

Northern Illinois Independent Purchasing Cooperative

SECTION 1.

Request for Proposal Fresh Produce Products

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 the NIIPC, in accordance with the terms presented herein, the goods specified in Section 7 RFP Specification and Pricing Form (attached) of this invitation, and which have been awarded to them, at the price quoted in this proposal and in compliance with all 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 Fresh Produce Vendors for products used in Child Nutrition Programs.
- b. This contract will establish a delivery/fixed fee that participating organizations will pay for any item covered by the contract during the term of that contract.
- c. 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

The award of this contract will be calculated by combining the Extension Total Calculations of Section 7, plus or minus the values assigned in the Weighted Quality Service Indicators (Section 9) with the successful Vendor having the lowest total cost to the NIIPC.

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. Submittal Errors may result in deduction of value points.

SECTION 3 - GENERAL INFORMATION

3.1 Proposal Submission

Written proposals and USB Flash Drives, sealed in an envelope clearly marked “4/9/25 NIIPC RFP Fresh Produce 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 will be opened publicly. Proposals received after 9:30 A.M. will not be accepted. 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. 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 Local Conditions

Before submitting its proposal, the Vendor shall carefully examine the specifications and contract documents. Vendor shall inspect in detail the sites (Section 9) of the proposed work and familiarize themselves with all local conditions affecting the contract. If the vendor's proposal is accepted, the vendor will be responsible for all errors in their proposal resulting from their failure or neglect to comply with these instructions. In no case will the NIIPC be responsible for any change in anticipated profits resulting from such failure or neglect.

3.5 Clarification Requests

If a clarification is required, the request shall be made in writing to the NIIPC no later than 12pm on **March 19, 2025**. Email clarification requests should be sent

to niipinfo@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 have benefit of 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.**

3.6 Preparation and Submission of Offer

- a. Offers must be submitted on a USB Flash Drive, along with a hard copy of the completed form as attached herein. Offers submitted via FAX machines or e-mail will not be accepted.
- b. The hard copy 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**.
- c. 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 (Section 10), its Offer shall be deemed invalid and shall not be considered.**
- 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 interests of the NIIPC.
- e. Proposals received after the time specified in the Request for Proposal will not be considered. The method of transmittal of the proposal is at Vendor's risk of untimely receipt by the lead District.
- f. Unit prices shall be quoted by the Vendor on both a USB Flash Drive and the hard copy of the RFP's Specification and Pricing Form (Section 7) **shall be for the unit of measure requested**. 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.
- g. In recognition of the wide geography of the participating member districts, the award may be made on a regional basis. Vendors have the option of

submitting offers on selected member districts if it is more cost-effective to service a particular region.

3.7 Withdrawal of Offers

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

3.8 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 based upon Vendor’s non-compliance of previous RFP awards.
- c. Reject proposals that do not provide information as listed in Section 6, Checklist for Submission.
- d. Reject all proposals and advertise this solicitation again.
- e. Postpone or cancel the process.
- f. 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.

3.9 Elimination from Consideration

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

3.10 Award

Award will be made to the responsible Vendor(s) whose proposal is determined to be the most advantageous to the NIIPC, taking into consideration the price as set forth on the RFP Produce Specification and Pricing Form (Section 7) and the Weighted Qualifying Factors (Section 9).

Contracts will be established between the lowest responsible, responsive proposal and the NIIPC except as may otherwise be specified in the Request for Proposal. The NIIPC reserves the right to ascertain, subsequent to the proposal opening, whether or not a vendor meets the requirements to be considered a responsible vendor. If it is determined that the vendor is not a responsible proposer and the determination is substantiated and justified to the satisfaction and approval of the NIIPC, proposals submitted by that proposer will be rejected.

- a. Vendor must demonstrate or has demonstrated to the NIIPC the ability to deliver all the items on the proposal list promptly and efficiently to the member districts as chosen by the Vendor(s) on Section 8, District Bid Selection.
- b. Vendor(s) must demonstrate the physical as well as financial capacity to procure and safely store the merchandise covered by the contract in the volume necessary to administer the provisions of the contract efficiently.
- c. To be declared a responsible Vendor(s) must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible, if, for any reason other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.
- d. To be considered for the award, a Vendor(s) must clearly demonstrate its capability to provide accurate, reliable and timely invoices, statements, and credits. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time-efficient audit of cost on items being purchased under this proposal. Vendor(s) must be capable of supplying periodic recaps of purchases by district to NIIPC administration on request.
- e. Vendor(s) must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day-to-day delivery schedule to participating entities within the region of responsibility. The NIIPC does not presume to dictate the type of trucks necessary to accomplish an efficient day-to-day delivery schedule. However, Vendor(s) should know that all delivery sites do not provide state of the art unloading and food handling facilities. Some sites, in fact, fall far short of that standard. Vendor(s) having no experience in making deliveries to the sites in the region being proposed should visit all sites and discuss the delivery requirements with food service personnel at each of these sites that may prove to be a detriment to the task of accomplishing an efficient delivery process.

The proposal will be accepted or rejected within forty-five (45) days of opening. Following the award, purchases shall be made directly through the Vendor by the member districts, each of which will be responsible for payments due to Vendor.

3.11 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, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

3.12 Termination of Contract

- a.** Prior to the contractual date of termination, either party may cancel the contract for cause upon issuance of a written notice forty-five (45) days in advance. Cause for the NIIPC to terminate shall include, but is not limited to the Vendor's failure 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 NIIPC 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 prices that do not exceed the prices set by the contract.

3.13 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.** Vendor(s) 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.** Vendor(s) shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CXFR Part 60).
- d.** Purchases made under provisions of a 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. Exclusions include any state or federally mandated taxes. A State Sales and Use Tax Certificate of Exemption form will be issued by the NIIPC 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 duration of this contract.
- e.** Vendor(s) 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 to not 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 the 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(s) 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 bidding 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(s) 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(s) 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.

3.14 Contract Duration

- a. 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

- b. A selected number of the member districts have chosen to participate in this cooperative effort to purchase Produce Products. Throughout the duration of this contract, including rollover years, Vendor may be asked to service additional Member Districts as they agree to become part of this cooperative purchasing effort.

3.15 Volume

The quantities indicated on the Pricing Form (Section 7) are for all Member Districts currently participating in the RFP Fresh Produce based on previous year's commercial produce purchases and are accurate to the best of our ability to gather the data. **This volume does not include fresh Produce purchases through the DOD program.** 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.

3.16 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 are not limited to, failure to meet contract terms delineated herein or failure to conform to product specifications. The successful Vendor shall be liable for any difference in cost between contractual 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 attorney 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 of the defaulted items ordered but not delivered as specified.
- b. In the event that a successful Vendor shall default, cancel or cause to have canceled the contract, that successful Vendor shall have forfeited the right to submit 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 the 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 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 quantities required by the NIIPC. **The Vendor(s) must have the ability to deliver to member districts as selected on District Bid Selection (Section 8).** Some member districts will require regular deliveries for summer operations.

Vendors should confirm their 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.

4.2 Product 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 in an attempt to resolve. The Vendor will have the opportunity to resolve the matter **within maximum of 30 days** of notification.

4.3 Local Sourcing Preference

Vendor shall meet the following parameters in sourcing products

- a. Contracts that procure food that promotes the health and well-being of students in compliance with United States Department of Agriculture nutrition standards;
- b. Contracts that give a preference to State or regional suppliers that source local food products;
- c. Contracts that give a preference to food suppliers that utilize producers that adopt hormone and pest practices recommended by the United States Department of Agriculture;
- d. Contracts that give a preference to food suppliers that value animal welfare; and
- e. Contracts that increase opportunities for businesses owned and operated by minorities, women, or persons with disabilities;

- f. Requires food supplier data to be submitted to the school district at the time of the bid and updated annually thereafter during the term of the contract.

4.4 Inspection/Acceptance/Rejection

- a. An inspection/acceptance/rejection process may occur at the end user level either school sites or school district warehouses. Product found to be unacceptable at this level will 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 Vendor shall be informed in order to obtain credit or replacement at no additional charge,
- b. Rejected goods shall be removed at the expense of the Vendor promptly after notification of rejection, including transportation both ways. Vendor should be prepared to replace rejected items on a timely basis so as not to disrupt program production schedules.

4.5 Warranty

The Vendor or its assigned agent shall guarantee 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 that shall apply to deliveries under this contract with its proposal.

4.6 Insurance General

1. Commercial General Liability Coverage

- a. \$1,000,000 Per Occurrence
- b. \$50,000 Damage to Rented Premises (Each Occurrence)
- c. \$1,000,000 Personal & Advertising Injury
- d. \$3,000,000 General Aggregate (\$2,000,000 will suffice)
- e. \$3,000,000 Products/Completed Operations Aggregate (\$2,000,000 will suffice)
- f. District should be named as an additional insured on a primary & non-contributory basis

2. Commercial Automobile Liability Coverage (Only Needed if operations include using vehicles)

- a. \$1,000,000 Combined Single Limit
- b. District should be named as an additional insured on a primary & non-contributory basis

3. Workers Compensation Coverage (Only needed if group has employees that will be on district premises – does not include volunteers)

- a. Statutory limits

- b. Employers Liability Limits of \$500,000/\$500,000/\$500,000

- 4. Above coverages shall be from a company authorized to do business in Illinois and with at least an “A VII” rating from A.M. Best Company
- 5. If requested, organization must provide copies of applicable policy endorsements

4.7 Hold Harmless Clause

The Vendor shall hold harmless and indemnify the NIIPC, its member districts, the lead district 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, its member districts and the lead district, as well as their officers and employees, on any such demand, and satisfy any judgment that may be rendered against any of them.

4.8 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.

4.9 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.

4.10 Legal Defense

The Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the NIIPC, administrative district and each and every member district 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 and shall indemnify and hold harmless all such parties against any judgment, cost or expense that may be rendered against risk, shall defend any legal proceeding that may be brought against the NIIPC, the 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 NIIPC Board of Directors and NIIPC Administrative District.

4.11 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 - VENDOR CONDITIONS

5.1 Evaluation of Proposal

In recognition of the wide geography of the participating member districts, the award may be made on a regional basis. Vendor(s) have the option of submitting offers on selected member districts if it is more cost-effective to service a particular region as selected on District Bid Selection (Section 8). Local delivery requirements for each site participating in the RFP are provided.

5.2 Computation of Pricing

- a. The total computation of the net delivered prices on items as listed on RFP Fresh Produce Specification and Pricing Form (Section 7) will be the final cost to the member districts as selected on District Bid Selection (Section 8)
- b. On the Proposal Form of the RFP Fresh Produce Specification and Pricing Form (Section 7) the **delivery/ fixed fee of each item must remain the same for the initial contract year. The delivery/ fixed fee can be negotiated during potential RFP extension years.** For purposes of this proposal, market price shall be based on the vendor's costs for the week of March 11, 2025 for the RFP submission purposes.
- c. No separate charges, except those clearly recorded on this quotation form will be allowed.

- d. Vendor will provide a weekly email update to member Districts with current weekly pricing of all items listed on the Pricing Form (Section 7)

5.3 Orders/Delivery

- a. Deliveries to the member district sites selected, will be accepted Monday through Friday when school is in session between the hours of 6:30am and 1:30 pm, unless prior arrangements have been made with the Director of Food Service.
- b. The Member Districts must be advised of product substitutions at least twenty-four hours (24) in advance of delivery. Substitutions must be approved by the Director of Food Service or designee prior to delivery and will be of equal or higher quality at no additional charge. Should problems arise, the Member Districts reserve the right to order from other sources when the supplier cannot supply product needs.
- c. An accurately priced delivery invoice must accompany all deliveries and will include an invoice number, quantities of each item delivered, unit prices, and extended prices.
- d. Credit memos due to shortages, mis-picks, refusals and pick-ups must be issued in a timely manner. Credit memos must include invoice number, product description and price.
- e. All refrigerated products shall be delivered at a product temperature appropriate to industry guidelines for that specific product, and shall have been maintained at this temperature at all times during storage and shipment.
- f. An inspection acceptance/rejection process may occur at the end user level, either school sites or school district warehouses. Product found to be unacceptable at this level will 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 Vendor shall be informed in order to obtain credit or replacement at no additional charge.
- g. Rejected goods shall be removed at the expense of the Vendor promptly after notification of rejection, including transportation both ways. Vendor should be prepared to replace rejected items on a timely basis so as not to disrupt program production schedules.

5.4 USDA Standards, Product Packaging, Case Pack

- a. All grades refer to USDA Standards unless otherwise specified. All suppliers shall comply with the U.S Pure Food and Drug Act, Illinois Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking, and labeling. Only produce inspected and approved by USDA is acceptable.

- b. All precut and prepackaged produce are to be vacuum packed in heavy duty, pinhole free, and food grade plastic bags.
- c. Product must have use by or best by date on prepackaged produce including individually portioned products.
- d. Cases of produce are to be packed in appropriate containers to arrive in a firm unblemished state.

5.5 Payment

Payment will be made following approval by the Member District’s Board of Education within 60 days of invoice receipt. Payment by Member Districts’ Boards for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection reveals defects in material or workmanship or a failure to meet the specification contained herein.

5.6 Involvement of New Member Districts

During the duration of this contract, Vendor may be requested to service additional Member Districts as they agree to become-members of this cooperative purchasing group.

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
- Completed District Bid Selection (Section 8 - Attached)
- Completed Weighted Qualifying Factors (Section 9 - Attached)
- Signed Legal Documents (Section 10 - Attached)
- Buy American Provision Certification Documentation (as stated in section 4.8)
 - Buy American Exemption Form (Section 11 - if applicable)
- Contractor’s Information Sheet (Section 12)
- Completed Reference Sheet (Section 13)
- Signature of Acknowledgment of Addenda Received (if any were sent)

SECTION 7 - PRICING FORM

SECTION 8 - DISTRICT BID SELECTION (Local Delivery Requirements Provided)

SECTION 9 - WEIGHTED QUALIFYING FACTORS

NIIPC

**Request for Proposal – Fresh Produce Products
April 9, 2025**

SECTION 10 - LEGAL DOCUMENTS (Attached)

SECTION 11 - BUY AMERICAN EXEMPTION FORM, IF APPLICABLE (Attached)

SECTION 12 - CONTRACTOR'S INFORMATION SHEET (Attached)

SECTION 13 - REFERENCE SHEET (Attached)