

Community Consolidated School District 15

580 North First Bank Drive

Palatine, Illinois 60067

REQUEST FOR BID

ICE CREAM

BID #14-005

August 16, 2013



Bid #14-005
NOTICE TO BIDDERS
ICE CREAM
August 16, 2013

The Board of Education of Community Consolidated School District 15, 580 North First Bank Drive, Palatine, Illinois 60067, will receive Bid Proposals for ICE CREAM all in accordance with the contract documents including specifications as filed with the Purchasing Agent in the Business Office.

Contract documents are on file and may be examined any time after August 16, 2013.

Board of Education Office
Joseph M. Kiszka Educational Service Center
580 North First Bank Drive
Palatine, Illinois 60067
Attention: LINDA STYCZEN

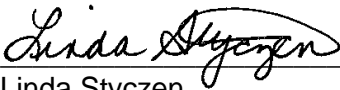
Bid Due Date: Friday, August 30, 2013 at 11:00 a.m.

No bids may be withdrawn for a period of 60 days after the bid opening date.

They will be held without right of withdrawal until September 11, 2013, at 7:00 p.m. when it is anticipated the Board will be acting on the bid. Results of the board decision are posted on district website www.ccsd15.net on September 12, 2013. Any time stated is in Central Standard Time zone.

The Board of Education reserves the right to waive any irregularities, 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:



Linda Styczen
Purchasing Agent

INSTRUCTIONS TO BIDDERS

Proposals:

Proposals to be entitled for consideration must be made in accordance with the following instructions.

All proposals must be submitted on forms of proposal marked Exhibit "B" ICE CREAM, furnished by the Board of Education of Community Consolidated School District 15 ("Board"). Proposals submitted on other forms shall 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 clearly marked ICE CREAM, ATTENTION: LINDA STYCZEN. Bid documents received in envelopes not clearly labeled as specified will be rejected if opened before specified bid opening time.

PROPOSAL FOR: ICE CREAM – **NO FREEZERS REQUIRED AS PART OF BID**

ADDRESSED TO: Board of Education
Community Consolidated School District 15
580 North First Bank Drive
Palatine, Illinois 60067
Attn: LINDA STYCZEN, Purchasing Agent
Due: Friday, August 30, 2013, at 11:00 AM, Central Standard Time.

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.

Samples: Samples must be submitted for bids to be considered. Please contact Bobbie Desprat to schedule delivery of samples prior to bid opening date at 847-963-3929.

Time for Receiving Bids:

Bids must be delivered in the office of the Board no later than Friday, August 30, 2013, at 11:00 AM, Central Standard Time, at Joseph M. Kiszka Educational Service Center, 580 North First Bank Drive, Palatine, Illinois 60067, when they will be publicly opened and the contents announced.

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.

Please complete and return Exhibit "A" and Exhibit "B" of the ICE CREAM bid in a sealed envelope labeled ICE CREAM BID. Retain a copy for your records.

SPECIFICATIONS FOR ICE CREAM
FOR
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 First Bank Drive
Palatine, Illinois 60067

ISSUED: August 16, 2013

GENERAL CONDITIONS

1. BIDS MUST BE RECEIVED IN OUR OFFICE NO LATER THAN FRIDAY, August 30, 2013, at 11:00 a.m. Bids received by the Board shall be opened at 11:00 a.m. Friday, August 30, 2013, at 11:00 a.m. when they will be publicly opened and the contents announced. They will be held without right of withdrawal until September 11, 2013, at 7:00 p.m. when it is anticipated the Board will be acting on the bid.
2. The Contract Documents consist of (a) the Notice to Bidders, (b) the Instructions to Bidders, (c) these General Conditions of the Contract, (d) the Agreement between the Board of Education of Community Consolidated School District 15 and Contractor (hereinafter 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 on the basis of 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. Samples must be submitted prior to bid opening in order for bidder to be considered. Please contact Bobbie Desprat at 847-963-3929 to schedule sample delivery.

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" ICE CREAM of the bid documents.
9. Unless otherwise specified in the invitation to bid, YOUR BID PRICE MUST BE A DELIVERED PRICE, F.O.B., PALATINE, ROLLING MEADOWS, HOFFMAN ESTATES, THE BOARD'S DESTINATION, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE BIDDER. Delivery must be made as specified on the dates indicated in the specifications of Exhibit "A" ICE CREAM when applicable.
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. The 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 provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The 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. § 12101 *et seq.*) and rules and regulations promulgated thereunder.

As required by Illinois law, in the event of the 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"), the Contractor may be declared ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, 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 area(s) 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, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, 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 the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 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 purposes 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 sub-contract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub-contractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such sub-contractors; and further it will promptly notify the contracting agency and the Department in the event any sub-contractor fails to refuse to comply therewith. In addition, the Contractor will not utilize any sub-contractor declared by the Illinois Human Rights Commission to be ineligible for contractors or sub-contractors 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 thereunder 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 no 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 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. 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.
39. 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.*).
40. Bidder must be in compliance with the Department of Labor Regulations (41 CFR Part 60) where applicable.
41. If the contract amount exceeds \$100,000 vendors must agree to be in compliance with the following where applicable:
 - Section 306 of the Clean Air Act (42 USC 1857 (h))
 - Section 508 of the Clean Water Act (33 USC 1368)
 - Executive Order 117389 and the Environmental Protection Agency regulations (40 CFR Part 15)
42. Bidder must sign and RETURN with Exhibit "B" and be in compliance with the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction.

43. **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 of 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 a 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. A separate certificate or endorsement naming the Board and its employees and agents for a \$1,000,000 blanket limit for fire, theft, extended coverage and malicious mischief.

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.

EXHIBIT "A"
SPECIFICATIONS FOR ICE CREAM
August 16, 2013

1. Bids shall be on specific items listed. If bidding on a product that you feel is equal to the brand requested, please specify alternate brand, item weight, and include price per dozen in the appropriate area on Exhibit "B". The Nutrition Services Department will need samples, product information sheets and nutritional information for evaluation of acceptable quality.
2. All prices shall be bid on cost per dozen (except where indicated). Please include pack as delivered in column provided. Quantities stated are estimated amounts to be purchased for the contract year.
3. Deliveries will be required twice a month to each site and will start on a regular basis on Monday, September 16, 2013, to the end of the official school year in June 2014, except for holidays and vacation days.
4. Nutritional information must be enclosed. **Yes** _____ **No** _____

JANE ADDAMS SCHOOL
1020 SAYLES DRIVE
PALATINE IL 60074

PLEASANT HILL SCHOOL
434 W ILLINOIS AVE
PALATINE IL 60067

VIRGINIA LAKE SCHOOL
925 N GLENN
PALATINE IL 60074

CENTRAL ROAD SCHOOL
3800 CENTRAL ROAD
ROLLING MEADOWS IL 60008

PLUM GROVE JR HIGH
2600 PLUM GROVE RD
ROLLING MEADOWS IL 60008

WINSTON CAMPUS SCHOOL
900 E PALATINE RD
PALATINE IL 60074

MARION JORDAN SCHOOL
100 N HARRISON ST
PALATINE IL 60067

HUNTING RIDGE SCHOOL
1105 W ILLINOIS AVE
PALATINE IL 60067

LAKE LOUISE SCHOOL
500 N JONATHAN
PALATINE IL 60074

KIMBALL HILL SCHOOL
2905 MEADOW DR
ROLLING MEADOWS IL 60008

CARL SANDBURG JR HIGH
2600 MARTIN LANE
ROLLING MEADOWS IL 60008

WILLOW BEND SCHOOL
4700 BARKER AVE
ROLLING MEADOWS IL 60008

STUART R PADDOCK SCHOOL
225 WASHINGTON CT
PALATINE IL 60067

LINCOLN SCHOOL
1021 RIDGEWOOD LANE
PALATINE IL 60067

FRANK C WHITELEY SCHOOL
4335 HAMAN AVE
HOFFMAN ESTATES IL 60195

WALTER R SUNDLING JR HIGH
1100 N SMITH ST
PALATINE IL 60067

THOMAS JEFFERSON SCHOOL
3805 WINSTON DR
HOFFMAN ESTATES IL 60195

GRAY M SANBORN SCHOOL
101 N OAK ST
PALATINE IL 60067

5. Delivery tickets should be left at each school location. A monthly combined statement of all invoices should then be sent to the Nutrition Services Department, 1100 N. Smith St., Palatine, IL 60067. Delivery tickets should not be priced.
6. Deliveries shall be honor stops and in return we will report overages, shortages, damaged goods and other problems. A record of damaged goods shall be documented by the site coordinator and replacement of item and/or credit should be issued periodically.
7. The vendor shall be supplied with a list of the novelties that are approved for each site. The vendor shall agree not to make sales "off the truck" to other school personnel.
8. **Freezers are not required.**

9. All point of sale signs and/or poster boards must be provided.
 10. Please list some promotional and rebate offers that you can provide.
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11. The vendor agrees to have reasonable availability of all items contained in this bid (as to selections authorized for each site). All special orders of ice cream varieties shall be sold on a "school bid price" and shall be placed only by the Nutrition Services Office.
 12. Items must be Ice Cream or Novelties with nutrient value. Water ice may not be used. Please provide nutritional information for all items bid.
 13. A minimum of three references which include names, addresses and phone numbers must be received by the specified bid opening time.
 14. This office must be notified in advance to authorize any escalation in price with proper documentation to justify increase.
 15. Ice Cream service under this bid will begin on Monday, September 16, 2013, and continue to the end of the official 2013-2014 school year in June 2014. If both the contractor and the school district agree to the terms set forth in this contract, this contract may be renewed on an annual basis, not to exceed a total of five (5) years. Any and all contract renewals will be bound by the conditions and specifications of this, August 16, 2013, Ice Cream Bid. Ice Cream Bid, the first year would be considered the formal bid with four possible renewal years. It is understood that this contract may be renewed for the five (5) year renewable contract if it is mutually agreeable to the vendor and District 15. Bid award and/or renewal will be based on the following criteria and all conditions of this bid shall be binding as per the Ice Cream bid specifications Exhibit "A" dated August 16, 2013.
 1. Product quality
 2. On-time deliveries
 3. Service, responsiveness to District's needs
 4. Comparable price
 16. There will be NO MINIMUM ORDER of Ice Cream items listed in this bid.
 17. If an alternate Ice Cream item is substituted, samples of all bid items listed must be sent to Bobbie Desprat, 1100 North Smith St., Palatine, IL 60067 **BEFORE THURSDAY**, August 29, 2013, at 2:00 p.m. Central Standard Time for evaluation or this item will not be considered. 10 samples of each are required for evaluation.
 18. **A minimum of three references which include names, addresses and phone numbers must be received by the specified bid opening time.**
 19. District 15 may request a tour of the vendor's facilities in order to evaluate provisions and abilities for fulfilling this contract.
 20. The successful vendor must sign and agree to all terms in the Indemnification Agreement included in the bid documents.
 21. Any questions can be directed to Bobbie Desprat, Director of School Nutrition Services at 847-963-3929.

ITEMS TO BID UPON	SIZE	APPROX. MONTHLY USAGE
1. Low-Fat Vanilla Ice Cream Sandwich, Good Humor or Popsicle Brand or equal	3.5 oz.	50 dozen
2. Ice Cream Sundae Cone, prefer peanut free topping	4.25 oz.	100 dozen
3. Strawberry Shortcake good Humor or Popsicle Brand or equal	3.0 oz.	40 dozen
4. Chocolate Éclair Good Humor or Popsicle Brand or equal	3.0 oz.	50 dozen
5. Sherbet Push Ups (please list flavors)	2.75 oz.	60dozen
6. Low Fat Ice Cream Bars (Please list brands, flavors)	2.75 oz.	50 dozen
7. Popsicle Scribbler (juice pop) or equal	2.4 oz.	35 dozen
8. Fudge Bar, Low Fat, Popsicle Brand or equal	2.7 oz.	35 dozen
9. Orange Cream Bar, Popsicle Brand or equal	2.7 oz.	15 dozen
10. Ice Cream Cups with wooden spoons Vanilla and Chocolate	4.0 oz.	70 dozen

Please return nutritional information on all bid items with the bid. Please list any additional items that are low fat, reduced sugar and/or 50% or more juice content.

Bid may be rejected if nutritional information for all products is not enclosed with bid.

EXHIBIT "B"
ICE CREAM
August 16, 2013
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

NAME OF BIDDER _____ TITLE _____

ADDRESS OF BIDDER _____ CITY STATE ZIP CODE _____

PHONE NUMBER _____ DATE OF BID _____
AREA CODE _____

1. The Board of Education, Community Consolidated School District 15, Palatine, Illinois, reserves the right to reject any or all bids and 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 equipment and services (see attached letter outlining in detail the exact services proposed) set forth by the specifications, notice to bidders, general conditions and form of proposal herein referred to and described:
3. Contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.
4. The contractor/vendor certifies that said contractor/vendor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

ITEMS TO BID UPON	SIZE	APPROX. MONTH. USAGE	PRICE PER DOZEN	TOTAL PRICE
1. Low-Fat Vanilla Ice Cream Sandwich, Good Humor or Popsicle Brand or equal	3.5 oz.	50 dozen		
2. Ice Cream Sundae Cone, prefer peanut free topping	4.25 oz.	100 dozen		
3. Strawberry Shortcake good Humor or Popsicle Brand or equal	3.0 oz.	40 dozen		
4. Chocolate Éclair Good Humor or Popsicle Brand or equal	3.0 oz.	50 dozen		
5. Sherbet Push Ups (please list flavors)	2.75 oz.	60 dozen		
6. Low Fat Ice Cream Bars (Please list brands, flavors)	2.75 oz.	50 dozen		
7. Popsicle Scribbler (juice pop) or equal	2.4 oz.	35 dozen		
8. Fudge Bar, Low Fat, Popsicle Brand or equal	2.7 oz.	35 dozen		
9. Orange Cream Bar, Popsicle Brand or equal	2.7 oz.	15 dozen		
10. Ice Cream Cups with wooden spoons, Vanilla and Chocolate	4.0 oz.	70 dozen		

Please list type/pack size/price of any other novelties available.

FREEZERS ARE NOT NEEDED IN ORDER TO BID.

Nutritional information for all products bid enclosed. **Yes**_____ **No**_____

COMPANY_____

SIGNATURE OF BIDDER TITLE

Print or type name of bidder.

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

- 1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
- 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
- 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.