

**Community Consolidated School District 15**

580 North First Bank Drive

Palatine, Illinois 60067

**REQUEST FOR BID**

**FURTHER PROCESSED USDA COMMODITY  
FOODS AND COMMERCIAL EQUIVALENTS**

**BID #19-033**

**APRIL 28, 2019**



Bid #19-033  
NOTICE TO BIDDERS  
FURTHER PROCESSED USDA COMMODITY FOODS AND COMMERCIAL EQUIVALENTS  
April 29, 2019

The Board of Education of Community Consolidated School District 15, 580 North First Bank Drive, Palatine, Illinois 60067, will receive Bids for Further Processed USDA Commodity Foods and Commercial Equivalents all in accordance with the contract documents including specifications as filed with the Budget and Purchasing Coordinator in the Business Office.

Contract documents are on file and may be examined any time after April 29, 2019.

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

Bid Due Date: Wednesday, May 22, 2019, at 2:00 p.m., local time.  
No bids may be withdrawn for a period of 60 days after the bid opening date.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 June 12, 2019, at 7:00 p.m. when it is anticipated the Board will be acting on the bid. Results of the board decision will be posted on district website [www.ccsd15.net](http://www.ccsd15.net) on Thursday, June 13, 2018. 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:



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Ivy Fleming  
Budget and Purchasing Coordinator

## 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", Further Processed USDA Commodity Foods and Commercial Equivalents 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 **BID #19-033 Further Processed USDA Commodity Foods and Commercial Equivalents, ATTENTION: IVY FLEMING**. Bid documents received in envelopes not clearly labeled as specified will be rejected if opened before specified bid opening time.

PROPOSAL FOR: Further Processed USDA Commodity Foods and Commercial Equivalents

ADDRESSED TO: Board of Education  
Community Consolidated School District 15  
580 North First Bank Drive  
Palatine, Illinois 60067  
Attn: IVY FLEMING, Budget & Purchasing Coordinator  
Due: Wednesday, May 22, 2019, at 2:00 p.m., local 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.

### Time for Receiving Bids:

Bids must be delivered in the office of the Board no later than, Wednesday, May 22, 2019, at 2:00 p.m., local 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 Exhibits A, B, C, D, E, F and G Further Processed USDA Commodity Foods and Commercial Equivalents as your bid in a sealed envelope labeled **BID #19-033 Further Processed USDA Commodity Foods and Commercial Equivalents**. Retain a copy for your records.

SPECIFICATIONS FOR  
FURTHER PROCESSED USDA COMMODITY FOODS AND COMMERCIAL EQUIVALENTS  
BID #19-033  
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:** April 29, 2019

GENERAL CONDITIONS

1. BIDS MUST BE RECEIVED IN OUR OFFICE NO LATER THAN WEDNESDAY, MAY 22, 2019, AT 2:00 PM local time. Bids received by the Board shall be opened at 2:00 p.m. on Wednesday, May 22, 2019, when they will be publicly opened and the contents announced. They will be held without right of withdrawal until June 12, 2019, 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 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. 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 "D" FURTHER PROCESSED USDA COMMODITY FOODS AND COMMERCIAL EQUIVALENTS 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, THE BOARD'S DESTINATION, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE BIDDER TO ONE LOCATION. Delivery must be made as specified on the dates indicated in the specifications of Exhibit "A" FURTHER PROCESSED USDA COMMODITY FOODS AND COMMERCIAL EQUIVALENTS 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. **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 there under.

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 there under.
- 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 no member of the Board or 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 or 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
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 Budget & Purchasing Coordinator 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. 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. 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. It is the intention that the Board shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to the *Prevailing Wage Act*.

41. Bidder must be in compliance with the Energy Policy and Conservation Act (PL 94-163) where applicable.
42. Bidder must be in compliance with the provisions of the Occupational Safety and Health Act and the standards and regulations issued there under where applicable.

43. Bidder must be in compliance with the provisions of the Fair Labor Standards Act where applicable.
44. Bidder must be in compliance with the Department of Labor Regulations (41 CFR Part 60) where applicable.
45. 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)
46. 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.
47. Bidder must sign and RETURN with "Exhibit C" and be in compliance with the Certification Regarding Lobbying – Contracts, Grants, Loans and Cooperative Agreements and the Disclosure of Lobbying Activities Forms.
48. 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 25<sup>th</sup> 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.*).
49. 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 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. General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.
- g. 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.

50. All vendor staff/personnel must undergo a criminal background investigation within 60 days prior to the start of the contract at the vendor's expense and available upon request. Section 10-21.9 of *The School Code* (105 ILCS 5/10-21.9) provides that:

After January 1, 1990, the provisions of this section (criminal background investigations) shall apply to all employees of persons or firms holding contracts with any school district including, but not limited to, food service workers, school bus drivers and other transportation employees, who have direct, daily contact with the pupils of any school in such district.

Additionally, the contractor must also agree not to send to any school building or on any school property any employee who is a known child sex offender.

51. Buy American Act/Import Products

The National School Lunch Act requires school districts participating in the National School Lunch Program in the contiguous 48 states of the United States to buy food products produced in the U.S.A. (domestic) when using federal funds. Therefore, if there is a domestic and non-domestic food product available, the domestic product must be supplied. Non-domestic products may be supplied only when domestic products are not available. As defined in the legislation, a domestic food commodity is an agricultural commodity (beef, pork, chicken, fruits, vegetables, oil or grains) that is produced in the U.S.A. A domestic food product is processed in the U.S.A. using substantially domestic agricultural commodities. Substantial means that over 51% of the finished product comes from American produced products. The implementing federal regulations are 7CFR 201.21 and 2201.16 published on September 20, 1999.



### 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).

<b>PRODUCER</b> 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 #	
<b>INSURED</b> 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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y		00-00-00	00-00-00	EACH OCCURRENCE \$ 1,000,000 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 ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	00-00-00	00-00-00	00-00-00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input checked="" type="checkbox"/> WC STATUTORY LIMITS    OTH-ER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			00-00-00	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.

<b>CERTIFICATE HOLDER</b>  Community Consolidated School District 15 Attn: Linda Styczen 580 N First Bank Drive Palatine IL 60067	<b>CANCELLATION</b>  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>
--	---

EXHIBIT "A"  
Further Processed USDA Commodity Foods and Commercial Equivalents  
BID #19-033  
April 29, 2018  
Community Consolidated School District 15

Attached, you will find specifications for pricing on further processed USDA Commodity Foods and Commercial Equivalents for the 2019-2020 school year. If you are interested in submitting a bid, please observe the following:

**GENERAL INFORMATION**

1. This bid must be returned to:  
Community Consolidated School District 15  
IVY FLEMING, Budget & Purchasing Coordinator  
580 N. First Bank Drive  
Palatine, IL 60067  
  
**on or before 2:00 P.M. on WEDNESDAY, MAY 22, 2019.**  
No bids may be withdrawn for a period of 60 days after bid opening date. They will be held with our right of withdrawal until June 12, 2019, 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](http://www.ccsd15.net) on June 13, 2019. Any time stated is in Central Standard Time Zone.
2. All prices should be F.O.B to the floor of the dock area or kitchen area of four delivery sites listed in Exhibit "E". (See attached).
3. All envelopes must be sealed and marked, "**Bid #19-033 for Further Processed USDA Commodity Foods**". Oral, telephonic, electronic or facsimile transmitted information **will not be accepted.**
4. Prices (including delivery) should be furnished on a per case basis. No substitutions will be accepted. Only products on the attached bid form will be allowed. Brand names and product numbers provided represent products selected for 2019-2020
  - a) Items will be awarded by manufacturer group.
  - b) The value of the commodity **should not be** subtracted from the price quoted.
  - c) The price quoted should reflect the **commercial** price of the product.
5. Community Consolidated School District 15 reserves the right to return any merchandise that does not comply with the specifications due to improper storage and/or handling, at the distributor's expense.
6. Community Consolidated School District 15 reserves the right to increase or decrease quantities listed as the purchase by the USDA of each commodity has not been completed, and therefore has not yet been determined. Quantities listed are only usage approximations based on anticipated usage and may change based on student acceptability.
7. Community Consolidated School District 15, in determining the responsibility of any vendor, may take into account other factors in addition to financial responsibility, such as past records of transactions with the vendor, experience, adequacy of equipment, and their ability to complete performances within necessary time limits.

Other pertinent considerations might include, but not be limited to, reliability, reputation, competence, skills, efficiency, facilities, resources and location of the vendor as related to prompt reply to service.

If the District requests, the vendor might be asked to supply such information as a current auditor's financial statement, insurance certification, references and any other necessary information that would allow Community Consolidated School District 15 to determine the vendor's qualifications and responsibility.

8. Community Consolidated School District 15 reserves the right to reject any or all Requests for Bid.
9. If you choose not to submit a proposal at this time, please return the No Pricing Response Form. Failure to return this form may result in removal of your firm from the vendor list.
10. Please use the "Bid for Further Processed USDA Commodity Bid Form" enclosed in these specifications ONLY. **NO PROPOSAL WILL BE ACCEPTED FROM ANY VENDOR IN ANY OTHER FORM**, as on letterhead stationery, etc.
11. Please complete the attached form with **firm pricing** for a 12-month period commencing on August 1, 2019. **Quoted prices shall remain in effect for this time period**. Pricing changes may occur if the manufacturer incurs cost increases/decreases due to the cost of raw goods. Documentation must be presented to reflect price changes incurred by manufacturer.
12. The enclosed bid rigging form must be signed and returned with the Request for Bid.
13. Any questions should be directed to Bobbie Desprat, Director of Nutrition Services, via email at DespratB@CCSD15.net. The deadline for questions is Wednesday, May 15, 2019, at 12:00 p.m. local time, and no questions will be addressed after that date.
14. An Excel spreadsheet file for preparing your bid response is available by email request to IVY FLEMING, Budget & Purchasing Coordinator, at [flemingi@ccsd15.net](mailto:flemingi@ccsd15.net). A hard copy printout of the Exhibit "B" pricing spreadsheet must be submitted along with all other bid documents in a sealed and marked envelope, "**Bid #19-033 for Further Processed USDA Commodity Foods**". Do not submit bids via email. Oral, telephonic, electronic or facsimile transmitted information **will not be accepted**.

## SPECIFICATIONS

### General

It is the intent of Community Consolidated School District 15 that this document permits the District to enter into a contract with a qualified firm to provide and deliver further processed USDA commodity items to the school district. This contract is separate from the District's Food Products/Non-Food Supplies Bid.

### Term of Contract

It is the intent of Community Consolidated School District 15 that this bid be considered a one (1) year contract with that year commencing on August 1, 2019.

### Health and Safety Requirements

By placing their signature on this document, 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 that bidder insures that all product will be stored in a facility with a HACCP plan in place.

### Buy American Act/Import Products

The National School Lunch Act requires school districts participating in the National School Lunch Program in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using federal funds. Therefore, if there is a domestic and non-domestic food product available, the domestic product must be supplied. Non-domestic products may be supplied only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity (for example beef, pork, chicken, fruits, vegetables, oils or grains) that is produced in the United States. A domestic food product is process in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished processed product comes from American produced products. The implementing federal regulations are 7CFR 201.21 and 2201.16 published on September 20, 1999.

### General Information, Requirements and Criteria

In order to submit your proposal, we offer the following information and requirements:

1. The number of items listed in this document can determine the slot requirements.
2. All Items shall be stored on pallets.
3. All products will be rotated on a first-in/first/out basis.
4. Distributor shall be responsible for stocking each value pass through item within a particular manufacturer's group if they are bidding on the group. **No substitutions will be accepted.**
5. Only firm, fixed pricing commencing on August 1, 2019 through July 31, 2020 will be accepted. **No weekly pricing will be considered.**
6. The distributor must be able to provide "net off invoice" pricing that will reflect the value of the donated commodities within each case which will appear on the invoice submitted for payment (if applicable).
7. The distributor shall be responsible for receiving the products from the delivery truck, recording date received and placing in appropriate storage area. The vendor shall also be responsible for removing commodities and products from the storage areas and delivering them to the individual district's delivery points.
8. Distributor shall be responsible for a record on all products in-coming and outgoing.
9. The date of entry to the storage area shall be noted on each pallet.
10. The vendor facilities will be required to have an alarm system that will indicate when the temperature is not in the safe zone.

11. The successful vendor must maintain general liability per specifications. A valid insurance certificate stating those coverage minimums is required.
12. The value pass thru item becomes the property of the school district once the delivery has been made to said district.
13. Delivery times must be between 7:00AM-1: 00PM.
14. Delivery must be made FOB to the floor of the dock area or kitchen area for the delivery sites. (See attached Exhibit "E").
15. Either party may terminate the contract thirty (30) days after written notifications. Community Consolidated School District 15 may terminate the contract with seven (7) days' notice when the supplier does not perform per the contract and remediation has been attempted.
16. All shipments over 50 cases **must be palletized.**
17. If over 50 cases, floor shipments must be unloaded onto pallets by the driver.

**Procedures**

1. State minimum number of total cases (NOI + regular purchased + FFS, if applicable) required for delivery.
2. State the delivered price per case (**including the value of the commodity within**).

**PLEASE NOTE:** The value of the commodity **should not** be subtracted from the price since we will need to know the commercial price if we use up our allotment of commodity product.











**EXHIBIT "B" - COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15**

**FURTHER PROCESSED USDA COMMODITY FOODS AND COMMERCIAL EQUIVALENTS 2019-2020**

	ITEM NUMBER	PRODUCT DESCRIPTION	VENDOR NUMBER	QUANTITY (Cases)	LAI D IN COST	FIXED FEE	PASS THROUGH VALUE	NET DELIVERED PRICE	EXTENSION
<b>TYSON (Bosco)</b>	702011-1120	6" WG Red. Fat Mozzarella Bosco Sticks		150					
	702015-1120	7" WG Bosco Sticks		60					
<b>TYSON (Chicken)</b>	029494-928	Waffle Battered Nuggets		80					
	4621-928	Dark & White Chicken Strips		50					
<b>YANG'S 5TH</b>	15554-8	Chicken Teriyaki		75					
<b>TASTE</b>	15555-5	Orange Chicken JR		75					
	1550-0	Sweet Thai Chili Chicken		25					

## RECIPIENT AGENCY AND DISTRIBUTOR AGREEMENT

This agreement is for the 2019-2020 school year, between Community Consolidated School District #15 and Distributor\_\_\_\_\_. Both parties signing below acknowledge our mutual responsibilities.

Distributor will invoice CCSD#15 for (dependent on whether product is Fee for Service through Distributor or Fee for Service)

\_\_\_\_\_Handling/Storage/Distribution Fee Only (FFS only - please state fee\_\_\_\_\_)

\_\_\_\_\_Fee for Service and Distribution Fee (FFS through Distributor) – PLEASE NOTE ON BID FORM IF ITEMS ARE FFS.

1. Distributor will provide proof of added property insurance endorsement to cover any damage to commodity products while in their care
2. Distributor will provide written fee schedule for any additional storage costs that CCSD#15 may incur after\_\_\_\_\_ days.

For Net-Off Invoice (Indirect Discount):

1. Distributor will itemize the value of the commodity on each invoice.
2. Distributor will have the technology in place to meet the reporting requirements of each processor.
3. Distributor will provide CCSD#15 with a summary of how they will handle sales verification, usage/velocity reports and commodity tracking for audit requirements.
4. Distributor agrees to provide usage/velocity reports on behalf of CCSD#15 to the designated processor(s) on a weekly basis.
5. Distributor agrees to provide the products specified in the bid and will not substitute other brands.
6. Distributor agrees to slot all products agreed upon on a regular basis.
7. Distributor agrees to provide deliveries according to the following schedule: (Please List Delivery Days Available)

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8. CCSD#15 is bidding on quantities based on the previous year's purchases, allotment from USDA for 2019-2020 school year and are accurate to the best of our ability. CCSD#15 anticipates significant requirements for the commodities requested, but does not guarantee a specific purchase volume. It is our desire to use fully the commodity entitlement allotted to us. Should we exhaust our supply of USDA further processed items, we expect that the commercial product equivalent to be seamless and transparent to customers and staff. Both products shall require the same preparation methods, holding characteristics and taste profiles.

9. Both parties agree that as of this date, the USDA has issued nutrition standards in the National School Lunch and School Breakfast programs, but may elect to change some of the regulations at any time. These standards, once implemented, may require changes in products and/or product formulations. Any product changes that result in new product SKUS using further-processed USDA commodity foods will be offered to CCSD #15 at the bid pricing offered on this bid.

10. CCSD#15 or Distributor may terminate this agreement for cause upon 30 days with written notification or without cause upon 60 days written notification of the other party.

\_\_\_\_\_  
Distributor Name

\_\_\_\_\_  
Recipient Agency

\_\_\_\_\_  
Distributor Contact

\_\_\_\_\_  
School District Contact

\_\_\_\_\_  
Phone Number/Fax Number

\_\_\_\_\_  
Phone Number/Fax Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Distributor Address

\_\_\_\_\_  
School District Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
RA Number

**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 part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). 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 Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.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.

**Bid-Rigging Certification**

\_\_\_\_\_, a duly  
(Agent)

authorized agent of \_\_\_\_\_,  
(Contractor)

do hereby certify that neither \_\_\_\_\_,  
(Contractor)

nor any individual presently affiliated with \_\_\_\_\_  
(Contractor)

\_\_\_\_\_, has been barred from bidding on a public contract as a  
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)  
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor



EXHIBIT "D"  
BID #19-033  
Further Processed USDA Commodity Foods and Commercial Equivalents  
April 29, 2019  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

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COMPANY NAME

---

SIGNATURE OF BIDDER

PRINT NAME

TITLE

---

EMAIL ADDRESS

---

ADDRESS OF COMPANY

CITY

STATE

ZIP CODE

---

(AREA CODE)

PHONE NUMBER

---

DATE OF BID RESPONSE

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. By entering into this Agreement, Contractor/Vendor certifies and warrants 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.
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).

EXHIBIT "E"  
BID #19-033  
Further Processed USDA Commodity Foods and Commercial Equivalents  
April 29, 2019  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

**Each distributor should insure that all special conditions and general specifications have been read before preparing this document.**

1. Having read the conditions and specifications, we propose to sell and provide delivery of the following further processed USDA items to each site at the following prices for School Year 2019-2020:

Palatine District 15 – Four sites for delivery:

Walter Sundling Jr. High, 1100 North Smith, Palatine, IL 60067  
Plum Grove Jr. High, 2600 Plum Grove Rd., Rolling Meadows, 60008  
Carl Sandburg Jr. High, 2600 Martin Lane, Rolling Meadows, 60008  
Winston Campus, 900 East Palatine Rd., Palatine 60074

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COMPANY NAME

---

SIGNATURE OF BIDDER

PRINT NAME

TITLE

---

DATE OF BID RESPONSE

EXHIBIT "F"  
BID #19-033  
Further Processed USDA Commodity Foods and Commercial Equivalents  
April 29, 2019  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT

**REFUSAL TO SUBMIT PRICING**

If you choose not to submit a proposal at this time, please sign and return this form to:

Community Consolidated School District 15  
IVY FLEMING, Budget & Purchasing Coordinator  
580 North First Bank Drive  
Palatine, IL 60067

All envelopes must be sealed and marked, "**Bid #19-033 Further Processed USDA Commodity Foods**". Oral, telephonic, electronic or facsimile transmitted information **will not be accepted.**

\_\_\_\_\_ **At this time, we do not wish to submit pricing for the Value Pass Thru/NOI Commodity Price Proposal**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
ADDRESS OF COMPANY

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
(AREA CODE)

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
DATE OF BID RESPONSE

EXHIBIT "G"  
BID #19-033  
Further Processed USDA Commodity Foods and Commercial Equivalents  
APRIL 29, 2019  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

CONTRACTOR QUESTIONNAIRE

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

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

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

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

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

**Is Your Company a Minority Owned Business? YES \_\_\_\_\_ NO \_\_\_\_\_**

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

**Is Your Company a Female Owned Business? YES \_\_\_\_\_ NO \_\_\_\_\_**

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

**Is Your Company a Business Owned By Persons with Disabilities? YES \_\_\_\_\_ NO \_\_\_\_\_**

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

---

COMPANY NAME

---

SIGNATURE

PRINT NAME

TITLE

---

ADDRESS OF COMPANY

CITY

STATE

ZIP CODE

---

EMAIL ADDRESS