

**Community Consolidated School District 15**

580 North First Bank Drive

Palatine, Illinois 60067

**REQUEST FOR BID  
CAFETERIA PACKAGING SUPPLIES**

**BID #19-034**

**MAY 9, 2019**



Bid #19-034  
NOTICE TO BIDDERS  
CAFETERIA PACKAGING SUPPLIES  
May 9, 2019

The Board of Education of Community Consolidated School District 15, 580 North First Bank Drive, Palatine, Illinois 60067, will receive Bid Proposals for CAFETERIA PACKAGING SUPPLIES 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 May 9, 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: Thursday, May 23, 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No bids may be withdrawn for a period of 60 days after the bid opening date.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 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.

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:



\_\_\_\_\_  
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 Exhibits "B", "C", "D", "E" and "F" CAFETERIA PACKAGING SUPPLIES, 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 #19-034 CAFETERIA PACKAGING SUPPLIES, 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: CAFETERIA PACKAGING SUPPLIES

ADDRESSED TO: Board of Education  
Community Consolidated School District 15  
580 North First Bank Drive  
Palatine, Illinois 60067  
Attn: IVY FLEMING, Budget and Purchasing Coordinator  
Due: Thursday, May 23, 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, Thursday, May 23, 2019, at 2:00 p.m. 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.

**Vendor must submit samples for testing and inspection by bid opening date to Bobbie Desprat, School Nutrition Services, 1100 N. Smith Street, Palatine, IL 60067.**

### 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 enclosed Certification documents and Exhibits "B", "C", "D", "E" and "F" Cafeteria Packaging Supplies, as your bid in a sealed envelope labeled BID #19-034 CAFETERIA PACKAGING SUPPLIES ATTN: IVY FLEMING. Retain a copy for your records.

SPECIFICATIONS FOR CAFETERIA PACKAGING SUPPLIES  
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: May 9, 2019

GENERAL CONDITIONS

1. **BIDS (AND SAMPLES,) MUST BE RECEIVED IN OUR OFFICE NO LATER THAN THURSDAY, MAY 22, 2019, at 2:00 p.m.** Bids received by the Board shall be opened at 2:00 p.m. on Thursday, May 23, 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 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. 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" CAFETERIA PACKAGING SUPPLIES bid documents.

9. Unless otherwise specified in the invitation to bid, YOUR BID PRICE MUST BE A DELIVERED PRICE, F.O.B. 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". Deliveries of packaging more than quantities indicated on each delivery date WILL NOT be accepted and no redelivery charges will be paid. When deliveries are specified "the week of", exact days and times of that week must be coordinated with the Food Service Director. **Product must be delivered on pallets.**
10. As a responsible end user of disposable products, CCSD 15 requests information on the above disposable products in this bid in relation to their composition and the conversion to solid waste in either a recyclable or biodegradable nature. We are requesting this information by bid opening time (Thursday, May 23, 2019, at 2:00 p.m. local time). Failure to respond may result in non-consideration and/or cancellation of this bid.
11. 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.
12. 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.
13. 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.
14. 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 there under.

15. **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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Purchase order number and vendor name must appear on each invoice submitted to the Board for payment.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. The award of the Contract will be made by official Board documents. Bidder's order form is not acceptable and cannot be used.
36. 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.
37. 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.



38. In computing transportation costs, bidders should not include any federal transportation tax, because Board is exempt.
39. 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.
40. 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.
41. 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.*).
42. Bidder must be in compliance with the Energy Policy and Conservation Act (PL 94-163) where applicable.
43. 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.
44. Bidder must be in compliance with the provisions of the Fair Labor Standards Act where applicable.
45. Bidder must be in compliance with the Department of Labor Regulations (41 CFR Part 60) where applicable.
46. 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)
47. 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.
48. Signature Constitutes Acceptance - The signing of these bid forms shall be construed as acceptance of all provisions contained herein.
49. 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.

EXHIBIT "A"  
 BID #19-034  
 CAFETERIA PACKAGING SUPPLIES  
 SPECIFICATIONS  
 MAY 9, 2019

\*\*QUANTITIES MAY INCREASE DUE TO CERTAIN SCHOOLS ELIGIBLE FOR CEP\*\*

<b>ITEM I</b>	<b><u>ALUMINUM FOIL CASSEROLE TRAYS FOR TYPE A SCHOOL LUNCH</u></b> Single Compartment pizza/casserole tray, top out 6 ½" x 5" with vertical depth of 1 7/16", bottom dimension 3 13/16" x 5 3/8" gauge .0030 packaged 1,000 units per case Durable Packaging #205-30-1000 or equal. Vendor <b><u>MUST SUBMIT 50 SAMPLES</u></b> for testing and inspection by bid opening date to Bobbie Desprat, School Nutrition Services, 1100 N. Smith St., Palatine, IL 60067	<b><u>TOTAL QUANTITY 150 CASES</u></b> Delivery as follows: - 70 Cases, Monday, August 5, 2019 - 80 Cases, Tuesday, January 21, 2020
<b>ITEM II</b>	<b><u>ALUMINUM FOIL HAMBURGER TRAYS FOR TYPE A SCHOOL LUNCH</u></b> Top out inches 6 1/2" x 5", hamburger two compartments, vertical depth of 1 7/16", and <u>inside divider to ledge</u> , gauge .0030 packaged 1,000 units per case. Durable Packaging 225-30 or equal. Vendor <b><u>MUST SUBMIT 50 SAMPLES</u></b> for testing and inspection by bid opening date to Bobbie Desprat, School Nutrition Services, 1100 N. Smith St., Palatine, IL 60067.	<b><u>TOTAL QUANTITY 350 CASES</u></b> Delivery as follows: - 90 Cases, Monday, August 5, 2019 - 90 Cases, Monday, November 18, 2019 - 90 Cases, Tuesday, January 21, 2020 - 80 Cases, Monday, March 23, 2020
<b>ITEM III</b>	<b><u>ALUMINUM FOIL HOT DOG TRAYS FOR TYPE A SCHOOL LUNCH</u></b> Top out 6 ½" x 5", hot dog two compartment, vertical depth of 1 7/16", and <u>inside divider to ledge</u> , gauge .0030 packaged 1,000 units per case. Durable Packaging 215-30 or equal. Vendor <b><u>MUST SUBMIT 50 SAMPLES</u></b> for testing and inspection by bid opening date to Bobbie Desprat, School Nutrition Services, 1100 N. Smith St., Palatine, IL 60067.	<b><u>TOTAL QUANTITY 130 CASES</u></b> Delivery as follows: - 65 Cases, Monday, August 5, 2019 - 65 Cases, Tuesday, January 21, 2020
<b>ITEM IV</b>	<b><u>SQP PRODUCT NUMBER 6195, OR EQUAL, CARRY TRAY</u></b> SQP Product number 6195, <b><u>OR EQUAL</u></b> , carry tray, kraft, plaid imprint. 8.5" x 5.5" x 2", 500 per case. Vendor <b><u>MUST SUBMIT 10 SAMPLES</u></b> for testing and inspection by bid opening date to Bobbie Desprat, School Nutrition Services, 1100 N. Smith St., Palatine, IL 60067. Delivery dates to be determined.	<b><u>TOTAL QUANTITY 2300 CASES</u></b> Delivery as follows: - Drop shipment of 325 cases per delivery - Delivery dates To Be Determined - First delivery by Monday, August 5, 2019

**BID DUE DATE**

Bids must be received no later than 2:00 p.m. on Thursday, May 23, 2019, at Joseph M. Kiszka Educational Service Center, 580 North First Bank Drive, Palatine, Illinois 60067.

**SAMPLES**

Samples must be received on or before bid opening time in order to be considered. Samples should be submitted to Bobbie Desprat, Director of Nutrition Services, at:

School Nutrition Services Department  
 Walter R. Sundling Junior High School  
 1100 N. Smith Street  
 Palatine, IL 60067

**ORDER DELIVERIES**

Deliveries must be scheduled at least 48 hours prior to delivery. Deliveries will not be accepted if vendor does not notify Nutrition Services at least 48 hours before delivery. All deliveries will be made to the Nutrition Services dock located at Walter R. Sundling Jr. High School.

**QUESTIONS**

Inquiries about this bid may be made to Bobbie Desprat, Director of School Nutrition Services, at DespratB@CCSD15.net. Questions about this bid will only be addressed by email. Last day for questions is May 20, 2019.

EXHIBIT "B"  
BID #19-034  
CAFETERIA PACKAGING SUPPLIES  
SPECIFICATIONS  
MAY 9, 2019

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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

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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 contractor has a written sexual harassment policy in place in full compliance this 775 ILCS 5/2-105 (A) (4).

ITEM	DESCRIPTION	PRODUCT NUMBER	PER CASE QTY	# OF CASES	PRICE PER CASE	TOTAL COST
I	Aluminum Foil Casserole Trays for Type A School Lunch					
II	Aluminum Foil Hamburger Trays For Type A School Lunch					
III	Aluminum Foil Hot Dog Trays For Type A School Lunch					
IV	SQP Product Number 6195, Or Equal, Carry Tray					
V	SQP Product Number 6153, Or Equal, Food Tray					

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.

<i>Organization Name</i>	<i>PR/Award Number or Project Name</i>
<i>Name of Authorized Representative</i>	<i>Title</i>
<i>Original Signature of Authorized Representative</i>	<i>Date</i>

**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.amet.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.

EXHIBIT "D"

**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

ILLINOIS STATE BOARD OF EDUCATION  
100 North First Street  
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
*Organization Name*

\_\_\_\_\_  
*PR/Award Number or Project Name*

\_\_\_\_\_  
*Name of Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Original Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

EXHIBIT "F"  
REQUEST FOR BID #19-034  
CAFETERIA PACKAGING SUPPLIES  
MAY 9, 2019  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

**CONTRACTOR QUESTIONNAIRE**

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COMPANY NAME

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).

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COMPANY NAME

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SIGNATURE

PRINT NAME

TITLE

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ADDRESS OF COMPANY

CITY

STATE

ZIP CODE

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EMAIL ADDRESS