

Community Consolidated School District 15

580 North 1st Bank Drive

Palatine, Illinois 60067

REQUEST FOR BID

FRESH PRODUCE

BID #23-015

APRIL 18, 2023



NOTICE TO BIDDERS
BID #23-015
FRESH PRODUCE
APRIL 18, 2023

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

Contract documents are on file and may be examined any time after APRIL 18, 2023.

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

Bid Due Date: MONDAY, MAY 1, 2023, AT 12:30 P.M. CDT

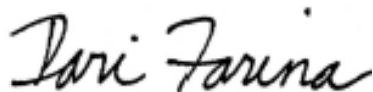
Bid Delivery Address: **Board of Education
Community Consolidated School District 15
580 North 1st Bank Drive
Palatine, Illinois 60067
Attn: TARI FARINA, Purchasing Coordinator**

No bids may be withdrawn for a period of 60 days after the Bid opening date.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

Bids will be held without right of withdrawal until Wednesday, May 10, 2023, 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, May 11, 2022.

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 Coordinator

INSTRUCTIONS TO BIDDERS

Proposals:

For proposals to be entitled to 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" FRESH PRODUCE, 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 #23-015 FRESH PRODUCE: 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: FRESH PRODUCE

ADDRESSED TO: Board of Education
Community Consolidated School District 15
580 North 1st Bank Drive
Palatine, Illinois, 60067
Attn: TARI FARINA, Purchasing Coordinator
Due: MONDAY, MAY 1, 2023, at 12:30 P.M. CDT

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 MONDAY, MAY 1, 2023, at 12:30 P.M. CDT at the Joseph M. Kiszka Educational Service Center, 580 North 1st Bank Drive, Palatine, Illinois 60067. Bids will be publicly opened and read aloud at the above stated time and place. Interested persons may also attend the bid opening via video conference. Viewing instructions will be posted at www.ccsd15.net/bids on Thursday, April 27, 2023.

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 the FRESH PRODUCE. **Please return Exhibits "A" through "E" as your bid in a sealed envelope labeled BID #23-015 FRESH PRODUCE and retain a copy for your records.**

SPECIFICATIONS FOR
BID #23-015
FRESH PRODUCE
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 18, 2023

GENERAL CONDITIONS

BIDS MUST BE RECEIVED NO LATER THAN MONDAY, MAY 1, 2023, AT 12:30 P.M. CDT. Bids received by the Board shall be opened on MONDAY, MAY 1, 2023, at 12:30 P.M. CDT. Bids will be publicly opened and read aloud. Interested persons may also attend the bid opening via video conference. Viewing instructions will be posted at www.ccsd15.net/bids on Thursday, April 27, 2023.

1. Bids will be held, without right of withdrawal, until May 10, 2023, 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" 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:
- a. 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.

- b. 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.
- c. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank's Insurance Agency Main Street Anywhere IL 00000	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: _____		
INSURED DEF Construction Company 456 Main Street Anywhere IL 00000		INSURER(S) AFFORDING COVERAGE
INSURER A: Name of Insurance Company		Enter NAIC #
INSURER B: Name of Insurance Company		Enter NAIC #
INSURER C: Name of Insurance Company		Enter NAIC #
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y	Y	00-00-00	00-00-00	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					(DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	00-00-00	00-00-00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	00-00-00	00-00-00	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					AGGREGATE \$ 5,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	00-00-00	00-00-00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			00-00-00	00-00-00	\$1,000,000 each claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It is understood and agreed that the following shall be additional insured on a primary non-contributory basis: CCSD 15 including all elected and appointed officials, all employees and volunteers, and all board members. Waiver of subrogation applies in favor of CCSD 15.

CERTIFICATE HOLDER Community Consolidated School District 15 Attn: Tari Farina 580 N First Bank Drive Palatine IL 60067	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Your Insurance Agent</i>
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ACORD 25 (2009/09)

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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 #23-015
FRESH PRODUCE
APRIL 18, 2023
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-year contract for Fresh Produce, which will be utilized throughout the District's twenty (20) school buildings.

GENERAL INFORMATION

1. A one-year contract will be awarded to the lowest, responsible bidder. The one-year contract will commence on July 1, 2023, with quoted pricing remaining in effect for the entirety of the contract which is July 1, 2023, through June 30, 2024.
2. All product shall be received in clean, dry condition, free of dust, dirt, soil and mold. 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.
3. The District reserves the right to increase or decrease quantities listed. Quantities listed within this document are approximations based on anticipated usage, and may change based on student acceptability.
4. The District reserves the right to reject any or all Bid submissions.
5. 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.
6. Health and Safety Requirements: The Bidder is guaranteeing that they currently do and will continue to meet all requirements 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.
7. Per USDA guidelines for school meals, all fresh produce must be domestically grown.

QUESTIONS

Questions regarding this bid will be addressed by e-mail only and should be submitted to Tari Farina at farinat@ccsd15.net. No questions will be addressed after 12:30 p.m. CDT on Thursday, April 27, 2023. Addenda may be issued up to 24 hours prior to the bid opening on Monday, May 1, 2023, at 12:30 p.m. CDT.

ORDERS AND DELIVERY

All proposed pricing should be F.O.B Palatine to the floor of the dock area of the following District locations:

Walter R. Sundling Junior High Nutrition Services Department 1100 N. Smith Street Palatine, IL 60067-2606	Carl Sandburg Junior High 2600 Martin Lane Rolling Meadows, IL 60008
Plum Grove Junior High 2600 Plum Grove Rd. Rolling Meadows, IL 60008	Winston Campus 120 N. Babcock Drive Palatine, IL 60074

Delivery times must be Monday through Friday, between 7:00 a.m. and 1:00 p.m. local time. The District must be notified a minimum of 48 hours prior to delivery.

PRODUCT LIST

ITEM	CATEGORY	DESCRIPTION	CASE PACK	QUANTITY
1	FRUIT	APPLES, WHOLE, PLEASE LIST VARIETIES	138 CT	100
2	PROCESSED	APPLES, SLICED, BAGGED	100/0.5 CUP	200
3	FRUIT	BANANAS, PETITE, 150 CT	40 LB	700
4	FRUIT	BERRIES, BLACKBERRIES	12/6 OZ	50
5	FRUIT	BERRIES, BLUEBERRIES	12/6 OZ	50
6	FRUIT	BERRIES, STRAWBERRIES	8/1 LB	100
7	PROCESSED	BROCCOLI, FLORETS, MINI-CUT	4/3 LB	50
8	PROCESSED	CARRETTES, BABY PEELED	4/5 LB	25
9	PROCESSED	CARROTS, CARROTEENIES, PEELED	100/2 OZ	200
10	PROCESSED	CARROTS, VEG SNACK, CHILI LIME	75/2.5 OZ	20
11	PROCESSED	CAULIFLOWER, FLORETS	2/3 LB	30
12	PROCESSED	CELERY, STICKS, 4"X 3/4"	2/5 LB	25
13	HERB	CILANTRO, BUNCH (SPLIT)	3 CT	30
14	VEGETABLE	CUCUMBERS, BASKET	24 CT	50
15	FRUIT	GRAPES, RED, LUNCH BUNCH	CASE	50
16	PROCESSED	GRAPES, RED, SEEDLESS, BAGS	50/0.5 CUP	150
17	PROCESSED	JICAMA, STICKS	5 LB	75
18	FRUIT	KIWI VOLUME FILL	108 SZ	25
20	PROCESSED	MELONS, CANTALOUPE, 1" CHUNKS	5 LB	100
21	PROCESSED	MELONS, HONEYDEW, 1" CHUNKS	5 LB	100
22	PROCESSED	MELONS, WATERMELON, 1" CHUNKS	5 LB	100
23	VEGETABLE	ONIONS, GREEN, ICELESS C/T	2 LB	30
24	VEGETABLE	ONION, RED SPLIT	5 LB	10
25	FRUIT	ORANGES, CHOICE NAVEL	138 CT	100
26	FRUIT	PEARS, BARTLETT	150 CT	50
27	FRUIT	PLUMS, LIST VARIETIES	70/78 SIZE	50
28	PROCESSED	ROMAINE, CHOPPED	6/2LB	100
29	VEGETABLE	TOMATOES, LOOSE PACK, MEDIUM, RIPE	25 LB	20
30	PROCESSED	TOMATOES, DICED, 3/8"	5 LB	20
31	VEGETABLE	TOMATOES, GRAPE, REGULAR	12 PT	30

EXHIBIT "B"
 BID #23-015
 FRESH PRODUCE
 APRIL 18, 2023
 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

PRICING FORM

The following products are items the District purchases outside of the Fresh Fruits and Vegetable Program funds received each year. Quantities are estimates based on 2022-2023 usage and are subject to change. Bidders will provide pricing for items based on a one-year contract.

The District intends to award this bid contract to one vendor.

ITEM	CATEGORY	DESCRIPTION	CASE PACK	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	FRUIT	APPLES, WHOLE, PLEASE LIST VARIETIES	138 CT	100		
2	PROCESSED	APPLES, SLICED, BAGGED	100/0.5 CUP	200		
3	FRUIT	BANANAS, PETITE, 150 CT	40 LB	700		
4	FRUIT	BERRIES, BLACKBERRIES	12/6 OZ	50		
5	FRUIT	BERRIES, BLUEBERRIES	12/6 OZ	50		
6	FRUIT	BERRIES, STRAWBERRIES	8/1 LB	100		
7	PROCESSED	BROCCOLI, FLORETS, MINI-CUT	4/3 LB	50		
8	PROCESSED	CARRETTES, BABY PEELED	4/5 LB	25		
9	PROCESSED	CARROTS, CARROTEENIES, PEELED	100/2 OZ	200		
10	PROCESSED	CARROTS, VEG SNACK, CHILI LIME	75/2.5 OZ	20		
11	PROCESSED	CAULIFLOWER, FLORETS	2/3 LB	30		
12	PROCESSED	CELERY, STICKS, 4"X 3/4"	2/5 LB	25		
13	HERB	CILANTRO, BUNCH (SPLIT)	3 CT	30		
14	VEGETABLE	CUCUMBERS, BASKET	24 CT	50		
15	FRUIT	GRAPES, RED, LUNCH BUNCH	CASE	50		
16	PROCESSED	GRAPES, RED, SEEDLESS, BAGS	50/0.5 CUP	150		
17	PROCESSED	JICAMA, STICKS	5 LB	75		

ITEM	CATEGORY	DESCRIPTION	CASE PACK	QUANTITY	UNIT PRICE	EXTENDED PRICE
18	FRUIT	KIWI VOLUME FILL	108 SZ	25		
20	PROCESSED	MELONS, CANTALOUPE, 1" CHUNKS	5 LB	100		
21	PROCESSED	MELONS, HONEYDEW, 1" CHUNKS	5 LB	100		
22	PROCESSED	MELONS, WATERMELON, 1" CHUNKS	5 LB	100		
23	VEGETABLE	ONIONS, GREEN, ICELESS C/T	2 LB	30		
24	VEGETABLE	ONION, RED SPLIT	5 LB	10		
25	FRUIT	ORANGES, CHOICE NAVEL	138 CT	100		
26	FRUIT	PEARS, BARTLETT	150 CT	50		
27	FRUIT	PLUMS, LIST VARIETIES	70/78 SIZE	50		
28	PROCESSED	ROMAINE, CHOPPED	6/2LB	100		
29	VEGETABLE	TOMATOES, LOOSE PACK, MEDIUM, RIPE	25 LB	20		
30	PROCESSED	TOMATOES, DICED, 3/8"	5 LB	20		
31	VEGETABLE	TOMATOES, GRAPE, REGULAR	12 PT	30		

 COMPANY NAME

 SIGNATURE OF BIDDER

 PRINT NAME

 TITLE

 EMAIL ADDRESS

 ADDRESS OF COMPANY

(CITY)

(STATE)

(ZIP CODE)

 PHONE NUMBER

 DATE OF BID RESPONSE

EXHIBIT "C"
BID #23-015
FRESH PRODUCE
APRIL 18, 2023
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 #23-015
FRESH PRODUCE
APRIL 18, 2023
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

REFERENCES

COMPANY NAME: _____

PROVIDE A LIST OF FIVE REFERENCES, PREFERABLY 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 #23-015
FRESH PRODUCE
APRIL 18, 2023
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

CONTRACTOR QUESTIONNAIRE

Pursuant to 105 ILCS 5/10-17 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to minority owned businesses, woman owned businesses, and businesses owned by persons with disabilities as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; veteran owned businesses, and locally owned businesses for contracts over \$25,000. In order to comply with this requirement, contractors must complete the following questionnaire and return it with their bid responses.

Guidance issued by the Illinois State Board of Education requires that we inquire whether your company is certified as a minority, woman, disabled person, or veteran 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, woman owned business, business owned by a person with a disability, and veteran owned business" means a business concern which is at least 51% owned by one or more minority persons, women, persons with a disability, or veterans; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, women, persons with a disability, or veterans, and the management and daily business operations of which are controlled by one or more of the minority, women, persons with a disability, or veterans 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 Woman Owned Business? YES _____ NO _____

"Woman" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2). Your business must also be at least 51% unconditionally and directly owned by women who are U.S. citizens. The woman or women must manage daily operations, make long-term decisions and hold the highest officer positions available. They must also work at the business full-time during normal working hours, although there is no minimum amount of time for the business to be considered operational.

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).

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

"Veteran owned" means a business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business

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.

COMPANY NAME

SIGNATURE OF BIDDER	PRINT NAME	TITLE
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EMAIL ADDRESS

ADDRESS OF COMPANY	(CITY)	(STATE)	(ZIP CODE)
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PHONE NUMBER	DATE OF BID RESPONSE
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