Request for Proposal
For Further Processed USDA Commodity Foods
And for Provision of Commercial Equivalents When USDA Entitlement is Exhausted

Proposals will be received until: January 6, 2015
10:00 A.M. Local Standard Time
At Which Time Proposals Will Be Publicly Opened
At: Business Office
Oak Park/River Forest High School District #200
201 N. Scoville
Oak Park IL  60302

For additional information please contact:  Micheline Piekarski, MSM., SNS
708.434.3142

The undersigned offers and agrees that, should this proposal be accepted, they will sell to a designated distributor in accordance with Section III, IV and V (General and Operational Conditions and Reprocessed USDA Donated Commodities,) the food specified in Section VIII 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 AND ALL LEGAL FORMS TO:
Business Office
Oak Park and River Forest High School District #200
201 N. Scoville
Oak Park IL  60302

SECTION II.

2.0    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 shall be 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.

SECTION III.

3.0 GENERAL CONDITIONS

3.1 Proposal Submission
Written proposals, sealed in an envelope clearly marked “1/06/15 NIIPC Commodity and Commercial Products” with the Vendor’s Name clearly printed on the outside will be received by the NIIPC until 10:00 A.M., Local Time, January 6, 2015, at the Oak Park and River Forest High School District #200 Business Office, 201 N. Scoville Avenue, Oak Park IL 60302. 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 Oak Park & River Forest High School District #200, Food Service Office, 201 North Scoville, Oak Park IL 60302 but not before January 06, 2015. A minimum of seventy-two hours notice requesting an appointment shall be required (708.434.3142). 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 10:00 a.m. December 15, 2014. 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 December 18, 2014.

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 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 District.

f. Unit prices shall be quoted by the Vendor on the Solicitation’s Specification and Pricing Form (Section VIII) and 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.

3.6 Withdrawal of Offers

a. Offers may be withdrawn prior to the time and date set for submission.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

b. Unless withdrawn prior to the submission date, proposal offers will be considered firm for a period of 90 days.

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 readvertise 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 perform faithfully 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 price and the evaluation factors set forth in Sections VI and VII. The proposal will be accepted or rejected within forty-five (45) days of opening.

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.


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. Vendor 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 (33 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, 2015. 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. **Pricing adjustments will not be considered for contract extensions, if any.**
3.14 **Volume**

The quantities indicated on the proposal form are based on 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 after the contract award. 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, 2015.

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 defaulter and prevail in such action, 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:

1) Ten percent (10%) of the contract price value of the defaulted items ordered but not delivered as specified or,

2) The difference between the contract price value and the cost of comparable items of similar quality, if available, or better quality if products of similar quality are unavailable, as obtained through another vendor.

b. In the event that any successful Vendor shall default, cancel or cause to have cancelled 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 IV.

4.0 OPERATIONAL CONDITIONS

4.1 Price Quotes
Quoted prices should be offered F.O.B. PFG/Fox River Foods.

4.2 Promotional Allowances and Volume Incentives
a. Each Vendor is encouraged to offer promotional allowances or volume incentives by product line and to explain the application of such promotional allowances or volume incentives. The NIIPC or the designated distributor will file promotional allowance requests to Vendors on behalf of each district. The Vendor will remit a single payment at least once per month to the NIIPC for the amount due all districts.

b. Distributor will not be qualified for the promotional allowances and incentives offered in this proposal. Promotional allowances and volume incentives will be award criteria.

c. Promotional allowances and incentives should be quoted in Section VIII.

d. Any promotional 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 VI and VII, the following evaluation factors will be considered in awarding the negotiated contract to determine best overall value:

- Pricing Proposal = 75%
- Total Technical Score (Section VII) = 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 will negotiate with no more than three top ranked Vendors for a particular product or categorical grouping, and, in the event of fewer highly rated proposals, the NIIPC may negotiate with less than three. 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. The NIIPC reserves the right before awarding the contract 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 a hard copy and electronic copy (jump drive) which includes: Ingredient labels (must include saturated fat, sodium, and trans fat 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.

4.8 Quality/Acceptability Problems in Products 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 cancelled and re-awarded to the next vendor. Furthermore, if the contract is cancelled, 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. In the event that the quality issue relates to a USDA reprocessed product, the processor shall cooperate with the NIIPC to move any non-reprocessed commodities to another processor.

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, and trans fat 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. Product found to be unacceptable at this level shall be rejected at the dock, or upon opening the
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 not 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, Vendors 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.

### 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. Vendor 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 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 Act/Import Products
The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using federal funds. Therefore, if there is both a domestic and non-domestic food product available, the domestic product must be supplied. Non-domestic products may be supplied only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity (for example beef, pork, chicken, fruits, vegetables, oils or grains) that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished processed product comes from American-produced products. Implementing federal regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. The Vendor may be required to provide certification of domestic origin and content and must certify that the majority of food products proposed to be provided and supplied meet the federal requirements in the “Buy American Act” and stipulate which specific products are unavailable domestically. Exceptions to this rule would typically be: pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. In the event the Vendor supplies or delivers products contrary to the requirements of this section or applicable laws and regulations, the NIIPC may pursue remedies for default as provided in Section 3.16, and may terminate this Agreement. The Vendor shall hold harmless the NIIPC, its lead district, its member districts and the designated distributor from any fines, penalties, costs or expenses imposed upon or incurred by any of them as a result of the Vendor’s non-compliance with such laws and regulations. This purchasing requirement does not apply in instances when:
a) The NIIPC has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States,

b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality to meet general needs,

c) The cost of the U.S. product is significantly higher than foreign products. (The NIIPC defines significantly higher to be when US product is twenty-five percent higher than the foreign product.)

4.16 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.

4.17 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 V.
5.0 REPROCESSED USDA COMMODITY PRODUCTS

5.1 Just-in-Time Processing and Delivery
Processing of USDA Commodity or equivalent commercially processed foods shall be scheduled so as to be fresh on delivery and to minimize loss in the event of a recall. The NIIPC prefers to avoid contracts with processors using “truck in/truck out” processing systems, or which process products within a short time (two weeks or less) of commodity product delivery to the USDA and wish to deliver the entire shipment to the distributor. Delivery will be required on a schedule developed by the designated distributor and will be in response to orders by the NIIPC member districts. The quantity of product delivered shall never exceed that amount that can be used by the NIIPC districts in a 30-day period.

5.2 Approved State of Illinois USDA Commodity Foods/Commodity Processor
Any Vendor awarded a commodity reprocessing contract must apply for and become an approved Commodity Processor for the State of Illinois, meeting all of
the state’s requirements. Additionally, approved USDA Summary End Product Data Schedules must be provided to the State of Illinois.

5.3 Comparability of Commercial and USDA Processed Commodity Foods
To effect a seamless transition from a reprocessed commodity product to a commercial one, the USDA commodity product shall have a commercial equivalent. The NIIPC prefers that the reprocessed commodity and the commercial equivalent shall be the same portion size, essentially the same formulation, and be packed in a case of equal count and weight. If seamless equivalence is not possible, pricing must be adjusted to result in comparable pricing as quoted and awarded based on USDA reprocessed commodity product.

5.4 No Minimum or Maximum Quantities, Order Changes or Number of Orders
The NIIPC anticipates significant requirements for the food products and commodities requested, but does not guarantee a specified purchase volume or number of orders, EXCEPT that the NIIPC commits to take in all raw USDA products as ordered/accepted from the USDA. Estimated purchase quantities are based on historical information of previous USDA commodities and quantities allotted and purchased by the NIIPC participating districts. Orders will be placed as products are required. Inclusion on the Proposal Form does not constitute an offer to buy or a guarantee to purchase in any amount in excess of actual requirements. The NIIPC reserves the right to modify quantities or to forego purchases altogether at its discretion as USDA commodities vary.

5.5 USDA Reprocessed Commodity Foods Management
a. It is the NIIPC’s desire to fully use USDA commodity entitlements in the year earned. Furthermore, the NIIPC desires that the transition between USDA reprocessed commodity foods and commercial products be seamless and transparent to customers and preparation staff.
   1) Both products shall require the same preparation methods and holding characteristics.
   2) The student customer shall consider taste profiles equal.

b. The successful Vendor shall accept the USDA Commodity foods obtained on behalf of the NIIPC member districts under the Federal Food Distribution Program. To the extent that USDA approval has been obtained by the successful Vendor, any substitutable commodity not needed immediately for use by the NIIPC can be used for production for third parties or sold outright to third parties in connection with its normal business operations provided:
   1) The USDA product is replaced with an equivalent amount of commercial product to meet the NIIPC production requirements.
   2) The procurement specification for the commercial product is equal or superior to the USDA specification.
   3) The transaction is recorded for accountability purposes.

c. Again upon approval from the USDA, the successful Vendor may combine commercial and USDA commodity foods to make products selected by the NIIPC. All products, commercial and reprocessed commodity, shall be
ordered, received and subsequently supplied to schools by the designated distributor.

5.6 **USDA Commodity Product Remaining in Inventory at Year-End**

It is the NIIPC’s intent to request delivery of all USDA commodity products sent to a Vendor within the processing year. If there is product remaining as of June 30, 2015, the Vendor will be responsible to store the raw or finished product so as to be available for the following school year.

5.7 **Retention of Records**

The successful Vendor agrees to retain all books, records, and other documents relative to this agreement for three (3) years plus the current year after final payment. The successful Vendor will assure that subcontractors meet this same record retention requirement. The NIIPC, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

5.8 **Prompt Payment**

If a commodity product is based on a rebate system prompt payment for food items may be requested after actual delivery of the goods to the designated distributor.

SECTION VI.

6.0 **CRITICAL QUALIFYING FACTORS**

6.1 **Pricing Proposal**

Evaluation Factors will be limited to:

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

6.2 **Fixed Firm Pricing** in Column A of Specification and Pricing Form will represent pricing for both reprocessed and commercial equivalent products. Determination of successful Vendor will be based on this price, less any promotional allowances and will factor into the Pricing Proposal Score.

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

6.4 **Promotional 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 VII.

7.0 METHOD OF AWARD:

Section 1: Technical Score - Maximum possible score 65 points
Possible points for each of the following categories:

25 pts. 1) Easy access to online nutritional information.
   Indicate company website: ________________________________

20 pts. 2) Easy access to online report of monthly commodity drawdown
   Indicate commodity tracking company: __________________

20 pts. 3) Accurate calculations and extensions of RFP prices

Section 2: Pricing Score - Maximum possible score of 195 points

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

TIMELINES

December 8, 2014  RFP available for distribution.
December 15, 2014  Final date to request clarification.
December 18, 2014  Last date for addenda to be mailed.
January 6, 2015  Public Opening of Proposals
                  10:00 A.M., 201 N. Scoville Ave, Oak Park, Business Office.
January 22, 2015  Board of Education approves recommendation.
July 1, 2015  Contract commences.

CHECKLIST FOR SUBMISSIONS –
Failure to provide any required item listed below shall result in proposal rejection.

_____ Printed Copy of Completed Pricing Form
_____ Vendor Specifications, Ingredient Labels, Nutrient Analysis for USDA Meal Contribution (or Substitute Letter as specified)
_____ Signed Legal Documents (Section IX. Attached Below)
__ Contractor’s Information Sheet
__ Certificate of Eligibility to Bid
__ References Listing
__ Project Qualification Form
_____ Signature of Acknowledgment of Addenda Received (if any were sent):
   __ Addendum #1___________________________________
   __ Addendum #2___________________________
   __________________________
   __ Additional Addenda______________________________
SECTION IX. Legal Documents (To be submitted with proposal)

CONTRACTOR’S INFORMATION SHEET

Name of Company Preparing RFP: __________________________________________

Street Address: __________________________________________________________

City, State, Zip: __________________________________________________________

Telephone Number: _______________________ Fax Number: ______________________

Web Address for Nutritional Information: ____________________________________

Name of Person Submitting RFP: ___________________________________________

Chicago Area Office

Contact Person: _________________________________________________________

Phone Number: __________________________________________________________

Street Address: _________________________________________________________

City, State, Zip: _________________________________________________________

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 ________________, 2015.

Signed: ____________________________________________

(Use Blue Ink - Broker Signature Not Permitted)

Date: _______________________
References for ____________________________
(Bidding Company)

1. Reference Name: ____________________________
   Title: ____________________________
   Company Name: ____________________________
   City, State: ____________________________
   Phone: ____________________________
   e-Mail: ____________________________
   Fax: ____________________________

   Relationship: ____________________________

2. Reference Name: ____________________________
   Title: ____________________________
   Company Name: ____________________________
   City, State: ____________________________
   Phone: ____________________________
   e-Mail: ____________________________
   Fax: ____________________________

   Relationship: ____________________________

3. Reference Name: ____________________________
   Title: ____________________________
   Company Name: ____________________________
   City, State: ____________________________
   Phone: ____________________________
   e-Mail: ____________________________
   Fax: ____________________________

   Relationship: ____________________________
CERTIFICATE OF ELIGIBILITY TO BID

(Example)

_______________________________________________ (the "Contractor"), pursuant to Section 33E-1 et seq. of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended, that neither (he, she, it) nor any of (his, her, its) partners, offices or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961 as amended, that neither (he, she, it) nor any of (his, her, its) partners, offices or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of offering or providing any kickback under Section 33E-7 of the Illinois Criminal Code of 1961 as amended, and that neither (he, she, it) nor any of (his, her, its) partners, offices or owners of (his, her, its) business has ever been convicted of the offense of bribery under Section 33E-8 of the Illinois Criminal Code of 1961 as amended.

_______________________________________

Name of Company

_______________________________________

By (Name and Title)

_______________________________________

Date
OAK PARK AND RIVER FOREST HIGH SCHOOL
PROJECT QUALIFICATION FORM

Per The Oak Park and River Forest High School Board of Education, a responsible bidder is defined by meeting the following criteria and is able to submit evidence of such compliance. By signing this required form, the undersigned agrees that said bidder is responsible as defined below.

PREVAILING WAGE
The contractor shall comply with the present Prevailing Wage Act (820 ILCS 130) which provides that no less than the prevailing rate of wages, as founded by the Department of Labor, shall be paid to all laborers, workmen and mechanics performing work on this contract. The most current list of prevailing wages can be obtained without charge by writing the Conciliation Mediation Service, Illinois Department of Labor, 705 Stratton Office Building, Springfield, Illinois 62706.

SEXUAL HARRASSMENT
Each Bidder certifies that he has complied with the requirement of 2-105 of the Illinois Human Rights Act (775ILLs5/2-105)-1257) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

DRUG FREE WORKPLACE
The bidder or contractor, having 25 employees or more, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30ILCS580/3) that he shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that he is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

NON-DISCRIMINATION AFFIRMATION
Vendors must assure that all persons employed by the vendor, and all applicants for such employment, will not be discriminated against because of their race, religion, nationality, gender, disability, physical characteristics or sexual orientation. Vendor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.

STRUCTURAL WORK ACT
Vendor shall comply with all pertinent provisions of the Structural Work Act, (Ill.Rev.Stat., ch.48, pars. 60-69).

CONFICT OF INTEREST
By signing below, vendor certifies that they are in accordance with the School Code, and the Public Officer Prohibited Practice Act, 50 ILCS 105/0.01 et seq., no Board of Education member or District employee shall be directly or indirectly involved or own an interest in any contract, work, or business of the District, or in the sale of any article by or to the District.

Signed: ________________________ Name (printed): ______________________
Title: ________________________ Company Name: ________________________
Address: ______________________________________________________________________
Telephone Number: ______________________________________ Date: ___________________