



**Stark County Schools' Council of Governments  
FRESH PRODUCE  
REQUEST FOR PROPOSAL**

**Notice to Bidders**

Notice is hereby given that the Stark County Schools' Council of Governments (SCSCOG) will receive proposals to furnish fresh produce to member school districts, governmental and higher education entities serviced by the Stark County Schools' Council of Governments (SCSCOG) Cooperative Purchasing Program.

**BIDS DUE: Tuesday, April 15, 2025 10:00 AM EST (Local Time)**

at the office of the  
Stark County Educational Service Center  
Room 121  
6057 Strip Ave NW  
North Canton, OH 44720

on the following items:

**FRESH PRODUCE**

**Award Period: July 1, 2025 through June 30, 2026  
with option to extend the contract annually**

Proposals shall be properly and completely executed as indicated in the Instructions to Bidders. **Required forms/samples are listed in Instructions to Bidders**, and must be received prior to the bid closing date and time. Late quotations will not be accepted.

All questions regarding this RFP must be submitted by Tuesday, April 15, 2025 at 10:00 a.m. EST. Send all questions to Julie Morgan, Cooperative Purchasing Director at [julie.morgan@apps.sparcc.org](mailto:julie.morgan@apps.sparcc.org) and reference RFP number in subject.

The SCSCOG Governing Board reserves the right to accept or reject all bids and to waive any informality therein.

Julie Morgan  
Cooperative Purchasing Director  
Stark County Schools' Council of Governments

## Instructions to Bidders

The bid herein is exclusively for the school districts, governmental and higher education entities of Stark County Schools' Council of Governments (SCSCOG) in North Canton, Ohio.

### I. GENERAL TERMS

1. Bidders Response: Bids must be submitted in the Corporate Firm or Trade Name of the bidder. If bidder is a corporation, the corporate name must be correctly stated. The owner, partner or an authorized officer must provide his/her name and title, and insert the address and telephone number of the bidder. Provide the name, title, address and phone number of the contact person should it differ from the firm's authorized officer.
2. **All proposals shall be made on the forms provided by the Stark County Schools' Council of Governments (SCSCOG) to avoid disqualification.**
3. All blanks in the proposal form must be appropriately filled in and all prices must be stated in figures. All prices and quotations must be in writing. No oral, telegraphic or telephone quotations or modifications will be accepted.
4. Bidder must insert place of origin, case weight, case pack size, price per case and price per pound for each item.
5. **Proposals shall be made on the forms provided by the SCSCOG without modification and will be accepted until Tuesday, April 15, 2025 at 10:00 a.m. EST. These must be returned both in hard copy and electronically. The hard copy of the proposal shall serve as the official document.** Documents in **hard copy format** are to be submitted to: Attention of Julie Morgan, Cooperative Purchasing Director, Stark County Schools' Council of Governments, 6057 Strip Avenue NW, North Canton, OH 44702. Documents in **electronic format** are to be submitted to Lea Packey through email to [lea.packey@apps.sparcc.org](mailto:lea.packey@apps.sparcc.org) with "2025.3 Fresch Produce Proposal" on the subject line.
6. Bidder may provide additional pages and literature, all clearly marked with Vendor's name, to fully explain proposal.
7. Vendors will not be contacted regarding incomplete bid submissions. **A bid will be considered non-responsive if required information is not provided.**
8. Forms in the section shall be completed, signed and notarized where needed, and submitted to the mailing address in the "Notice to Bidders" section above. Make sure the outside of the envelope is marked with the name and proposal number of the bid. Forms include:
  - Appendix A: Intent to Respond Form  
***(submit electronically within (2) days of receipt of RFP)***
  - Appendix B: Line Item Bid Sheet
  - Appendix C: Forms 2025.1
    - Page 1: Bidder Checklist
    - Page 2: Agreement-Verification Statement
    - Page 3: Non-Delinquent Personal Property Taxes
    - Page 4: Non-Collusion Affidavit
    - Page 5: Certification Regarding Debarment and Suspension
    - Page 6: Certification Regarding Lobbying

Page 7: Acceptance of Contract

Page 8/9: Form USDA AD-1047

Page 10/11: Form USDA AD-1048

- Appendix D: Procurement Requirements
  - Appendix E: Form W-9
9. Items offered shall meet the specifications as stated in the bid sheet description. Vendor shall quote the *best* price for each item as described. **Any product bid that does not meet the specifications must be clearly noted in Variance column(s).** The bid items will be considered on the basis of known quality, cost, results of testing by the Evaluation Committee (if applicable) and past responsibility of vendor. Failure of vendor to supply the above required information utilizing the methods indicated will result in a non-responsive bid.
  10. Prices should not include drayage, packing or shipping and handling charges, or any fuel surcharges.
  11. All prices offered by bidders must include on site off loading and inside delivery.
  12. All vendors submitting proposals must verify the fact that they are capable (with personnel, necessary merchandise and financial resources) to furnish products for the period of time stated and at the price quoted. Failure to comply with this requirement may eliminate the vendor from consideration at this time and in the future quoting prices to SCSCOG Members.
  13. Product number, price and brand are required for all items bid. Include with each item bid, unit price delivered, using only the bid form furnished. Failure of vendor to supply the above required information will result in a non-responsive bid.
  14. Bids will be accepted on the unit cost of each item.
  15. The submitted bid shall be considered legally binding on all bidders. A designee of the SCSCOG Governing Board shall notify successful bidders in writing. The agreement shall be effective upon award and purchases will be put into effect by means of purchase orders by the districts. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price.
  16. Force Majeure-In the event that either party is unable to perform any of its obligations under this contract, or to enjoy any of its benefits, because of natural disaster or decrease of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of the notice of the Force of Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.
  17. The bidder agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Ohio.
  18. Vendors may include additional items at the end of the Bid sheet for consideration by the SCSCOG.
  19. Vendors are encouraged to offer cash discounts in terms of payment, for payments within 30 days. Alternate payment plans will be considered. The discount period begins with acceptance of shipment at destination, or receipt of properly executed vendor invoice— whichever is later.

20. Vendors are encouraged to provide additional literature and to list any other services that the company will provide which might be of assistance to the member entities.
21. All vendors are urged to read the solicitation carefully. All requests for bid clarification or modification must be made in written form and emailed to Julie Morgan, Cooperative Purchasing Director at [julie.morgan@apps.sparcc.org](mailto:julie.morgan@apps.sparcc.org).
22. No vendor may withdraw or change proposals on any items after the end of the bidding period. No company shall withdraw their proposal for 60 days. All offers are firm. Check the proposal carefully because errors cannot be corrected after Request for Proposal closing date. It is a condition to any award under this proposal that bidders deliver priced quoted, even in error.
23. SCSCOG cannot commit any of the SCSCOG Members to any proposal received as a result of this solicitation for quotes, nor can SCSCOG commit any of the SCSCOG Members to any contract as a result of the proposals. SCSCOG will, however, strongly recommend that the SCSCOG Members contract directly with the lowest responsible bidder, which also satisfies the qualifications set forth in the specifications.
24. Amounts of materials indicated as *estimated quantities* should not be considered as firm commitment quantities. The SCSCOG does not obligate itself to purchase at past levels.
25. Member school districts, governmental and higher education entities participating with the SCSCOG are the only legal buyers in this program. Successful vendors will receive a detailed membership list of participating members and shall only allow those entities to purchase at bid prices. Eligibility to buy from this bid shall also extend to any entity joining the SCSCOG during the bid period.
26. In awarding the contract, Stark County Schools' Council of Governments and the participating members' governing bodies reserve the right to consider all elements entering into the question of determining the responsibility of the bidder including, but not limited to, quality, utility, and service facilities available. The SCSCOG Governing Board may waive defects in the form of the bid when no prejudice will result to the rights of any bidder or the public. In the event that the State subsidy is not granted, or is in any way reduced, the Board reserves the right to use this as cause for rejecting any and all bids. Awards will be made at a subsequent meeting of the SCSCOG Governing Board. The Governing Board reserves the right to accept or reject any bid, or any part thereof, to award the contract to the lowest responsive and responsible bidder, the right to make a multiple award, the right to waive any informalities or irregularities in the quotes received, and to make selections that, in its judgment, are best suited for the purpose intended.
27. It is the vendor's responsibility to notify the SCSCOG, Julie Morgan, Cooperative Purchasing Director at 330.492.8136 or by email at [julie.morgan@apps.sparcc.org](mailto:julie.morgan@apps.sparcc.org) promptly if extenuating circumstances will adversely affect execution of the terms of the quotation. Communication shall be deemed accomplished if written notice is delivered to: Stark County Schools' Council of Governments, Attention Julie Morgan, Cooperative Purchasing Director, 6057 Strip Ave NW, North Canton Ohio 44720.
28. Upon request, bidder will provide three (3) current references from school districts or customers requiring weekly deliveries to multiple locations. These references must include the customer name, name and title of contact person, phone number, number of delivery locations and frequency of deliveries.

## II. PURCHASING

1. This bid is for a **“Cost Inclusive of Fixed Delivery Fee”** contract. Cost shall mean the vendor's cost of the produce item not to exceed the cost as reported in the Wholesale

Terminal Market Price Report published for Cleveland, Ohio. Fixed delivery Fee shall mean the vendor's charge for stocking, storing and delivering the produce to all participating districts.

2. Produce Pricing Cost should be submitted **weekly** and shall remain firm for the full week.
3. All minimums must be listed, if not listed, no minimums will be considered. If minimum quantities are not a condition of bid pricing, please state.
4. All resultant orders for products/supplies will be placed directly by members, using their respective purchasing forms and procedures. Questions pertaining to orders or invoicing should be directed to the individual member.
5. No order is to be shipped without a purchase order number.
6. Vendor will deal directly with the SCSCOG except in matters pertaining to specific purchase orders.
7. The members reserve the right to refuse delivery of any one item or items failing to meet specifications or prices as quoted by the bidder.
8. Any substitutions of materials without written consent of the SCSCOG can be considered justification for revocation of agreement between all entities and exclusion from future quoting. Substitutions must be of equal or superior quality and must be the same price as the product originally ordered.
9. **Bidders shall not include shipping and handling charges, federal excise tax or state sales tax on invoices.** Taxes do not apply to purchases by the participating members. All participating members have a "Not for Profit Tax Exemption Certificate", which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the purchase order, or unapproved product substitutions, will be returned at the vendor's expense.

### III. INVOICING

1. There shall be one invoice (in duplicate) for each purchase order. No item is to be invoiced if it has not been shipped.
2. All invoices must show a purchase order number. All purchase orders must be invoiced separately to the member district placing the order.

### IV. PAYMENT

1. Each member will submit its own orders and make its own payments. Payment shall be made when the order has been fully delivered and accepted to the satisfaction of the member. Payment may be withheld in whole or "part" due to incorrect or defective material. SCSCOG members will not pay any finance or late charges without written consent of the SCSCOG.

### V. REPORTING

1. Vendors shall submit **monthly** reports to the SCSCOG summarizing items purchased by each member district. Reports shall include name of member district, date(s) of purchase, quantity, product number and description of item(s), and item price.
2. Upon request, vendors will furnish to the SCSCOG a usage report showing items purchased by each participating member district. The report shall include the name of member district, date(s) of purchase, quantity, product number and description of item(s), and item price. **A vendor not complying with these reports may not be eligible next bidding cycle.**

- Vendors shall submit reports electronically, in Excel format, Lea Packey at [lea.packey@apps.sparcc.org](mailto:lea.packey@apps.sparcc.org)

<b>PRODUCT SPECIFICATIONS</b>
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**Price Adjustments**

- It is the intent of the SCSCOG to secure pricing weekly.
- In the unlikely event of a natural disaster impacting the product industry, the SCSCOG will be receptive to a discussion with the Distributor.

**Product Out of Stocks**

- All orders shall be delivered in full. Substitute products must have prior approval from the Food & Nutrition Services Director. Items not supplied on valid orders will be purchased at other purveyors and any cost differences will be passed on to successful bidder.

**Unauthorized or Damaged Goods**

- The successful bidder shall deliver authorized and undamaged goods. Any damaged or unauthorized product delivered by the successful bidder will be replaced next day, at the bidder's expense, unless otherwise instructed by the Food & Nutrition Services Director. At time of delivery, product must be top quality, fully mature, and in good commercial condition with regard to texture, juiciness, and firmness in accordance with its type and varietal attributes. If excessive spoilage is noted, the product will be rejected and must be replaced the same or next day, or full credit must be given. If product is repeatedly delivered in an unacceptable state, the vendor may be excluded from bidding on produce in the future. The vendor must provide credit for produce delivered which does not comply with specifications. Delivery to be made by refrigerated truck(s) in order to minimize decay.

**Reject Product**

- Any product rejected by the Food & Nutrition Services Director must be removed from the school location by the successful vendor the next day following notification to the successful bidder. Any product left after this time will be considered abandoned by the Vendor and may be disposed of as School Board property.

**Product Standards**

- All products must meet the requirements of all federal, state and city laws, regulations and standards of quality.

**US Department of Agriculture Certification**

- Each bidder shall complete and submit both of the US Department of Agriculture certification forms provided.

**Scope of Work**

- Estimated total expenditures spent for FY24 are \$661,286.54.
- The successful bidder must provide fresh produce items to each school facility as listed in the District Delivery Details file.