

Auburn School District No. 10

Notice For BID

Bids will be received at the Auburn School District Administration Building, 606 North St. Auburn, IL 65615, for the work or materials as follows until time indicated:

BID SY26-27 Prime Vendor Food Service

DUE: 12:00 PM, prevailing time June 10 2026

Bid forms and specifications for the above work or material may be obtained from the District Administrative building, stated above. The Auburn School District No. 10 Board of Education reserves the right to reject any or all bids.

Dr. Darren Root, Supt.
Auburn Community School District 10

Auburn Community School District 10
Auburn, IL
Dr. Darren Root, Superintendent

INVITATION TO SUBMIT BID

Invitation to bid

Date Issued: May 15, 2026

Prime Food Service Vendor

Opening Date: June 10, 2026

INSTRUCTIONS FOR BIDDERS

Bids must be addressed as follows:

Auburn School District Administrative Building
Food Service Director
606 North St.
Auburn, IL 62615

INVITATION TO BID

Sealed bids will be received until 12:00pm local time June 10, 2026, and opened in public and read aloud at that time by the District Superintendent, or a designated representative of the Auburn School District.

The enclosed bid form **MUST** be used in submitting bids.

Awards will be made within twenty (20) days of bid opening date. Prices must be firm through completion of contract, unless otherwise stated in bid.

A. Type of Contract:

1. All bid prices are firm and fixed for the entire contract period, with the exception of the Vendor to request an escalation of pricing as described in the price escalation/deescalation section below.
2. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the SFA and Selected Vendor.

B. Bidding Instructions:

AUBURN COMMUNITY UNIT SCHOOL DISTRICT 10
PRIME VENDOR FOOD SERVICE BID SY 2026-2027

1. Each bidder, by submitting a bid, represents that the bidder understands the bidding documents fully and can fulfill the requirements of the bid. Oversights and errors will not relieve the bidder of the requirements contained in the bids.
2. Written inquiries relating to bid items specifications should be directed to:
Kala Dudley, Food Service Director
606 North Street
Auburn, IL 62615

C. GENERAL TERMS AND CONDITIONS

1. The bid will be awarded based upon the best overall value to the district; a combination of price, quality, and service history and/or reputation will be considered. Auburn School District 10, reserves the right to reject any or all bids, or any part thereof, to waive immaterial technicalities, and to accept the bid deemed most favorable to the interest of the Auburn School District, after all have been examined and evaluated.
2. Bids received late will not be considered.
3. District #10 reserves the right to request bid prices on any new products that may become available during the contract year.
4. One hundred percent of all line items must be bid to be considered.
5. Bids on all items shall be for the specified product, unless substitutions have been pre-approved. Bidder must supply, if not bidding the preferred brand, the brand name, manufacturer, and/or UPC number, and product information sheets for every item bid.
6. Rebates given by a manufacturer to all customers, based on proof of purchase, should not be included in the bid price. District shall retain the right to rebates, and the bidder must be responsible for tracing rebate information for the District.
7. Bidders must be able to supply produce with the delivery of other food and supplies. Produce must be bid on the percentage over market value for full and partial cases.
8. Bidders must be able to supply additional food and non-food items not included in the original bid. These items shall be offered at competitive prices.
9. All bids and information need to be submitted in a sealed envelope.

D. PRICE ESCALATION / DEESCLATION

- Vendor may submit a request no later than one month prior to the beginning of the second semester for price escalation on specific products known to have increased appreciably in delivered (landed) cost to the Vendor.
- Documentation of Vendor's increased cost for each product must be submitted for consideration by the district. The district reserves the right to reject any price increase submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments with 30 days' notice.

E. LICENSURE / FACILITIES

- All bidders must possess and maintain all licenses, bonds, certifications, and liability insurance as required by the State of Illinois, USDA, Food Service Department and State Health Department to operate as an approved food distributor.
- Warehouse facilities and delivery vehicles must maintain appropriate standards of cleanliness, pest control and temperature control for all food products during receiving storage, and delivery in accordance with HACCP procedures as required by USDA.

F. VEHICLES / DELIVERY PERSONNEL

- For the safety of our children, delivery personnel must observe all district vehicle rules and safety procedures when entering or exiting school property, including observance of approved delivery times and designated entry doors.
- Deliveries shall be made at least once a week for each school location below. In addition, deliveries must be delivered during each school's hours of operation on days when school is in session. Delivery dates and times must be coordinated with the Food Service Director.
 - Auburn High School 511 N 7th St, Auburn, IL 62615
 - Auburn Jr. High School 303 E. Kenney Street, Divernon, IL 62530
 - Auburn Middle School 601 N 7th St, Auburn, IL 62615
 - Auburn Elementary School 445 N 5th St, Auburn, IL 62615

- Delivery and/or sales personnel will comply with State law in regard to a “Tobacco Free” campus and refrain from tobacco use of any kind (including smokeless tobacco) while on school grounds.
- Delivery personnel will be required to observe HACCP procedures for receiving food products as designated by the district’s Food Safety Plan. Any damaged or otherwise substandard product (such as products exceeding appropriate temperatures) will be noted on the invoice and returned at the time of delivery. Product shortages will be noted on original invoice and an adjusted invoice or credit invoice.

G. ORDERING / INVOICING

- All orders will be placed on a weekly basis.
- Vendor will provide a customer service representative to assume responsibility of problem resolution and account management. Including weekly visits by a sales representative to review any problems that may occur and to keep the Food Service Director informed on any new products or promotional material that may be available to us.
- A controlled electronic ordering system will be provided and will include only bid items or those pre-approved by the Food Service Director. Only designated personnel will be allowed to place orders. The Food Service Director or designee must approve all orders before being shipped.
- Shortages or damaged products will require notification and approval of Food Service Director or Manager to assure compliance to specifications.
- A copy of invoices will be provided. Documentation of credit for damaged, shorted or returned products is required before invoice will be paid.
- The quantities provided within this document are estimated quantities and the SFA has no obligation to purchase the estimated quantity. Special orders may be required upon request.
- Statements may be mailed or emailed to the contact information listed on page one.

H. PRODUCT QUANTITY / QUALITY / LIABILITY

- All products must be consistent with the specification, grade, quality or brand requested. This requirement will not be considered sufficient cause to judge these specifications as restrictive. All bidders may offer, for approval, another product equal to the brand or specification requested prior to submission of bid. Auburn School District reserves the right to determine “equal quality” based on the evaluation of the product specifications, taste, and appearance and/or student acceptability and will choose those products that most closely represent the type of product desired.
- The successful Vendor, on acceptance of this contract agrees during the term of this contract to indemnify, hold harmless and defend the School Board of Auburn School District and its employees from any and all costs and expenses, except those derived through the negligence of school district personnel, including but not limited to, attorney’s fees, discovery costs, court costs and all other sums related to every claim, demand or assertion of liability or action founded, arising from foreign or extraneous matter or any other bacterial or chemical contaminant found within products, negligence is handling or from services provided by the Vendor, his agents, employees or equipment, whether such claims be for damages, injury to person or property, (including the School Board’s property) or death. Vendor shall possess appropriate liability insurance.
- Damaged, incorrect brand or otherwise substandard product, or product ordered without the Food Service Director’s approval will be the liability of the Vendor and as such will be credited to the district for the cost of the product and returned at Vendor’s expense.
- In the event the selected Vendor is unable to supply the quantity of a specified product within a timely manner, the district retains the option of selecting an appropriate item as a replacement or may choose to seek another supplier for the item without regard to specified bid quantities.

I. NUTRITIONAL DATA / CN LABELING / ALTERNATES

- A current “Nutrient Fact Label”, Manufacturer’s Data Submission Form, and CN label (if applicable) or Product Formulation Statement from manufacturer is required for all food items. **After the bid is awarded, vendors must provide all required information for all food bid items.** Samples of alternate products may be required

before product is approved. The district reserves the right to reject any and all alternates.

- Any alternates shall include a complete description of the product and packaging, and **must** be pre-approved.
- Successful Vendor must be in compliance with the Buy American act in supplying only domestic products, subject to availability. The Auburn School District participates in the National School Lunch and Breakfast programs in the contiguous United States and are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define domestic products as one that is produced and processed in the United States, substantially using agricultural commodities that are produced in the United States. Substantially means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

J. EVALUATION CRITERIA

- Quality of product offered and ability to supply specific product requested or an approved alternate will be evaluated. Bids will be rejected regardless of pricing if products offered do not meet requirements and/or specifications listed. The Vendor may not change products offered after bid award without the approval of the Food Service Director.
- Compliance with bid instructions and requirements must be met.
- Facilities, storage and delivery capabilities of the Vendor must be deemed adequate to meet the requirements of the program and be in compliance with all State and Federal laws and HACCP regulations.
- The district reserves the right to waive any or all bid irregularities, formalities, or other technicalities; to be the sole and independent judge of quality and suitability of any products offered.
- All bid items are subject to evaluation and approval by the district. In evaluating the bids received and determining the best value for the district, the district may also consider any combination of the following criteria with the point value in place totally up to 100.
 - The purchase price = 50

- The reputation of the Vendor and the Vendor's goods and/or services = 20 points
- The extent to which the goods and/or services meet the needs of the district = 10 points
- The Vendor's past performance with the district = 5 points
- The probability of continuous availability of the goods and/or services offered = 5 points.
- The impact on the ability of the district to comply with any applicable laws or rules = 10 points.

This contract will be awarded in the best interest of Auburn School District after considering all criteria listed. The right to reject any and all offers is maintained by the Auburn School District.

K. CANCELLATION / TERMINATION

- **TERMINATION FOR CONVENIENCE:** The school District may terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Vendor at least thirty (30) days written notice before the effective termination date. The Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the school District be liable to the Vendor for compensation for any service which has not been rendered. Upon such termination, the Vendor shall have no rights to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- **TERMINATION FOR CAUSE:** If the Vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
 - The School District will provide notification of termination for cause in writing. This notice will:
 - Specify in reasonable detail the nature of the breach

- Provide the Vendor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice.
- Shall specify the effective date of termination in the event the Vendor fails to correct the breach. The Vendor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. The opportunity to “cure” shall not apply to circumstances in which the Vendor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- Notwithstanding the foregoing, the Vendor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this contract by the Vendor.
- **BREACH:** A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to perform in accordance with any term or provision of the contract.
 - Partial performance of any term or provision of the contract
 - Any act prohibited or restricted by the contract, or
 - Violation of any warranty
- **CONTRACTOR BREACH:** The School District shall notify the Vendor in writing of a breach.
 - In event of breach by Vendor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.
 - In the event of a breach, the School District may access liquidated damages.

- **PARTIAL DEFAULT:** In the event of a breach, the School District may declare a partial default
- **CONTRACT TERMINATION:** In the event of a breach, the School District may terminate the contract immediately or in stages. The Vendor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amount which may be due to the Vendor without waiver of any other remedy or damages available to the School District at law or equity.
- **SCHOOL DISTRICT BREACH:** In the event of a breach of contract by the School District, the Vendor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Vendor to provide said written notice shall operate as an absolute waiver by the Vendor of the School District's breach. In no event shall any breach on the part of the School District excuse the Vendor from full performance under this contract. In the event of breach by the School District, the Vendor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Vendor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District's breach. Failure by the Vendor to file a claim before the appropriate forum in Illinois with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the Vendor.

Non-Discrimination Statement: This explains what to do if you believe you have been treated unfairly.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at **(202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at <https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-2817Fax2Mail.pdf> or from any USDA office by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to the USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (833) 256-1665 or (202) 690-7442;
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

BID SHEET INSTRUCTIONS

PLEASE USE INFORMATION BID SHEET (ATTACHMENT A) TO FILL IN ALL COLUMNS AS DESIGNATED BELOW. PLEASE DO NOT LEAVE YELLOW COLOMS BLANK. ALL BIDS ARE REQUIRED TO BE ON THE BID SHEET PROVIDED BY THE DISTRICT. INSTRUCTIONS FOR THE INFORAMTION BID SHEETAS FOLLOWED.

INFORMATION BID SHEET FOR BIDDERS

BRAND:

Indicates the product brand name

PRODUCT/DISCRPTION:

Indicates the item to be bid with specific identifying features of the product listed.

PACK SIZE:

How the product is packed and the size, such as “OZ, “CT”, “GAL” or “#”. If the product is different than the requested pack size, please indicate in the NOTES section.

CODE:

This column indicates the Manufacturer Code for each item to ensure the requested item is bid.

EST Annual USAGE:

Indicates the estimated purchasing quantity.

WG:

Please indicate if the product is whole grain by putting a “WG” in this section.

CN:

Please indicate if the product has a CN Label by putting a “CN” in this section.

CASE/BID PRICE:

Please indicate your bid price for each product in the section you are bidding on in this column.

NOTES:

Please list the specific brand you are bidding and supply nutritional data and/or CN label information if different from the one listed.

ACCEPTANCE FORM

To be signed and submitted with sealed bid documents. Please sign and submit this page with the sealed bid document.

FUEL AND/OR DELIVERY COSTS DISCLOSURE:

Please indicate any additional costs to be added for product delivery and how the costs will be incurred.

NO ADDITIONAL COSTS WILL BE ADDED FOR DELIVERIES: _____

AMOUNT TO BE ADDED: **AS A FIXED DOLLAR AMOUNT:** _____
AS A PERCENTAGE OF PURCHASE: _____

THIS AMOUNT WILL BE ADDED: PER DELIVERY: _____
PER INVOICE: _____

IF PURCHASE IS BELOW THIS DOLLAR AMOUNT: _____

OTHER (Please explain how costs will be added)

THIS INFORMATION WILL BE CALCULATED AS PART OF THE TOTAL COST OF THE BID PROPOSAL.

SIGNATURES: _____

Representative's signature communicates a clear understanding of the "General Terms and Conditions" as outlined in items 1-9 and authorizes their acceptance if awarded the bid on behalf of the Vendor represented.

COMPANY NAME AND ADDRESS

SIGNATURE OF REPRESENTATIVE

I attest that I am a duly authorized representative of the company listed.

_____ **DATE:** _____

I, _____, hereby state:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and state officials, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
 - In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

AUBURN COMMUNITY UNIT SCHOOL DISTRICT 10
PRIME VENDOR FOOD SERVICE BID SY 2026-2027

4. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

Signature

Date: