

Community Consolidated School District 15

580 North 1st Bank Drive

Palatine, Illinois 60067

REQUEST FOR BID

USDA COMMODITY FOOD PRODUCTS

BID #21-019

APRIL 28, 2021



BID #21-019
NOTICE TO BIDDERS
USDA COMMODITY FOOD PRODUCTS
APRIL 28, 2021

The Board of Education of Community Consolidated School District 15, 580 North 1st Bank Drive, Palatine, Illinois 60067, will receive bids for USDA COMMODITY FOOD PRODUCTS in accordance with the contract documents and specifications as filed with the Purchasing Department in the Business Office.

Contract documents are on file and may be examined any time after APRIL 28, 2021.

Board of Education Office
Joseph M. Kiszka Educational Service Center
580 North 1st Bank Drive
Palatine, Illinois 60067
Attention: Tari Farina

Bid Due Date: May 28, 2021 1:00 p.m. CST

Bid Delivery Address: **Board of Education
Community Consolidated School District 15
580 North 1st Bank Drive
Palatine, Illinois 60067
Attn: TARI FARINA, Purchasing Department**

No bids may be withdrawn for a period of 60 days after the Bid opening date. Any time stated is in Central Standard Time zone.

Bids will be held without right of withdrawal until Wednesday, June 9, 2021, at 7:00 p.m. when it is anticipated the Board will be acting on the bid. Results of the Board's decision will be posted on the District website, www.ccsd15.net/bids, on Thursday, June 10, 2021.

The Board of Education reserves the right to waive any irregularities or reject any or all proposals when in its opinion such action will serve the best interests of the Board of Education of Community Consolidated School District 15.

By authorization of the Board of Education:



Tari Farina
Purchasing Department

INSTRUCTIONS TO BIDDERS

Proposals:

For proposals to be entitled for consideration, they must be made in accordance with the following instructions.

All bids must be submitted on forms of proposal marked Exhibits "A", "B", "C", "D", and "E" USDA COMMODITY FOOD PRODUCTS, furnished by the Board of Education of Community Consolidated School District 15 ("Board"). **Proposals submitted on other forms will be rejected.**

Proposals must be signed in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

Oral, telephonic, telegraphic, electronic or facsimile transmitted bids **will not be accepted**.

Bid documents shall be submitted in sealed envelopes with the outermost envelope clearly marked BID #21-019 USDA COMMODITY FOOD PRODUCTS ATTENTION: TARI FARINA. **Bid documents received in envelopes not clearly labeled as such will be rejected if accidentally opened before the specified bid opening time or if not received by the specified bid opening time due to improper labeling.**

PROPOSAL FOR: USDA COMMODITY FOOD PRODUCTS

ADDRESSED TO: Board of Education
 Community Consolidated School District 15
 580 North 1st Bank Drive
 Palatine, Illinois, 60067
 Attn: TARI FARINA, Purchasing Department
 Due: FRIDAY, MAY 28, 2021, at 1:00 p.m. CST

Bid Deposit:

None required. Bidder acknowledges his failure to perform within the intent of the bid solicitation may disqualify him from bidding to the Board of Education, Community Consolidated School District 15.

Examination of Specifications:

Each bidder shall acquaint itself with the conditions as they exist so that it may be completely familiar with the conditions pertinent to the fulfillment of the work required under this Contract.

Time for Receiving Bids:

Bids (and sample, if any) must be delivered no later than Friday, May 28, 2021, at 1:00 p.m. CST at the Joseph M. Kiszka Educational Service Center, 580 North 1st Bank Drive, Palatine, Illinois 60067, when they will be publicly opened and the contents announced via video conference.

Award of Contract:

Contracts will be awarded to the lowest responsible, responsive bidder, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the School District.

We are providing one copy of Exhibits "A", "B", "C", "D", and "E" for BID #21-019 USDA COMMODITY FOOD PRODUCTS. **Please return Exhibits "A" through "E" as your bid in a sealed envelope labeled BID #21-019 USDA COMMODITY FOOD PRODUCTS and retain a copy for your records.**

SPECIFICATIONS FOR
BID #21-019 USDA COMMODITY FOOD PRODUCTS
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15
PALATINE, ILLINOIS

BOARD: Board of Education, Community Consolidated School District 15
Palatine, Illinois 60067, 847-963-3000

OFFICE: Joseph M. Kiszka Educational Service Center
580 North 1st Bank Drive
Palatine, Illinois 60067

ISSUED: APRIL 28, 2021

GENERAL CONDITIONS

1. **BIDS MUST BE RECEIVED NO LATER THAN FRIDAY, MAY 28, 2021 AT 1:00 P.M. CST.** Bids received by the Board shall be opened on FRIDAY, MAY 28, 2021, at 1:00 P.M. CST when they will be publicly opened and the contents announced via video conference. Bids will be held, without right of withdrawal, until Wednesday, June 9, 2021, at 7:00 p.m. when it is anticipated the Board will be acting on the bid.
2. The Bid Documents consist of (a) the Notice to Bidders, (b) the Instructions to Bidders, (c) these General Conditions of the Contract, and other documents listed in the Contract and Modifications issued after the execution of the Contract. A modification is a written amendment to the Contract signed by both parties.
3. Where conflicts exist within or between parts of the Contract Documents and applicable standards, codes and ordinances, or simply within the Contract Documents, the more stringent, or higher quality or greater quantity requirements shall apply.
4. The Board cannot assume responsibility for **delayed postal deliveries** and **does not** recognize postmarks as representing the fact that a bid has been "received" by the Board before the specified deadline.
5. All bidders shall familiarize themselves with the details of the conditions relevant to the work or services to be provided.
6. **The Board reserves the right to split the bid based on the best quotation.** The Contract will be awarded to the lowest responsible bidder, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the Board. The Board reserves the right to reject any and all bids or any part thereof, and to waive immaterial technicalities in the bidding. Board decisions are final in all instances and are not subject to review.
7. **No minimum order requirements may be made by a Bidder.**
8. Certification must be made that the contract/vendor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33 E of the *Criminal Code of 1961*. Certification is to be made by signature of person(s) legally authorized to perform such function in the appropriate place in Exhibit "B" USDA COMMODITY FOOD PRODUCTS of the bid documents.

9. Unless otherwise specified in the invitation to bid, YOUR BID PRICE MUST BE A DELIVERED PRICE, F.O.B. ROLLING MEADOWS, PALATINE, HOFFMAN ESTATES, THE BOARD'S DESTINATION, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE BIDDER TO ONE LOCATION.
10. The Board reserves the right to terminate the Contract for just cause upon ten (10) days' written notice to Contractor without any penalties. For purposes of this Contract, just cause may include, but is not necessarily limited to, any of the following:
 - a. The Contractor's entry into liquidation, receivership or dissolution, its filing for bankruptcy or insolvency, or the assignment of its assets for the benefit of its creditors;
 - b. The Contractor's failure to pay suppliers or workmen, or failure to provide sufficient workmen or sufficient supplies for the job;
 - c. The Contractor's disregard of applicable laws, ordinances or the instructions of the Board;
 - d. The Contractor's failure to follow the bid specifications or its violation of the Contract Documents;
 - e. The Contractor's failure, for any reason, to maintain the level of service required by the bid specifications;
or
 - f. Any other failure on the part of the Contractor to perform or adhere to any of its obligations under this Contract.
11. Whenever, in the specification the term "or equal" is used, it shall be interpreted to indicate the type, function, minimum standard, design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality and design. The bidder shall furnish the Board with all evidence required to determine whether or not the proposed product is equal to and will perform according to the Board's specifications. The Board's decision on this matter will be final.
12. The price for the units specified in the invitation to bid should be clearly shown for each separate item in the space provided on the bid form. The total price for the quantity requested should also be shown. If the group totals are requested in the bid invitation, bidders should show group totals on the space provided.

- 13. Equal Employment Opportunity.** Contractor agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and rules and regulations promulgated thereunder.

As required by Illinois law, in the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), 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 Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Contractor shall agree as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it 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) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- d. 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 understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules, Contractor will promptly so notify the Department and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- e. That it will submit reports as required by the Department's Rules, 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 the Illinois *Human Rights Act* and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

- g. That it will include verbatim or by reference the 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 subcontractors. In the same manner as with other provisions of the Agreement, 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, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
14. To extent applicable, the Contractor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 *et seq.*) and the standards and regulations issued there under and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
 15. Contractor agrees to comply with provisions of the *Consumer Products Safety Act of 1972* (15 U.S.C.A § 205 *et seq.*) and shall certify that items furnished under this bid conform to applicable standards.
 16. To the extent applicable, the Illinois *Employment of Illinois Workers on Public Works Act* (30 ILCS 470/0.01 *et seq.*) shall prevail on this Contract.
 17. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of eighteen are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Accordingly, Contractor shall ensure that none of its employees, agents or independent contractors are child sex offenders. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law.
 18. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion and if neither member of the Board nor other officer of the School District is directly or indirectly interested in the bid or in any portion of the profits thereof.
 19. A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.
 20. Bids received after the time specified in the invitation to bid will not be considered and shall be returned to the bidder. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by the Board.
 21. Title to the goods herein described shall not pass until said goods have actually been received by Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by Board or its consignee shall be borne by Contractor. Nothing herein contained, however, shall be construed to deprive Board of its interest, or limiting such interest, in goods herein described prior to such actual receipt.
 22. All material and workmanship shall be subject to inspection and test by Board or its designee. The Board reserves the right to reject any goods which contain defects in material or workmanship, which fail to meet the specifications contained herein or any warranties (express or implied). Rejected goods shall be removed at the expense of the Contractor, including all transportation costs, promptly after notification of rejection. As to rejected goods, Contractor shall bear all costs of inspection and all risk of loss.

23. Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
24. Purchase order number and vendor name must appear on each invoice submitted to the Board for payment.
25. Signature Constitutes Acceptance - The signing of these bid forms shall be construed as acceptance of all provisions contained herein and that the Contractor had read the Contract Documents and is fully aware of the terms hereof.
26. Exceptions – Any exceptions to these terms and conditions of deviations from the written specifications must be shown in writing and attached to the bid form.
27. The Board reserves its rights to reject any goods and to cancel all or any part of this sale if Contractor fails to deliver all or any part of the goods described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate Board to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
28. Contractor makes the following warranties to Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specifications contained herein. Contractor agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties for additional scope given to Board by Contractor.
29. Contractor agrees to indemnify, defend, and hold harmless the Board, its successors, assigns, customer, agents, and users of the goods herein described against any and all loss, damage, or injury arising out of or resulting from a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Contractor agrees that it will assume the defense of any and all such suits and pay all costs, judgments, and expenses incidental thereto.
30. Bidder must make delivery upon receipt of order unless otherwise specified in the invitation to bid. Bidder must indicate time required for delivery on bid.
31. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes for the Federal, State, County and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

32. Any interpretation of the proposed Contract Documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed to each person receiving a set of such Contract Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Oral explanations will not be binding.
33. The award of the Contract will be made by official Board documents. Bidder's order form is not acceptable and cannot be used.
34. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3-5.4) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/2-5.11). As such, Contractor shall not include such taxes in its bid.
35. The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Contractor shall not include such taxes in its bid.
36. In computing transportation costs, bidders should not include any federal transportation tax, because Board is exempt.
37. The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*). The payment of this tax will take place regardless of whether the Contractor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Contractor as part of the Contract price. Contractor shall not be reimbursed or paid any taxes unnecessarily paid by Contractor when not required due to the Board's tax exempt status.
38. Where the term Sub-contractor is used throughout the bid it refers to those specialized people who are not on the Contractor's payroll. Such Sub-contractors are to be brought to the attention of the Board, which reserves the right to approve or disapprove any such related Sub-contractors.
39. **ERRORS AND OMISSIONS** All proposals shall be submitted with each space properly completed. Special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and bidders will be held strictly to the proposals as submitted. Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, it shall advise the Director for Business Services who will issue the necessary clarifications to all prospective bidders by means of addenda. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of its proposal. Oral explanations will not be binding.
40. Signature Constitutes Acceptance; the signing of these bid forms shall be construed as acceptance of all provisions contained herein.
41. Any exception to these terms and conditions or deviation from the written specifications must be shown in writing and attached to the bid form.

42. To the extent applicable, it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any Sub-contractor(s) thereof to pay to all laborers, workmen, and mechanics employed by them not less than the prevailing rate of wages in the locality for each craft of type of workmen or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Department of Labor and pursuant to Illinois law and statutes in such case made and provided. The Contractor and Sub-contractor(s) shall comply with the Illinois *Prevailing Wage Act* and shall include in bids the cost for the current prevailing wage. A copy of the current Illinois Department of Labor Prevailing Wages for Cook County is included at the end of this Section. Prevailing wage rates are revised by the Department of Labor and available on its website (**Amendment to Prevailing Wage Act 97-0964**). As changes are made in these prevailing wages, the Contractor and Sub-contractor(s) performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Board as a result of changes in prevailing wage. All record keeping requirements are the obligation of the Contractor and Sub-contractor(s).

To the extent that there are any violations of the *Prevailing Wage Act* and any demands are made upon the Board by the Illinois Department of Labor or by any employee of the Contractor or a Sub-contractor performing work on the project, the Contractor or the particular Sub-contractor and Contractor shall be responsible for indemnifying and holding the Board free and harmless from all costs incurred, directly or indirectly, by the Board in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project.

Palatine Community Consolidated School District 15 is bound by the requirements of **Prevailing Wage Act, 820 ILCS 130/.01 et seq.** The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the *prevailing rate of wages* (hourly cash wages plus fringe benefits) in the county where the work is performed. Any prevailing rate of wages as they are revised by the Dept. of Labor shall apply to this contract. You are notified any rate changes to the prevailing wage rate are available on the Dept.'s office website. For information regarding current prevailing wage rates, please see the Illinois Dept. of Labor's website at: www.state.il.us/agency/idol/rates/rates.HTM and www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

All contractors and subcontractors rendering services for the public works must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice, and record-keeping duties.

43. The Board will attempt to make payments for items ordered within thirty (30) days of delivery. Invoices must be submitted in a timely manner, and if received by the 25th day of the month, will be processed and paid at the next regularly scheduled Board of Education meeting (normally held on the second Wednesday of each month.) Notwithstanding anything herein to the contrary, however, all payments made to the Contractor shall be governed by the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 et seq.).
44. All employees of the vendor/contractor must undergo a criminal background investigation within 60 days prior to the start of the contract at the vendor's expense and available upon request. Section 10-21.9 of *The School Code* (105 ILCS 5/10-21.9) provides that:
- After January 1, 1990, the provisions of this section (criminal background investigations) shall apply to all employees of persons or firms holding contracts with any school district including, but not limited to, food service workers, school bus drivers and other transportation employees, who have direct, daily contact with the pupils of any school in such district.
 - Additionally, the contractor must also agree not to send to any school building or on any school property any employee who is a known child sex offender.
 - Requires each of its employees who will have direct, daily contact with one or more student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.

- d. Reimbursement will be made to the District for the cost of the fingerprint-based criminal history records check that the District obtains on each employee of a vendor/contractor who will have direct, daily contact with a student(s).

45. **INSURANCE** Each Prime Contractor shall furnish and pay for insurance in accordance with the conditions stipulated below. Contractors shall file with the Board a Certificate of Insurance certifying to insurance coverage specified herein. All Certificates shall contain a clause stating the policy will not be canceled without thirty (30) days prior written notice having first been sent to the Board. Each Contractor shall carry insurance to cover responsibility and liability of all kinds, and shall require Sub-contractors to carry similar insurance.

The attached Certificate of Insurance requirements shall be maintained by the Contractor receiving award in addition to all Sub-contractors as stated during the execution of the Contract and until such time as contract work is complete. Said Certificate of Insurance is to name the Board of Education of Community Consolidated School District 15 and its employees and agents as "Additional Insured" IN ADDITION TO Certificate Holder. Designated Certificate is to be submitted with your bid to the Board.

The Contractor shall include during the life of this Contract, insurance under a contractor's floater, or as an alternative, specific fire insurance with the standard extended coverage, a vandalism and malicious mischief endorsement on all Contractors' machinery, tools, equipment, forms scaffolding, trailers/vans, sheds, and similar property, rented or owned, used in the move.

The policy shall provide that in a case of loss from any cause whatsoever, there shall be no liability on the part of the Board for property of this nature belonging to or rented by any Contractor or Sub-contractor, or by any employee of a Contractor. The contractor's floater referred to herein may be an all-risk or named peril policy; but, if a named peril policy, it shall be written to include loss caused by the following perils; fire, lightning, flood, and the perils insured against under the extended coverage and vandalism and malicious mischief endorsements.

The Contractor must provide evidence of Workers' Compensation insurance as required by statute, auto liability coverage and an umbrella liability coverage of a minimum of \$5,000,000.00 per occurrence and in the aggregate. The following limits should be in place:

- a. Bodily injury and property damage combined per occurrence - \$1,000,000.
- b. Bodily injury and property damage combined aggregated \$3,000,000.
- c. Excess liability - Each occurrence in the amount of the limit of their policy.
- d. Excess liability - Aggregate in the amount of the limit of their policy.
- e. Evidence of workers' comp in the amount required by statute.
- f. General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.

The special endorsement to read: Community Consolidated School District 15 is named as additional insured as their interest may appear and notice of cancellation/material change, if applicable, should be attached to certificate of insurance or otherwise evidenced as in effect under the policies listed.

46. All entities seeking to enter into a contract with the District must provide written certification to the District that it will provide a drug free workplace by complying with the Ill Drug Free Workplace Act, 30 ILCS 580. All contractors must comply with the notification mandates and other requirements in the Ill Drug Free Workplace Act. "Contractor" is defined in the Ill Drug Free Workplace Act as "a corporation, partnership, or other entity with 25 or more employees at the time of letting the contract, or a department, division, or unit thereof, directly responsible for the specific performance under a contract of \$5,000 or more."
47. Each contractor with the District must comply with 105 ILCS5/24-5 and agree:
- a. Concerning each new employee who will have direct, daily contact with one or more student(s), to provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease
 - b. To require any new or existing employee who has and will have direct, daily contact with one or student(s) to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill Department of Public Health rules or order of a local health official.

EXHIBIT "A"
BID #21-019
USDA COMMODITY FOOD PRODUCTS
APRIL 28, 2021
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

SCOPE OF WORK

With an enrollment of approximately 12,300 students and a staff of 2,000 employees, Community Consolidated School District 15 (CCSD15) is one of the largest elementary school districts in Illinois. CCSD15 has twenty (20) school buildings and three (3) administrative support buildings. CCSD15 is soliciting bids for a one (1) year contract for USDA Commodity Food Products, which will be utilized throughout the District's twenty school buildings.

GENERAL INFORMATION

1. The contract will be awarded to the lowest, responsible bidder for each Manufacturer Category. The one (1) year contract will commence July 1, 2021, and run through June 30, 2022.
2. Quoted pricing shall remain in effect for the entirety of the contract, July 1, 2021, through June 30, 2022. Pricing changes may occur if the Manufacturer incurs cost increases or decreases due to the cost of raw goods. Documentation must be presented to show the Manufacturer pricing changes.
3. Where wholesale units of purchase are standardized, the unit is specified accordingly. However, it is recognized that some units of pack vary from one manufacturer to another. If a Bidder wishes to quote a reasonable size which is different from the unit specified, they may do so. But the total quantity must be equivalent and the pack must be listed.
4. All products shall be received in clean, dry condition, free of dust, dirt and soil. Repacked product is not acceptable. Product found to be unacceptable will be rejected either upon delivery or upon opening the case (in the event of hidden damage). Reason for refusal will be notated on the invoice and the Distributor shall be informed in order to issue credit and/or replace the product. If product requires replacement, the Distributor will replace items on a timely basis in order to minimize production disruption.
5. The District reserves the right to increase or decrease quantities listed, as the USDA purchase of each Commodity have not yet been completed. Quantities listed within this document are approximations based on anticipated usage, and may change based on student acceptability.
6. The District reserves the right to reject any or all Bid submissions.
7. The successful Bidder must maintain general liability per specifications. A valid insurance certificate, matching the requirements as set forth in General Requirements, page 8-9, number 45, is required.
8. Buy American Act: The National School Lunch Act requires school districts participating in the National School Lunch Program 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 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. The implementing federal regulations are 7CFR 201.21 and 2201.16, published September 20, 1999.

9. Health and Safety Requirements: The Bidder is guaranteeing that they currently do and will continue to meet all requires of the Health Department of the State of Illinois, and the county in which the business is located. Bidders are expected to comply with all Federal laws protecting the food supply and ensure that all product will be stored in a facility with a HACCP plan in place.
10. The subject Bid includes USDA Commodity Food Products that will be provided by a Processor and products that will be provided by a Distributor. Bid specifications in Exhibit "A" and pricing forms in Exhibit "B" have been listed accordingly.

ORDERS AND DELIVERY

1. All proposed pricing should be F.O.B Palatine to the floor of the dock area of the District's delivery site located at:

CCSD 15 Nutrition Services
Walter R. Sundling Junior High
1100 N. Smith Street
Palatine, IL 60067-2606
2. Delivery times must be Monday through Friday, between 7:00 A.M. CST and 1:00 P.M. CST. The District must be notified a minimum of 48 hours prior to delivery.
3. Proposed pricing should be the delivered price per case, including the value of the commodity within. Please note, the value of the commodity SHOULD NOT be subtracted from the price as the District will need to know the commercial price if the commodity product allotment is used in its entirety.
4. All shipments over 50 cases **must** be palletized. If under 50 cases, floor shipments must be unloaded onto pallets by the driver at time of delivery.
5. The Bidder must provide the District with information concerning the minimum number of total cases (NOI + regular purchased + FFS, if applicable) required for delivery.

DELIVERY DIRECT FROM PROCESSOR

GENERAL REQUIREMENTS

This document is issued with the intent of procuring finished end product cheeses from eligible processors in accordance with applicable State and Federal laws governing Federally-funded Child Nutrition programs for the District. Processors are invited to submit a Bid to provide the District with products that have been further processed using diverted bulk USDA Foods, herein after referred to as "End Products". A processor that submits a bid in response to this solicitation is herein after referred to as the "Processor". The processor must be eligible to participate in diversion of bulk USDA Foods in Illinois and deliver directly to the District.

1. Processors are required to have a signed National Processing Agreement with the USDA. Awarded contracts must comply with all applicable requirements in the NOPA that govern the processing of bulk USDA Foods into finished end products listed in this bid.
2. The Processor must indicate which of the following Value Pass-Through Methods will be utilized for each of the end products. For the purposes of this Bid, the District will accept the following methods:
 - a. Refund to Recipient Agency
 - b. Fee for Service – billed by Processor

3. The Value Pass Through items become the property of the District once delivery has been made. If a further pricing incentive is available based on total delivered weight, please indicate this information on the pricing sheet in Exhibit "B".
4. All product shall be stored on pallets and will be rotated on a first-in/first-out basis. All shipments over 50 cases must be palletized. If under 50 cases, floor shipments must be unloaded onto pallets by the driver at time of delivery.
5. The Processor shall be responsible for stocking each item as indicated on the Bid document.
6. Processor will be responsible for keeping a record on all incoming and outgoing products. Each pallet of product shall be notated with the date upon entry into the storage area.
7. The Processor's facilities will be required to have an alarm system that will indicate when the temperature is not within safe zone ranges.
8. Items may be awarded to one Processor by Commodity Code Category to allow for maximum utilization of truckloads of commodity product. This will allow for the maximization of purchasing power and bookkeeping efficiencies, in addition to meeting minimum delivery requirements. The goal of this procurement is to deliver the highest quality product available to the District's students.

DELIVERY FROM DISTRIBUTORS

GENERAL INFORMATION

This document is issued with the intent of procuring USDA Commodity Food Products from a qualified Distributor.

1. The Distributor will be responsible for stocking each Value Pass Through item within a particular Manufacturer's group, if they are bidding on that group. The Value Pass Through item becomes the property of the District once the delivery has been made to the District.
2. The Distributor must be able to provide "net off invoice" pricing that will reflect the value of the donated commodities within each case, which will appear on the invoice submitted for payment (if applicable).
3. The Distributor shall be responsible for receiving the products from the delivery truck, recording date received and placing the product in an appropriate storage area. The Distributor shall also be responsible for removing commodities and product from the storage area and delivering them to the District's requested delivery locations.
4. All product shall be stored on pallets and will be rotated on a first-in/first-out basis. All shipments over 50 cases must be palletized. If under 50 cases, floor shipments must be unloaded onto pallets by the driver at time of delivery.
5. The Distributor shall be responsible for keeping a record of all products incoming and outgoing. The date of entry to the storage area shall be notated on each pallet.
6. The Distributors facilities will be required to have an alarm system that indicates when the temperature has moved outside of the "safe zone".

QUESTIONS

All inquiries about this Bid will only be addressed by email. Questions may be submitted to Tari Farina, at farinat@ccsd15.net. The last day for questions is Tuesday, May 25, 2021, at 1:00 P.M. CST

EXHIBIT "B"
 BID #21-019
 USDA COMMODITY FOOD PRODUCTS
 APRIL 28, 2021
 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

PRICING FORM

The District reserves the right to increase or decrease quantities listed. Quantities listed below are estimates based on anticipated usage and may change based on student enrollment. Items will be awarded by Manufacturer Category.

USDA COMMODITY FOOD BID PRODUCT LIST 2021-2022										
Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
CONAGRA/ GILARDI	CHEESE	77387-12699	Pizza Quesadilla Cheese WG		75					
		16272-20120	Three Cheese Calzone		60					
CATEGORY #1 - TOTAL COST CONAGRA/GILARDI (CHEESE)										
DEL MONTE	PEARS	2005010	Pear Cup		250					
	PEACHES	2004820	Peach Cup		250					
CATEGORY #2 - TOTAL COST DEL MONTE (PEARS/PEACHES)										
JENNIE-O	TURKEY	2031	Canadian Style Turkey Ham		30					
		2095	Combo Pack - Ham, Bologna, Salami		100					
		2711-06	Fully Cooked Turkey Bacon Slice		30					
		8354-02	Oven Roast Turkey Breast		40					
		8028	Deli Style Turkey Ham		35					

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
(Continued) JENNIE-O	TURKEY	6409	Diced Turkey Ham		85					
		6423	Diced Turkey Breast		85					
		6132	Turkey Sausage Patty		200					
		232012	Turkey Ham Coins, 1.75"		100					
		257412	Turkey Coins, 1.75"		100					
CATEGORY #3 - TOTAL COST JENNIE-O (TURKEY)										
JTM	BEEF	CP5249	Beef Taco Meat, Allergen Free		450					
		CP579	Red. Fat Chili w/Beans		25					
		CP 5035	Red. Sodium Beef Meatball		20					
CATEGORY #4 - TOTAL COST JTM (BEEF)										
LAND O LAKES	CHEESE	39941	Cheese Sauce Pouches, Mucho Queso		400					
		39912	Cheese Sauce Cups, Mucho Queso		100					
		41698	Shredded Mozzarella Cheese 4/5#		225					
		41749	Shredded Mild Cheddar Cheese 4/5#		225					
		43284	RF Macaroni & Cheese		450					
		44113	RF Mild Cheddar Cheese Cubes IW		100					
		44115	RF Co-Jack Cheese Cubes IW		100					
		44751	RF Mild Cheddar Cheese Cubes, Bulk		75					

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
(Continued) LAND O LAKES	CHEESE	44224	RF Mild Cheddar Slices Readi-Pac 8/1.5#		15					
		44238	RF Pepper Jack Slices Readi-Pac 8/1.5#		15					
		46255	160 ct Sliced Yellow American Cheese		125					
		44006	Cheddar Cheese Cracker Cuts		100					
		44878	RF Co-Jack Cheese Stick		50					
		59703	Light Mozzarella String Cheese Stick		600					
CATEGORY #5 – TOTAL COST LAND O LAKES (CHEESE)										
MCCAIN	SW POTATO	10000004309	Harvest Splendor Savory Sweet Potato Fry		100					
		MCF04566	Harvest Splendor Deep Groove Sweet Potato		200					
CATEGORY #6 - TOTAL COST MCCAIN (SW POTATO)										
MCCAIN	POTATOES	10000006639	Emoticons Crispy Mashed Potato Shapes		300					
		OIF03456	Potato Smiles		100					
		MXC04717	Reduced Sodium Potato Sticks		50					
		1000007470	Crispy Deep Groove Crinkle Cut Fries		200					

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
(Continued) MCCAIN	POTATOES	MCL03623	Redstone Canyon Cross Trax Waffle Fries		100					
		MCX03626	Redstone Canyon Potato Wedges		200					
		OIF01028A	Ore-Ida Evercrisp Fries		150					
CATEGORY #7 - TOTAL COST MCCAIN (POTATOES)										
MICHAELS	EGGS	46025-75014	WG Cinn. Glazed French Toast		250					
		46025-75016	WG French Toast Sticks		400					
		46025-85137	Colby Cheese Omelet		60					
		46025-85017	Round Egg Patty - 300-1.25 oz		125					
		46025-85018	Hard Cooked Eggs		25					
CATEGORY #8 - TOTAL COST MICHAELS (EGGS)										
NARDONE BROS	MOZZ	40WUM2	Boxed French Bread Cheese Pizza		600					
		5WRMNY2	5" Round, WG, Deep Dish Cheese Pizza		275					
		60GUM2	French Bread Garlic Cheese Pizza		100					
		60WUM2	French Bread Cheese Pizza		125					
		60WUMP2	French Bread Pepperoni Pizza		60					
		625WRM2	6" Round Cheese Pizza		75					
		625WRMP2	6" Round Pepperoni Pizza		25					

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
(Continued) NARDONE BROS	MOZZ	625WSUP2	6" Round Supreme Pizza		25					
		625WTME2	6" Round Meateaters Pizza		25					
		64WPSBC	16" Round, Pre-Cut, Buffalo Chicken Cheese Pizza		25					
		80WBF	Breakfast Flatbread Pizza		75					
CATEGORY #9 - TOTAL COST NARDONE BROS (MOZZ)										
PILGRIMS/ GOLDKIST	CHICKEN	7522	Chicken Patty A+		425					
		1260	CN Dark Meat Strips Whole Muscle		100					
		1230	FC Diced Chicken		75					
		635300	Homestyle Breakfast Patty		40					
		110458	Dark Meat Smackers		375					
		615300	Chicken Nuggets		350					
		7572	Chicken Tenderloins A+		400					
		7576	Guajillo Tenderloins A+		50					
CATEGORY #10 - TOTAL COST PILGRIMS/GOLDKIST (CHICKEN)										
RED GOLD	TOMATOES	72940-81903/ RPKIX99	Pizza Sauce with Basil		300					
		72940-82200/ RPKNA99	Marinara Sauce, 6/10 cans		250					
		72940-82207/ REDNA2ZC84	Marinara Sauce, 2.5 oz cups - 84 per case		30					

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
(Continued) RED GOLD	TOMATOES	72940-11005/ REDSC99	Salsa, 6/10 cans		30					
		72940-11139-5/ REDSC2ZC84	Salsa, 3 oz cup - 84 per case		200					
		72940-11584/ REDYL9G	Natural Ketchup with Sugar, No HFCS, 9 gm.		850					
CATEGORY #11 - TOTAL COST RED GOLD (TOMATOES)										
RICH SEAPAK	FLOUR	08061	French Toast Bites		75					
		08733	Ult. Breakfast Round IW Cinnamon WG		30					
		13862	Ult. Breakfast Round IW Choc. Chip WG		30					
		00828	4" WG Rich Mini Flat		300					
		14839	WG Yeast Ring Donut		150					
CATEGORY #12 - TOTAL COST RICH SEAPAK (FLOUR)										
RICH SEAPAK	MOZZ	65220	Mozzarella Cheese Sticks		225					
CATEGORY #13 - TOTAL COST RICH SEAPAK (MOZZ)										
S.A. PIAZZA	MOZZ	11003	Cheese Bites		525					
CATEGORY #14 - TOTAL COST S.A. PIAZZA (MOZZ)										
SCHWANS		68523	Beef Fiestada Whole Grain		50					
		78364	Galaxy Smart Pizza Whole Grain		500					
		78985	Big Daddy Bold Cheese		50					
		78986	Big Daddy Bold Pepperoni		50					

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
(Continued) SCHWANS		72581	Tony's 5" Deep Dish Turkey Pepp.Pizza		75					
		72580	Tony's 5" Deep Dish Cheese Pizza		75					
CATEGORY #15 - TOTAL COST SCHWANS										
SIMPLOT	POTATOES	10071179004189	Tater Gems ZGTF		250					
		10071179280224	Classic Tritaters ZGTF		150					
		10071179283010	Tiny Triangles ZGTF		150					
		10071179032168	Conquest Sidewinders		150					
		10071179470144	Savory Loops		100					
CATEGORY #16 - TOTAL COST SIMPLOT (POTATOES)										
	SW POT	10071179020356	Sweet Potato Crinkle Cut Fries		150					
		10071179027829	Sweet Potato Lattice Cut Fries		150					
CATEGORY #17 - TOTAL COST SIMPLOT (SW POT)										
SMUCKERS	PB	5150006960	Peanut Butter & Grape Jelly 2.6 oz		100					
		5150006961	Peanut Butter & Strawberry Jelly 2.6 oz		75					
		5150021027	Peanut Butter and Grape Jelly 5.3 oz		550					
		5150021028	Peanut Butter and Strawberry Jelly 5.3 oz		325					
CATEGORY #18 - TOTAL COST SMUCKERS (PB)										

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

Manufacturer	Commodity	Manufacturer Item Number	Product Description	Vendor Item Number	Quantity (Cases)	Laid In Cost	Fixed Fee	Pass Through Value	Net Delivered Price	Extended Price
SUNNYFRESH	EGGS	50038	Pillow Pack Hard Cooked Eggs		25					
		40187	Fiesta Cheese Omelette		40					
		40355	IW Omelet with Cheese in a Tortilla		50					
		40254	IW Omelet w/Cheese & Tky Sausage in a Tortilla		50					
		40928	Bacon & Cheese EggStravaganza		25					
CATEGORY #19 - TOTAL COST SUNNYFRESH (EGGS)										
TASTY BRANDS	CHEESE	62002	WG Twisted Mozz Filled Breadstick		525					
		41834	Breaded Mini Cheese Ravioli		200					
CATEGORY #20 - TOTAL COST TASTY BRANDS (CHEESE)										
TYSON (Adv-Pierre)	BEEF	1-15-327-09	Beef Steak Burger 2.71 oz		300					
CATEGORY #21 - TOTAL COST TYSON ADV PIERRE (BEEF)										
	PORK	3717	Honey BBQ Pork Rib 3.25 oz		275					
CATEGORY #22 - TOTAL COST TYSON ADV PIERRE (PORK)										
TYSON (Bosco)	MOZZ	702011-1120	6" WG Red. Fat Mozzarella Bosco Sticks		200					
		702015-1120	7" WG Bosco Sticks		200					
CATEGORY #23 - TOTAL COST TYSON BOSCO (MOZZ)										

COMPANY NAME

DATE OF BID RESPONSE

SIGNATURE OF BIDDER

PRINT NAME

TITLE

EXHIBIT "C"
BID #21-019
USDA COMMODITY FOOD PRODUCTS
APRIL 28, 2021
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

1. The Board of Education, Community Consolidated School District 15, Palatine, Illinois, reserves the right to reject any or all bid to waive any informality in bidding.
2. Having carefully examined all bid documents, as well as the proposed, program, the undersigned hereby proposes to furnish all supplies and services set forth by the Specifications, Notice to Bidders, General Conditions, and Form of Proposal herein referred to and described.
3. By entering into this Agreement, Contractor/Vendor certifies and warranted to the Board of Education that it is not barred from entering into this Agreement for any reason whatsoever, including, but not limited to, a violation of Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of the Illinois Criminal Code of 1961. The Board reserves the right to declare the contract void if this certification is false.
4. The Contractor/Vendor certifies that the Contractor/Vendor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).
5. The Contractor/Vendor acknowledges receipt of all addendum(s) issued, if applicable_____

COMPANY NAME

SIGNATURE OF BIDDER

PRINT NAME

TITLE

EMAIL ADDRESS

ADDRESS OF COMPANY

(CITY)

(STATE)

(ZIP CODE)

PHONE NUMBER

DATE OF BID RESPONSE

EXHIBIT "D"
BID #21-019
USDA COMMODITY FOOD PRODUCTS
APRIL 28, 2021
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

REFERENCES

COMPANY NAME: _____

PROVIDE A LIST OF FIVE REFERENCES, PREFERRABLY SCHOOL DISTRICTS, FOR WORK OF SIMILAR SIZE AND SCOPE WITHIN THE LAST THREE (3) YEARS.

1.School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

2.School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

3.School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

4.School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

5.School District Name or Business Name _____

Address _____

Contact Person _____ Phone Number _____

E-mail Address _____

EXHIBIT "E"
BID #21-019
USDA COMMODITY FOOD PRODUCTS
APRIL 28, 2021
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

CONTRACTOR QUESTIONNAIRE

Pursuant to 105 ILCS 5/10-20.40 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to "minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses" for contracts over \$25,000. In order to comply with this requirement, we request contractors to complete the following questionnaire and return with their bid responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District?

For purposes of this questionnaire, "Locally Owned" means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority – Cook County – Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: "Minority owned business, female owned business, and business owned by a person with a disability" means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____

"Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or(c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____

"Female" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS575/2)

Is Your Company a Business Owned By Persons with Disabilities? YES _____ NO _____

"Person with a disability" means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where "Disabled" means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).

COMPANY NAME

SIGNATURE OF BIDDER

PRINT NAME

TITLE

EMAIL ADDRESS

ADDRESS OF COMPANY

(CITY)

(STATE)

(ZIP CODE)

PHONE NUMBER

DATE OF BID RESPONSE