its Offer shall be deemed invalid and shall not be considered.**
- c. Offers submitted via facsimile machines or e-mail will not be accepted.
- d. Vendors that qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The NIIPC reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with NIIPC terms and conditions, or if they are not in the best interest of the NIIPC.
- e. Proposals received after the time specified in this Request for Proposal will not be considered. The method of transmittal of the proposal is at Vendor's risk of untimely receipt by the District.

- f. Case prices shall be quoted by the Vendor on a USB Flash Drive and the Solicitation's Specification and Pricing Form (**Section 7**) and shall be for the **unit of measure requested (case)**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

3.6 Withdrawal of Offers

Offers may be withdrawn prior to the time and date set for submission. Such requests must be made in writing on company letterhead.

3.7 Rejection of Offers

The NIIPC may, at its sole and absolute discretion:

- a. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors.
- b. Reject proposals that do not provide information as listed in Section 4.7.
- c. Reject all proposals and re-advertise this solicitation.
- d. Postpone or cancel the process.
- e. Waive any irregularities in the Offers received in conjunction with this Solicitation.

No damages shall be recoverable by any challenger as a result of these determinations or decisions by the NIIPC.

3.8 Elimination from Consideration

An Offer may not be accepted from, nor any contract be awarded to, any person or firm which has failed to faithfully perform any previous contract with the NIIPC, state or federal government, for a minimum period of two years after this previous contract was terminated for cause.

3.9 Award

Award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to the NIIPC, taking into consideration the price and Evaluation Factors set forth in Sections 2 and 6. The proposal will be accepted or rejected within forty-five (45) days of opening, following approval by the NIIPC Board of Directors.

3.10 Proposal Clarifications

Following the public opening of the Proposals, the NIIPC may conduct discussions with responsible Vendors whose proposals are determined to be reasonably acceptable for award in order to obtain clarification to assure full understanding of, and conformance to, the solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers; such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

3.11 Termination of Contract

- a. Prior to the intended date of termination, either party may cancel the contract for cause upon issuance of a thirty (30) day written notice. Cause for the NIIPC to cancel shall include, but is not limited to, failure on the part of the Vendor to perform in compliance with the specifications and/or contract conditions.
- b. In the event of a cancellation initiated by the Vendor, the Vendor will be required to honor all orders or requisitions issued by the distributor prior to the effective date of the cancellation and received by the Vendor within a seven (7) day period subsequent to the effective date of the cancellation. Any orders covered by this clause will be delivered at a price that does not exceed the price set by the contract.

3.12 Contract Conditions

- a. This contract shall be governed in all aspects as to validity, construction, capacity, and performance, or otherwise, by the laws of the State of Illinois.
- b. Vendors providing service under this Request for Proposal, herewith assure the NIIPC that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Vendors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Labor regulations (41 CFR Part 60).
- d. Purchases made under provisions of any contract established as a result of this invitation are exempt from federal, state and local taxes; Vendors shall quote prices that do not include such taxes. State Sales and Use Tax Certificate of Exemption form will be issued upon request. The NIIPC and its member districts shall not be responsible for payment or reimbursement of any taxes paid by the Vendor during the terms of this contract.
- e. Vendors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with Vendor’s performance of work under this contract, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or disability.
- f. Since the goods to be acquired under this request for proposal will be purchased in part or in whole with federal dollars, products shall be procured, packaged and inspected in accordance with all federal, state and local government standards and all applicable regulations such as Pure Food, Drug, and Cosmetic Act (Title 21 CFR), Agricultural Marketing Act, Fish and Wildlife Act, Meat Inspection Act, The Tariff Act, Poultry Products Inspection Laws, The Perishable Agricultural Commodities Act and Antitrust Laws. Certification of compliance with the following Acts is required: Energy Policy and Conservation Act (PL 94-163); Occupational Safety and Health Act and the standards and regulations issued thereunder; Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60; Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Water Act (333 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency Regulations (40 CFR Part 15).

- g.** By signing this document, the Vendor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. The Vendor certifies that collusive action is a violation of federal law and can result in fines, prison sentences and civil damage awards. If a Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the Vendor shall disclose that information in its offer. Failure to do so shall result in rejection of its offer and shall constitute grounds for termination of the Agreement. The Vendor shall have a continuing obligation to disclose to the NIIPC's lead district any proceedings commenced during the term of this Agreement which might result in debarment, suspension or disqualification from participation in public procurement activities and such proceedings shall constitute grounds for termination of this Agreement.
- h.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the NIIPC.

3.13 Contract Duration

The duration of this contract shall be for a period of twelve (12) months from the **effective date of July 1, 2025**. The NIIPC reserves the right to renew the contract for an additional year and continue to renew it annually up to a total of four additional years. Renewals shall occur only when mutually agreeable to the NIIPC and the contracted vendor. Should a renewal of this contract not be agreed upon, the NIIPC reserves the right to extend the terms for up to ninety days to continue a source or sources of supply until a new or replacement contract is completed.

3.14 Volume

The quantities indicated on the proposal form are based on the previous year's purchases and are accurate to the best of our ability to gather the data. However, Vendors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

3.15 Fixed Firm Pricing/Market Emergency

Quoted prices shall remain in effect for one (1) full year from the commencement of the contract. It is understood that, with unexpected market emergencies, pricing for a twelve-month period may not be realistic. In the event of an uncustomary increase or decrease in the market price of any item or items covered by the contract, the NIIPC will consider negotiated price adjustments (increases or decreases) when substantiated by independent third-party market commodity bulletins over a thirty (30) day period in advance of the request, and when the resulting price change would be six percent (6%) or greater. Allowable third party market bulletins for market adjustments are:

- a.** Urner Barry Market Reports {Price Current or National Provisioner Sheet
Urner Barry Publications Inc., PO Box 389, Toms River, New Jersey,

08754-0389} exact indicator to be agreed upon between the NIIPC and the successful Vendor at the time of the initial award.

- b. Food Institute Reports
- c. U.S. Department of Energy, Energy Information Administration (EIA) Weekly Retail On-Highway Diesel Fuel Survey.
- d. Third-Party Market Bulletins proposed by the successful Vendor, exact location and federation to be agreed upon between the NIIPC and the successful Vendor at the time of the initial award.
- e. An exception to this stipulation is that bid prices are to remain firm from the initial award period of July 1st through September 30, 2025.

3.16 Default

- a. In the event of default by the successful Vendor, the NIIPC may terminate the whole or any part of its order under this contract. Reasons for default shall include, but not be limited to, failure to meet contract terms delineated herein or failure to conform to specifications. The successful Vendor shall be liable for any difference in cost between agreed price and price paid to an alternate Vendor, including expenses incurred to make alternate purchases. Should the NIIPC bring suit against the defaulter and prevail in such action, the defaulter shall pay all reasonable attorneys' fees and other expenses for such litigation. In the event of default, the NIIPC shall have the option to collect ten percent (10%) of the contract price value of the defaulted items ordered but not delivered as specified.
- b. In the event that any successful Vendor shall default, cancel or cause to have canceled the contract, that successful Vendor shall have forfeited the right to offer proposals for contracts originating from the NIIPC for twenty-four (24) months or two contract periods, whichever is the longer.
- c. Strikes, Acts of God, and similar causes not under control of the vendor will be considered exempt from this default provision.
- d. The NIIPC reserves the right to cancel without penalty any articles or services which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor, provided satisfactory proof is furnished to the NIIPC if requested.

SECTION 4 - OPERATIONAL CONDITIONS

4.1 Price Quotes

Quoted prices should be offered F.O.B. Gordon Food Service 10901 38th St Kenosha, Wisconsin 53144.

4.2 Bid Allowances and Volume Incentives

- a. Each Vendor is encouraged to offer bid allowances or volume incentives by product line and to explain the application of such bid allowances or volume incentives. The NIIPC or the designated distributor will file bid allowance requests to Vendors on behalf of each district.

- b. Distributors will **not** be qualified for the bid allowances and incentives offered in this proposal. Bid allowances and volume incentives will be included in award criteria.
- c. Bid allowances and incentives should be quoted in Section 7.
- d. Any bid allowance or incentive offered is to remain in effect for one full year from commencement of the contract.

4.3 Evaluation of Proposals

In general, an item will be awarded to one Vendor. The NIIPC reserves the right to award or reject proposals on each item separately, as a group of similar items, or as a whole Vendor award, whichever is in the best interest of the NIIPC; or to waive irregularities of a proposal when in the best interest of the NIIPC. As indicated in Section 2 and 6, the following evaluation factors will be considered in awarding the negotiated contract to determine best overall value:

- Pricing Proposal = 75%
- Total Technical Score (Section 2.4) = 25%
- Submittal Errors may result in deduction of value points.

4.4 Competitive Negotiations

Illinois State Law and USDA regulations require that the NIIPC follow one of several prescribed procurement/acquisition processes. The NIIPC takes the proposal process seriously; it is the intent of the NIIPC to solicit proposals that are accurate and that Vendors intend to honor. Vendors are advised that the NIIPC intends to use competitive negotiations in an effort to obtain best value for all desired terms of pricing, processing and miscellaneous factors. The NIIPC intends to make awards to those Vendors that best meet the NIIPC's expectations, balancing the highest standards of quality, creativity of proposals and services and value with the lowest costs. The NIIPC also reserves the right to award entire product categories or groups to a single supplier if it is in the Cooperative's best interest.

4.5 Specifications/Pre-Approved Brands for Equality

It is the intent of the NIIPC to afford maximum competition and equal opportunity to any potential Vendor. Brand names and product numbers provided represent the products selected which have generally been tested and are acceptable to our student population. These products form the basis and standard for brand equality, quality and taste preference evaluations.

4.6 Ability to Supply/Deliver

Proposals should be offered and prices quoted only if merchandise can be obtained and delivered on regular delivery schedules and in delivery amounts required by the NIIPC. The NIIPC shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the contract price and the cost of an equivalent item obtained by quotation through another vendor. Strikes, Acts of God, and similar causes not under control of the Vendor

will be considered exempt from this default provision. **This is intended only as a last recourse and not as a deterrent to Vendors.** Vendors should confirm their inventories, shippers and suppliers before submitting proposals. Prior to awarding the contract, the NIIPC reserves the right to require a successful Vendor to submit evidence of its ability to meet orders of desired shipment sizes within requested delivery windows.

4.7 Vendor Specifications, Ingredient Labels, Nutrient Analysis, Product Formulation for USDA Meal Contribution

Vendors shall provide with the proposal an electronic copy (flash drive) which includes: Ingredient labels (must include saturated fat, sodium, trans fat, and added sugar content as applicable), nutrient analysis per serving or per 100 grams of product, the usual number of servings per case, the typical number of pieces per serving and certification of USDA meal contribution, if applicable. If the product is not CN labeled, the vendor shall provide either the product formulation or a signed letter of guarantee stating that the item satisfies parameters of the USDA Child Nutrition Breakfast and/or Lunch Program, e.g., 1³/₄ oz. protein, 1/4 cup fruit, 1/2 cup vegetable, etc.

4.8 Quality/Acceptability Problems Discovered After Contract Award

If after contract award, a Vendor's products do not perform as the Vendor stated, or if student acceptability of awarded product(s) is poor, the NIIPC will notify the awarded Vendor and report the quality issue in writing via email or fax in an attempt to resolve. If the problem is not resolved to the NIIPC's satisfaction **within a maximum of 30 days** after company notification, the contract may be canceled and re-awarded to the next vendor. Furthermore, if the contract is canceled, that product will be excluded from consideration on future contracts until the product is reformulated and proven to be satisfactory through testing by the NIIPC member districts.

4.9 Product Changes

In the event the Vendor should modify any product covered by this contract, it shall be incumbent upon that Vendor to notify the NIIPC sixty (60) days in advance of any proposed change.

- a. The pricing for the modified product must be adjusted to maintain equivalent portion/case pricing as for originally awarded product.
- b. Should the modified product not meet NIIPC acceptability standards, the NIIPC reserves the right to remove the product from the qualified products list and to purchase the item from an alternate supplier.
- c. Vendors shall provide with the modified product: Ingredient labels (must include saturated fat, sodium, trans fat, and added sugar content as applicable), nutrient analysis per serving or per 100 grams of product, the usual number of servings per case, the typical number of pieces per serving and certification of USDA meal contribution, if applicable. If the product is not CN labeled, the Vendor shall provide either the product formulation or a signed letter of guarantee stating that the item satisfies parameters of the

USDA Child Nutrition Breakfast and/or Lunch Program, e.g., 1¾ oz. protein, ¼ cup fruit, ½ cup vegetable, etc.

4.10 Inspection/Acceptance/Rejection

- a.** Inspection and acceptance or rejection of all items shall be conducted by the designated distributor, which will act on behalf of the NIIPC and shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the proposal or to the sample submitted by the Vendor; not at the proper temperature; not fresh; or damaged in any way, etc. All articles so rejected shall be promptly removed from the designated distributor's premises at the Vendor's expense within twenty-one (21) days. No brand or product substitutions will be accepted unless written prior approval is obtained from the NIIPC or its authorized representative. Items found to be defective or not in accordance with the contract specifications shall be replaced within ten (10) days by the successful Vendor at no cost to the NIIPC participating member districts. Failure to replace items not meeting the contract specifications and/or defective items shall be considered sufficient cause for default action under the default provision of the Contract.
- b.** A second inspection/acceptance/rejection process shall occur at the end user level, either school sites or school district warehouses. Products found to be unacceptable at this level shall be rejected at the dock, or upon opening the case in the event of hidden damage. The reason for the refusal will be documented and the designated distributor shall be informed to obtain credit or replacement at no additional charge.

4.11 Warranty

The Vendor or his assigned agent shall guarantee the food products against all defects. The Vendor agrees that all items furnished under this contract shall be covered by the most favorable commercial warranties that the Vendor provides any customer for such items and that the rights and remedies provided therein are in addition to any other provision of this contract. The Vendor shall provide copies of all warranties which shall apply to deliveries under this contract with its proposal.

4.12 Hold Harmless Clause

The Vendor shall hold harmless and indemnify the NIIPC, the lead district, its member districts, their Board Members, the designated distributor and their respective officers and employees for every claim, demand, suit and award which may be made by reason of:

- a.** Any injury or death to person or property damage or loss sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the Vendor or any person, firm or corporation, directly or indirectly employed by it upon, or in connection with, its performance under the contract;

- b. Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted formula, secret process, or patented or non-patented invention in the performance of the services called for under the contract;
- c. The Vendor, at its own expense and risk, shall bear all reasonable attorneys' fees, costs and expenses which may be incurred in defending against any legal proceeding that may be brought against the NIIPC, the lead district, member districts and the designated distributor, as well as their officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

4.13 Product Protection Liability/Guarantees

- a. The Vendor whose name and address appear on the product package is the responsible party for Product Protection Liability. Vendors shall take immediate action to correct any situation in which product integrity is violated. In the event of a mandatory or voluntary recall, the Vendor shall remove or authorize disposal of all recalled product from the designated distributor within twenty-one (21) days, and shall replace the product with new product at no cost to the NIIPC or the designated distributor as soon as possible. The Vendor shall furnish the NIIPC with a Certificate of Insurance within ten (10) working days after contract award that indicates that comprehensive product liability insurance coverage is in force or has been obtained and lists the NIIPC, the lead district, its member Districts, their Board members, employees, agents and volunteers as additional insured. This policy shall be a comprehensive policy in an amount not less than \$6,000,000 combined single limit per occurrence for bodily injury or death. Companies authorized to do business under the laws of the State of Illinois shall issue this insurance policy. The Company must be rated not less than "A-" by the latest edition of Best's Insurance Guide, which is published by A.M. Best Company, Oldwick, New Jersey.
- b. The successful Vendor shall notify the NIIPC and the designated distributor **immediately** upon voluntary cancellation by the Vendor or involuntary termination by the carrier of Product Protection/Liability Insurance. If replacement insurance is not obtained within seven (7) days, the contract will be terminated.
- c. Vendor shall notify NIIPC of any product cancellations or shortages.

4.14 Protection from Bio-Terrorism or Similar Contamination in Manufacturing

Vendors are expected to comply with all federal laws protecting the food supply. It is expected that the Vendor whose name and address appear on the product package has implemented safeguards at all points in their manufacturing and delivery process to protect against intentional and unintentional contamination. Vendors shall take immediate action to correct any situation in which product integrity is violated or product becomes contaminated. If contamination should occur, Vendor shall remove or authorize disposal of all contaminated product from the NIIPC's designated distributor and all member districts with such

inventory within twenty-one (21) days and shall replace the product with new product at no cost to the NIIPC or designated distributor as soon as possible.

4.15 Buy American Provision

The NIIPC participates in the National School Lunch Program and School Breakfast Program and are required to use the nonprofit food service funds to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

- a. The NIIPC requires that all suppliers indicate in their proposal whether a bid product is domestic or non-domestic. Vendor is required to certify that each food product meeting the Buy American Provision is 51% of the final processed product (by weight or volume) that consists of agricultural commodities grown in the U.S. Any vendor not providing the required and requested information will be designated as “non-responsive.”
- b. Awarded vendors must provide all requested certifications and include information in their ordering systems if any product does not meet the Buy American Provision. Vendors found to be out of compliance repetitively with adhering to the terms of the awarded contract to provide the Purchaser with foods that meet the Buy American Provision will be terminated and the award will go to the next responsible and eligible bidder.
- c. The NIIPC requires each vendor to submit documentation to include but not limited to vendor certification letters, pricing comparison for products also offered as domestic, and questions regarding country of origin or other information pertaining to justifications.
- d. Vendors are required to contact the Purchaser within 72-hours prior to delivery if a product is to be subbed with a non-compliant/non-domestic product. This allows the Purchaser to reject the product or accept it after reviewing a justification for exception.

Unprocessed foods must be 100% domestic. See [7 CFR § 210.21\(d\)](#), and USDA-FNS memo “[SP 38-2017](#),” and “[SP 23-2024](#)” regarding the Final Rule established in July 2024. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition. USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by school food authorities. USDA also added to the first exception the option to use the [48 CFR 25.104 Nonavailable articles list](#) as a list of exempted items.

The final rule codifies the two limited exceptions as follows:

1. The product is listed on the Federal Acquisitions Regulations Non-available articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

4.16 Small and Minority Businesses, Women’s business enterprises, veteran owned businesses and labor surplus area firms.

Per [2 CFR 200.321](#) the NIIPC reserves the right to place preference on contracting with small and minority businesses, women's business enterprises, veteran owned businesses and labor surplus area firms.

4.17 Legal Defense

The Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the NIIPC, the lead district, each and every member district, their Board Members, the designated distributor and their agents, officers and employees, on claims caused in material and substantial part by the Vendor and not caused in material and substantial part by an act, neglect, default or omission of the NIIPC or designated distributor and shall indemnify and hold harmless all such parties against any judgment, cost or expense that may be rendered against or incurred by any of them in such proceedings. The laws of the State of Illinois shall govern this Agreement. Any litigation brought between the parties to this contract shall be brought and maintained only within the jurisdiction of the lead district.

4.18 Modifications to Existing Contract

Terms and conditions may be added, modified and deleted upon mutual agreement between agents of the NIIPC and the Vendor provided that such terms and conditions remain within the scope and original intent of the solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the NIIPC and the Vendor prior to the enactment of such modifications

SECTION 5 - CRITICAL QUALIFYING FACTORS

5.1 Pricing Proposal

Evaluation Factors will be limited to:

- Pricing Proposal = 75%
- Total of Technical Score = 25%

5.2 Fixed Firm Pricing in Column A on Specification and Pricing Form, less promotional allowances, if any, will factor into the Pricing Proposal Score in order to determine a successful Vendor.

5.3 The NIIPC prefers net/net pricing; however, when net/net pricing is not proposed, a vendor’s response may include bid allowances, rebates and similar incentives on a per-case basis.

- 5.4 Bid Allowances or Incentives** should be submitted on the Specification and Pricing Form; for explanatory purposes, a separate sheet may be attached. Any allowances or incentives are to remain in effect for the duration of the contract.

SECTION 6 - CHECKLIST FOR SUBMISSIONS

Failure to provide any required item listed below shall result in proposal rejection.

- Completed Pricing Form (Section 7 - Attached)
- USB Flash Drive of Completed Pricing Form
- USB Flash Drive of Vendor Specifications, Ingredient Labels, CN labels (as applicable) and Nutrient Analysis for USDA Meal Contribution (or Substitute Letter as specified)
- Signed Legal Documents (Section 8 - Attached)
- Buy American Provision Certification Documentation (as stated in section 4.15)
 - Buy American Exemption Form (Section 9 - if applicable)
- Contractor's Information Sheet (Section 10)
- Signature of Acknowledgment of Addenda Received (if any were sent)

SECTION 7 - PRICING FORM (Attached)

SECTION 8 - LEGAL DOCUMENTS (Attached)

SECTION 9 - BUY AMERICAN EXEMPTION FORM, IF APPLICABLE (Attached)

SECTION 10 - CONTRACTOR'S INFORMATION SHEET

SECTION 10 - CONTRACTOR'S INFORMATION SHEET

Name of Company Preparing RFP: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Web Address for Product Information: _____

Name of Person Submitting RFP: _____

E-Mail Address – Person Submitting: _____

Local Area Office

Contact Person: _____

Phone Number: _____

Street Address: _____

City, State, Zip: _____

E-Mail Address: _____

I do hereby affirm that I am duly authorized as a representative of the stated corporation to legally offer the RFP as stated. The offer as stated is guaranteed to remain in effect until

(Date)

Signed: _____

(Use Blue Ink - Broker Signature Not Permitted)

Date: _____