



1800 Fifth Street, Lincoln, IL 62656

www.capcil.info

**Request for Proposal
Food Product and Miscellaneous Non- Food Supplies Issues
July 2023**

Proposals will be received until:

August 1, 2023 at 4:00 pm

Att: Community Action Fiscal Office
1800 Fifth Street
Lincoln IL 62656

Proposals will be opened on August 8, 2023.

For additional information please contact:

The undersigned offers and agrees that, should this proposal be accepted, they will provide Community Action Partnership of Central Illinois, hereinafter referred to as Community Action, in accordance with the terms presented herein, and the goods specified in Section X 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, 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 this packet and the price proposal to:

**Community Action Partnership of Central Illinois
Attn: Stephanie Pitts, Interim Fiscal Officer
1800 Fifth Street
Lincoln, Illinois 62656
Email: spitts@capcil.org**

Vendor Name _____

Address _____

City _____ State _____ Zip _____

Telephone (____) _____

AUTHORIZED
SIGNATURE _____

TITLE _____

Contact:

Name _____ Title _____

Firm _____ Address _____

City _____ State _____ Zip _____

Telephone_(____) _____

Email Address _____

Web Address for Nutritional
Information _____

Purpose

- a. The purpose of this proposal is to establish a contract between Community Action and a Primary Vendor for products used in the Community Action programs.

- b. This contract will establish a maximum price that Community Action will pay for any item covered by the contract during the term of the contract.

Proposal Submission

Sealed written and computerized proposals in an envelope clearly marked "FOOD PRODUCT RFP" will be received by Community Action no later than August 1, 2023 at 4:00 pm.

Proposals received after that time will not be considered. Community Action reserves the right to reject any and all proposals and wave informalities as it deems it to be in the best interest of the agency. Proposals will be available and may be examined by Vendors following the award of the contract during the normal working hours at Community Action, 8am to 12 pm and 12:30 pm to 4 pm.

Compliance

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

Vendor Responsibility

It shall be incumbent upon each Vendor to understand this proposal document and, when necessary, obtain clarification 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.

Legal Conditions

Before submitting Vendor proposal, Vendor shall carefully examine the specifications and contract documents. Vendor shall inspect in detail the sites of the proposed work and familiarize himself with all local conditions affecting the contract. If Vendor proposal is accepted, Vendors will be responsible for all errors in their proposal resulting from their failure or neglect to comply with these instructions. In no case will Community Action be responsible for any charges in anticipated profits resulting in such failure and neglect.

Clarification

If a clarification is required the request shall be made in writing to Community Action no later than July 21, 2023. No telephone request will be answered. 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. Community Action will respond to a written request letter in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. An addendum may serve to delay the submission date for time sufficient for all Vendors to respond to the addendum.

Preparation and Submission of Offer

The offer must be typed and 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 ink.

A manual signature of an authorized agent of the Vendor must be placed in the space provided on the solicitation cover page. **The fully completed original cover page of this solicitation must be included in all offers. If Vendor's authorized agent fails to sign and return the original cover page of the solicitation, its offer shall be deemed invalid and not be considered.**

Offers must be submitted with a hard copy or email of the completed form as attached herein. Offers submitted via facsimile machines will not be accepted.

Vendors that qualify offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions of their offers. Community Action reserves the right to declare Vendors' offers as non-responsive if any of these alternate terms and conditions are in conflict with terms and conditions if they are not in the best interest of Community Action.

Unit prices shall be quoted by the Vendor on the RFP Specification and Pricing Form and **shall be for the units measured and requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered not 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.

Withdrawal of Offers

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

Proposal offers will be considered firm for a 90-day period.

Rejection of Offers

Community Action may, at its sole and absolute discretion:

- a. Reject any and all parts of any or all offers submitted by prospective Vendors.
- b. Reject all proposals and advertise this solicitation.
- c. Postpone or cancel the process.
- d. Wave any irregularities in the offers received in conjunction with the solicitation.

No damages shall be recovered by any challengers as a result of these determinations or decisions by Community Action.

Elimination of 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 Community Action or state or federal government, for a minimum period of three (3) years after this previous contract was terminated for cause.

Award

Award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Community Action, taking into consideration price and the evaluation facts set forth in Critical Qualifying Factors and Quality Service Indicators. The proposal will be accepted or rejected within sixty (60) days of opening.

Clarifications

Following the bid openings, Community Action 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, and conformance to the solicitation requirements. Vendors shall be afforded 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.

Termination of Contract

Prior to the intended date of cancellation, either party may cancel the contract for cause upon issuance of a thirty-day (30) written notice. Cause for Community Action 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.

In the event of a cancellation initiated by the Vendor, the Vendor will be required to honor all orders or requisitions issued by Community Action prior to the effective date of the cancellation. Any orders covered by the clause will be delivered at a price that does not exceed the price set by the contract.

Standard Contract Conditions

This contract shall be governed in all aspects as to capacity and performance or otherwise stated by the State of Illinois.

Vendors providing service under this Request For Proposal, herewith assure Community Action that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

Vendors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).

Purchases made under provisions of any contract established as a result of this invitation are exempt from federal, state and local taxes, and Vendors shall quote prices that do not include such taxes. A State Sales and Use Tax Certificate of Exemption form will be issued upon request. Community Action shall not be responsible for payment or reimbursement of taxes paid by the Vendor during the terms of this contract.

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.

Since the goods to be acquired under this request for proposal shall 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, The Tariff Act, Poultry Products Inspection Laws, The Perishable Agricultural Commodities Act and Antitrust Laws. Certification in compliance with the following Acts is required: Energy Policy and Conservation Act (PL 94-163); Occupational Safety and Health Act and 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).

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 bid for the same materials, supplies or equipment and in all respects is 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 shall have a continuing obligation to disclose to Community Action any proceedings commenced during the term of this Agreement which might result in debarment, suspension or disqualification for participation in public procurement activities, and such proceedings shall constitute grounds for termination of this Agreement.

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 powers to execute such contract to any person, company or corporation without prior written consent of Community Action.

Contract Duration

The duration of the contract shall be for a period of twelve (12) months from the effective date, with the option to renew for an additional twelve (12) month periods to not exceed four (4) extensions. The effective date will be August 31, 2023. Community Action reserves the right to extend the term for up to 90 days to continue a source or sources of supply until new or replacement contracts are completed. Pricing adjustments will not be considered for contract extensions, if any. Extensions shall be offered only when mutually agreeable to Community Action and the contracted vendor.

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.

Default

In the event of default by the successful Vendor, Community Action 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 the 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 Community Action 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, Community Action shall have the option to collect:

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

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 bid or propose for contracts originating from Community Action for twenty-four (24) months or two (2) contract periods, whichever is longer. Nothing herein shall be construed to imply that any party shall have any right to submit a bid or proposal to Community Action for any product or service.

Strikes, Acts of God, and similar causes not under control of the Vendor will be considered exempt from this default provision.

Community Action 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 Community Action if requested.

Ability to Supply/Deliver

Proposals should be offered and prices quoted only if the merchandise can be obtained and delivered on regular delivery schedules and in delivery amounts required by Community Action. Community Action shall have the option to collect a default penalty of ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified or the difference between the contract price and the cost of an equivalent item obtained by quotations through another vendor. Strikes, Acts of God, and similar causes not under the control of the vendor will be considered exempt from this default provision. This is intended as a last recourse and not as a deterrent to Vendors. Vendors should confirm their inventories, shippers, and suppliers before submitting proposals. Community Action 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 with requested delivery windows.

Product Changes

Except for the Direct-to-Manufacturer items should the Vendor choose to alter or change any products covered by this contract, it shall be incumbent upon that Vendor to notify Community Action sixty (60) days in advance of any proposed changes. Community Action reserves the right to remove the product from the qualified products list and to purchase the item from an alternate supplier.

Delivery Temperatures

Frozen: All frozen foods are to be delivered rock hard at 0 degrees Fahrenheit, plus or minus 5 degrees Fahrenheit. Partially thawed goods or products with evidence of thawing and refreezing will be rejected at the time of delivery.

Refrigerated: All refrigerated products shall be delivered at a product temperature appropriate to industry guidelines for that specified product and shall have been maintained at this temperature at all times during storage and shipment, but never at a product temperature that exceeds 40 degrees Fahrenheit.

Dry: All dry 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.

Approved Brands

It is the intent of Community Action to afford maximum competition and equal opportunity to any potential vendor. Brand names and product number provided represent the products selected for the contract period, which have generally been tested and are acceptable to our client population. These products form the basis and standard for brand equality, quality and taste preference evaluations. The vendor must be able to produce Child Nutrition Labels for all products. Any substitutions made must be of similar standards for quality and taste preference as indicated by the RFP Specification and Pricing Form listed and proof thereof must be provided upon request of Community Action.

Inspection/ Acceptance/Rejection

An inspection/acceptance/rejection process may occur at the end user level-Head Start site or Corporate Office Central Kitchen. Products found to be unacceptable at this level will be rejected at the time of delivery, 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.

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 in a timely basis so as not to disrupt program schedules.

Insurance

The Vendor shall not commence work under the Contract until he has obtained all insurance required, nor shall Vendor allow any Subcontractor or Sub-subcontractor to commence work or any portion of the work unless all insurance require of the subcontractor and the Vendor has similarly approved Sub-subcontractor.

All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business

in Illinois and to write the types of insurance policies as herein specified. The companies shall have a policy holder's rating of "A and a financial rating of "AAAAA" as stated in the latest edition of Best's Insurance Guide.

The insurance coverage required under this Article shall be maintained by the Vendor, Subcontractors, and Sub-Subcontractors until the Vendor all work.

Automobile Liability- Each Vendor shall obtain, at his expense, Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned vehicles, providing for bodily injury and death coverage in limits of an amount not less than \$1,000,000 per person and \$1,000,000 per accident, and property damage coverage in limits of \$1,000,000 per occurrence and \$3,000,000 in aggregate. Vendors shall be named insured.

Worker's Compensation- Each Vendor shall obtain at his expense insurance protecting Vendor from all liabilities that may be imposed under the Workers' Compensation Act and the Worker's Occupational Diseases Act of the State of Illinois. In the event that any portion of the work is sublet, each Vendor shall require Subcontractors and Sub-subcontractors similarly to provide such insurance for all their employees. The limit of liability afforded under the Employer's Liability Section of the Worker's Compensation and Employer's Liability Policy shall not be less than \$500,000 for any one accident or occupational disease. Certificates of Insurance indicating State approved self-insurance on aggregate excess for Worker's Compensation and Occupational Disease are acceptable subject to the approval of Community Action.

Comprehensive General Liability and Property Damage- Each Vendor shall obtain, at his expense, such Comprehensive General Liability and Property Damage Insurance as shall protect him from claims for damages or bodily injuries, including accidental death, as well as from claims for property damage including loss of use resulting from accidental death as well as from claims for property damage including loss of use resulting therefrom, which may arise from activities under or incidental to the contract, both on or off the site, whether such activities be by himself, any subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them, or as otherwise may herein specified. Public Liability Insurance shall be in an amount of not less than \$3,000,000 for bodily injury, including accidental death, to any one person and subject to the same limits for any one occurrence. Property Damage Insurance shall be in an amount not less than \$1,000,000 for damage to property in any one occurrence with an aggregate limit of not less than \$3,000,000. The comprehensive General Liability Insurance shall include coverage for Operations-Premises, Product Liability, Contractor's Protective Liability, Completed Operations and Contractual Liability. The policy shall be endorsed to provide Broad Form Property Damage Liability.

Owner's Protection- Each Vendor shall provide, at its expense, Owner's Protective Insurance naming Community Action as Co-Insured, and shall include Community Action as named insured under the foregoing.

Comprehensive General Liability and Property Damage Insurance- Said insurance shall afford Community Action the same protection and in the same amounts as required in the paragraph above for the supplier and shall protect Community Action from all claims for bodily injury and property damage arising from ownership of the premise and general supervision or observation of the work, including claims by employees of the Vendor, and Subcontractors or Sub-subcontractors.

The Vendor shall furnish Community Action with copies of the policy, which shall contain a provision that the policy will not be canceled until at least thirty (30) business days prior written notice has been given to Community Action. Within fifteen (15) business days after notice of Award, the Vendor shall file with Community Action a Certificate of Insurance showing complete coverage of all insurances of all insurances required by this Article signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy number, the limits of liability of the policies and dates of their expirations, with further certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled or terminated without thirty (30) business days prior written notice to Community Action.

Certificates of Insurance and letters of indemnification of any form of Umbrella or Excess of Loss coverage for Employer's Liability, General Liability or Auto Liability of not less than \$8,000,000 for any one occurrence and subject to the same aggregate are acceptable in lieu of the limits specified in this Article, subject to the approval of Community Action as to form and amount of self-insured retention, Community Action reserves the right to require a copy of the entire policy.

Hold Harmless Clause

The Vendor shall hold harmless and indemnify Community Action for every claim, demand, suit, or award which may be made 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 for the furnishing or use of any copyrighted or not copyrighted formula, secret process, or patented or not patented

invention in the performance of the services called for under this contract;

- c. The Vendor, at its own expense and risk, shall bear all reasonable attorney fees, cost and expenses against any legal proceedings that may be brought against Community Action, on any such demand, and satisfy any judgment that may be rendered against any of them.

Legal Defense

The Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against Community Action, on claims caused in material and substantial part by the vendor and not caused in material and substantial part by the Vendor and not caused in material substantial part by an act, neglect, default or omission of Community Action 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 Community Action.

Modifications to Existing Contract

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of Community Action 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 Community Action and the Vendor prior to the enactment of such modifications.

Federal Monies

It is estimated that at least 80% of the expenditures during the contract year will be paid out of Federal monies.

Computation of Pricing

The computation of the net delivered prices for Direct to Manufacture Items in product Excel form will be the manufactured-quoted laid-in cost plus the vendor's fixed fee for drayage.

In product Excel form of the Specifications and Pricing Form, General Distribution Items, the Vendor is to submit both the Vendor's laid-in cost plus the fixed fee for each item, which will then calculate to the net delivered price. The laid-in cost may vary from item to item. The fixed fee for each item will remain the same for the contract length, including potential rollovers. For the purpose of this

proposal, laid-in costs shall be based on the vendor's costs for the week of June 26-30, 2023.

No separate charges, except those clearly recorded on this quotation form will be allowed.

Promotional Allowances

Promotional allowances, if any, should be identified in Column C of pricing Excel form and will be calculated into the net delivery prices (Column D). Allowances will remain in effect for the length of the contract including potential rollovers. The allowance should be complied and credit issued on a monthly basis or deducted off the invoice at the time of delivery.

Rebates

Rebates available from the manufacturer to the customer, based on proof of purchase, should not be included in the net delivered price. Vendor should list this information on the separate sheet. These rebates should be complied on a quarterly basis at a minimum.

Ability to Supply/Deliver

Vendor should offer proposals and quote prices only if merchandise can be obtained and delivered on a specified delivery dates/schedules and in delivery amounts required by Community Action.

Evaluation of Proposal

The contract will be awarded on a primary vendor basis. The primary vendor will receive no less than 85% of total purchases. In order to qualify for the contract award, interested vendors must be able to answer YES to all Critical Qualifying factors.

Auditing

Notarized copies of the successful Vendor's original invoices, reflecting laid-in costs must be made available for inspection by representative of Community Action for the week of June 26-30, 2023 and throughout the duration of the contract. An audit of the laid-in costs for specific items for the week of June 26-30, 2023 will be made prior to the proposal award. The apparent successful Vendor will be given a list of ten (10) items for which the laid-in cost will be verified. The apparent successful Vendor has seven (7) days after the proposal opening to submit invoices verifying their laid-in cost. Failure to do so may disqualify the Vendor.

Orders/Delivery

Successful Vendor will provide deliveries to designated area at each of the Community Action sites listed in Attachment A.

Community Action must be advised of products substitutions at least twenty-four (24) hours in advance of the delivery. Substitutions must be approved by the Director of Food Service, or designee, prior to delivery and will be of equal or higher quality with no additional charge. Should problems arise Community Action reserves the right to order from other sources when the supplier cannot supply product needs.

Deliveries to the sites listed in Attachment A, will be accepted Monday through Friday, when school is in session, between 8am and 4pm, unless prior arrangements have been made. Kitchen located at the Corporate Office will accept delivery Monday through Friday between 6:30 am and 1:30pm, unless prior arrangements have been made.

An accurately priced delivery invoice must accompany all deliveries, and will include an invoice number, quantities of each item delivered, unit price and extended prices.

Credit memos shall be issued at delivery time for items on the invoices but not delivered.

An authorized food service employee must sign delivery invoices and credit memos and two copies must be left with the site personnel at the time of delivery.

Payment

Payment will be made following approval by Community Action. Payment by Community Action for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection reveals defects in materials or workmanship or a failure to meet the specifications contained herein.

Method of Award

The award of this contract will be calculated by totaling the net delivered prices for each item, plus or minus the values assigned in the Weighted Quality Service Indicators, with the successful Vendor having the lowest total cost to Community Action.

CRITICAL QUALIFYING FACTORS

Failure to answer all questions with a **Yes** and supply requested information or failure to provide required service shall result in disqualification of the Vendor.

Vendor is able to deliver 100% of the items specified to all Community Action sites.

Yes		No	
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Vendor will stock direct-to-manufacturer items listed in the Product Excel Form for the duration of this contract.

Yes		No	
-----	--	----	--

Vendor has passed USDA and State of Illinois warehouse inspection.

Yes		No	
-----	--	----	--

Vendor has a comprehensive Internet-based ordering system and will provide software training at no additional cost to Community Action. (Please include detailed ordering system information in proposal packet)

Yes		No	
-----	--	----	--

The online ordering system allows customers to generate Child Nutrition Labels on all food products.

Yes		No	
-----	--	----	--

Vendors will supply Community Action management periodic recaps of purchases by site, as requested.

Yes		No	
-----	--	----	--

Vendor will notify Community Action of any manufacturing marketing promotions in a timely manner to allow full participation.

Yes		No	
-----	--	----	--

Vendor will track the usage of items eligible for manufacturers' rebates.

Yes		No	
-----	--	----	--

Vendor will annually update the proposal pricing form, effective July 1 of each succeeding year for the duration of the contract.

Yes		No	
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Vendor allows split case ordering.

Yes		No	
-----	--	----	--

Vendor will drop to sites identified on Attachment A.

Yes		No	
-----	--	----	--

WEIGHTED QUALITY SERVICE INDICATORS

Each quality service indicator below has an assigned dollar value. Adding or subtracting the assigned dollar value as calculated will adjust extended bottom line totals.

Vendor has supplied accurate calculations and extensions of RFP prices.
(Community Action will evaluate this question)

Yes		No	
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Yes answer value = \$0	No answer value= plus \$5,000
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Computerized ordering system allows customers to check and print history of quantities ordered for each item by site by varying timeframes. Systems must include the following reports:

- Usage with Cases and Dollars
- Case and Dollars by Personal Order Guide
- Usage with Case Only
- High-Low Usage with Case
- High-Low Usage with Dollars
- Usage by Vendor/Manufacturer

Yes		No	
-----	--	----	--

Yes answer value = \$0	No answer value= plus \$10,000
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Vendor requires minimum drop size. (\$ amount)

Yes		No	
-----	--	----	--

	\$100 value = minus \$10,000
	\$250 value = \$0
	\$500 value = plus \$10,000

If Community Action orders less than the \$250 minimum, the following surcharges will apply:

Yes		No	
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	"No" answers= minus \$10,000
	If \$35.00 surcharge charge value = \$0
	If \$50.00 surcharge value = plus \$5,000
	If \$75.00 surcharge value= plus \$10,000

Vendor provides Electronic Inventory System for stocked items and other, non-distributor products.

Yes		No	
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Yes value = minus \$0	No value = plus \$10,000
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Vendor will dedicate full product inventory once ordered.

Yes		No	
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Yes value = minus \$20,000	No value = plus \$20,000
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Vendor has a computerized menu costing option for use by Community Action personnel.

Yes		No	
-----	--	----	--

Yes value = minus \$20,000	No value = plus \$20,000
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Vendor has a computerized payment option for use by Community Action personnel.

Yes		No	
-----	--	----	--

Yes value = minus \$20,000	No value = plus \$20,000
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Vendor is minority owned.

Yes		No	
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Yes value = minus \$0	No value = plus \$5,000
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The Illinois Department of Human Rights has adopted rules and regulations requiring the inclusion of the following in all of our contracts and purchase orders, and the same and hereby incorporated.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's no-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Department of Human Rights Act or the Rules and Regulations of the Illinois Department of Human rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to the ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
2. That if hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which that may reasonable recruit and it will hire each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
3. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state other all applicants will be afforded equal opportunity without discrimination because of race, color, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understand, a notice advertising such labor organized or representative of the contractor's obligation under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its effect to comply with such Act and Rules and

CAPCIL does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with the Illinois Human Rights Act; the US Civil Rights Act; Section 504 of the Rehabilitation Act; the Age Discrimination Act; the Age Discrimination in Employment Act; and the US and Illinois Constitutions. If you feel you have been discriminated against, you have a right to file a complaint. For information, contact EEO Officer at 217-732-2159.

Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit all access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference with provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contractor, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further, it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontractors with the State of Illinois or any of its potential subdivisions or municipal corporations.

Firm/Corporation Name of Representative
Subscribed and sworn before me this _____ day of _____, 2011
My Commission Expires: _____
Signature _____

CERTIFICATE OF ELIGIBILITY

STATE OF ILLINOIS

SS: _____ COUNTY

Pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, Public Act 85-1295 (SB2002) as amended, the undersigned contractor, company, vendor, firm or corporation ("contractor") hereby certifies that neither the contractor nor any of the contractor's partners, officers or owners if the contractor's business has been convicted within the past five (5) years of the offense of bid rigging as defined in Section 33E-3 of the Illinois Criminal Code. Further the contractor also certifies that neither the contractor nor any of the contractor's partner's officers or owners of the contractor's business have

ever been convicted of the offense of bid rotating under Section 33E-4 of the Illinois Criminal Code Act 85-1295 (SB2002) of Criminal Code 1961.

Firm/Corporation

Name of Representative

Subscribed and sworn before me on this _____ day of _____, 2011

My Commission Expires: _____

Signature: _____

PROJECT QUALIFICATION FORM

Per Community Action, 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.

SEXUAL HARASSMENT

Each Bidder certifies that he has complied with the requirement of 2-105 of the Illinois Human Rights Act (775ILs5/2-105)-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 2 of the Illinois Drug-Free Workplace Act (30 ILCS580/3) 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.

Signed: _____

Name (printed): _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

TIMELINES

July 7, 2023	RFP available for distribution
July 21, 2023	Final day to request clarification
August 1, 2023	Request For Proposal Due
August 24, 2023	Community Action approves recommendation
August 31, 2023	Contract commences

CHECKLIST FOR SUBMISIONS

Failure to provide any required items listed below shall result in proposal rejection:

- Completed Cover Page
- Email submission of Completed Pricing Form to spitts@capcil.org
- Signed Legal Documents
 - Non-Collusion Affidavit
 - Equal Employment Opportunity
 - Certificate of Eligibility
 - Project Qualification Form
- Completed Qualification Factors and Service Indicators Surveys

Attachment A- Site Locations/Addresses

Deliver Weekly (August through May) between 8:00 am and 4:00 pm

Deliver Every Two Weeks (June and July) between 8:00 am and 4:00 pm

DeWitt Head Start Center
45 Cedar Square
Clinton, IL 61727

Mason Head Start Center
301 S. Dale
Havana, IL 62644

Logan 1/3 Head Start Center
2018 N. Kickapoo Street
Lincoln, IL 62656

Fulton Head Start Center
1055 W. Locust Street
Canton, IL 61520

Menard Head Start Center
511 S. 6th Street
Petersburg, IL 62675

Delivery Twice Weekly January through December between 6:00 am and Noon

Community Action Central Kitchen
1800 5th Street
Lincoln, IL 62656