

## **JOLIET PUBLIC SCHOOLS DISTRICT 86**

### **INVITATION TO BID – PURCHASE OF REACH-IN REFRIGERATORS**

Joliet Public Schools District 86 is receiving sealed bids for the purchase of Reach-In Refrigerators. Sealed bids are due August 25, 2017 on or before 10:00 a.m. at which time they will be publicly opened and read aloud. Bids are to be submitted to:

Joliet Public Schools District 86  
Attention: Tamara L. Mitchell  
JFK Administration Center  
420 N. Raynor Ave.  
Joliet, IL 60435

Sealed bids must be clearly marked on the envelope: “BID ENCLOSED, PURCHASE OF REACH-IN REFRIGERATORS”.

The name and address of the bidder must be clearly printed on the outside of the envelope.

Bid packages may be obtained from the District website, [www.joliet86.org](http://www.joliet86.org) or at the JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 during normal business hours.

The bid opening will take place at the JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 at the time stated above. You are invited to be present if you so desire.

District 86 looks forward to your participation in this bid.

Sincerely,

Tamara L. Mitchell  
Assistant Superintendent for Business and Financial Services

Joliet Public Schools District 86 may be referred to in these documents as “District 86” or “District.”

## **I. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**

### **1.1. BID DOCUMENTS**

The Bid Documents include the Invitation to Bid, Legal Advertisement Notice, Bid Proposal Page/ Proposal Form, Requirements for Bidding and Instructions to Bidders, Standard Terms and Conditions, Special Conditions (if any), Scope of Work and Specifications, Plans and Drawings (if any), Insurance Certificates, and all other exhibits attached hereto and any and all Clarifications and Addenda issued by the District. Upon the award and execution of a contract or purchase order pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

Attached Exhibits:

EXHIBIT A: Bid Proposal Form (2 pages)

EXHIBIT B: Statement of Ethics Certification (1page)

EXHIBIT C: Certificate of Eligibility to Bid, (1 page)

EXHIBIT D: Certificate of Compliance with Illinois Drug-Free Workplace Act (1 page)

EXHIBIT E: Certification regarding Sexual Harassment Policy (1 page)

EXHIBIT F: Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions.

### **1.2. PROPOSAL FORMS**

Bids shall be submitted only on the forms provided. The bidder shall retain one (1) copy for his files and submit one (1) copy signed and in a sealed envelope marked “PURCHASE OF REACH-IN REFRIGERATORS.” Telephonic, electronic or faxed bids will not be accepted.

### **1.3. QUALIFIED BIDDERS**

Bidders must be an authorized dealer of the product.

### **1.4. LATE BIDS**

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

### **1.5. CONDITIONAL BIDS**

Qualified bids are subject to rejection in whole or in part.

### **1.6. AUTHORITY TO ACT AS AGENT**

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

**1.7. ERRORS IN BIDS**

When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Erasures or changes in bids must be initialed.

**1.8. QUESTIONS REGARDING SPECIFICATIONS**

Questions, inquiries or notices concerning the substance of the contract documents must be submitted in writing to and received by William White, Manager of Food Service, 420 N. Raynor Ave., Joliet, IL 60435 no later than August 18, 2017, five business days prior to the bid opening. Responses, if any, to questions, inquiries, or notices will be handled in substantially the same manner as addenda. Bidders are responsible for informing themselves about all aspects of the work/supplies/equipment and the contract documents and for informing the School District through a request for interpretation of any ambiguity, error, omission or discrepancy perceived by the bidder. Errors made by the bidder in completing and submitting a bid will not be a basis for withdrawal of or release from the bid once opened.

**1.9. ADDENDA**

Addenda in connection with the bidding of this work/supplies/equipment may be issued by the School District by public posting at the Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435 and by transmission by regular mail and/or facsimile to those interested bidders who have requested notice of addenda in writing addressed to:

Joliet Public Schools District 86  
Attention: Tamara L. Mitchell  
JFK Administration Center  
420 N. Raynor Ave.  
Joliet, IL 60435

Addenda will not be issued after August 18, 2017. It is the responsibility of the bidder to determine whether addenda have been issued by the School District. Lack of knowledge of addenda will not be grounds for a bidder to withdraw a bid after the bid opening or to fail to enter into the contract after the award of the bid.

**1.10. EXAMINATION OF THE BID DOCUMENTS**

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid.

**1.11. TAXES INCLUDED IN BID PRICES**

Materials purchased by Joliet Public Schools District 86 are not subject to the Federal Excise Tax. Materials purchased by Joliet Public Schools District 86 are not subject to the State of Illinois Sales Tax.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by Joliet Public Schools District 86.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

**1.12. BID PRICES MUST INCORPORATE ALL COSTS**

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

**1.13. COMPLETION OF THE BID DOCUMENTS**

All information required by the Invitation to Bid must be supplied to constitute a proper bid. Each Bidder must complete all of the forms, including Exhibits. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the District.

The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the District that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the District, the Contract Documents.

**1.14. AUTHORIZED DEALER/DISTRIBUTOR**

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the District, whose decision will be binding.

**1.15. SUBMISSION OF BIDS**

**1.15.1 Date, Time, and Place**

Bids are to be delivered to the Business Office, J.F.K. Administrative Building, 420 N. Raynor Ave., Joliet, Illinois 60435 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the District to change such date and/or

time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Business Office.

Bids must be dropped off in the Business Office during regular business hours: 8:00 am to 4:30 pm, Monday through Friday, excluding Holidays of the District.

### **1.15.2 Bids Must Be Sealed and Properly Labeled**

All Bids must be submitted in sealed envelopes. All envelopes containing Bids must be marked "BID ENCLOSED, PURCHASE of REACH-IN REFRIGERATORS" and must have the Bidder's name and address stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

### **1.15.3 Bidders Are Responsible for Bid Delivery**

Each Bidder is solely and completely responsible for delivery of its Bid to the Business Office before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other District offices, will not be accepted. The District is under no obligation to ensure that misdirected Bids are delivered to the Business Office prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

### **1.15.4 Trade Secrets - Freedom of Information**

Consistent with the District's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the District as part of this solicitation, and any information or documentation presented to District as part of negotiation of a contract or other agreement may be made publicly as required by law.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the District are subject to the Freedom of Information Act. The District will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information act or valid subpoena. Bidder agrees not to pursue any cause of action against the District with regard to disclosure of information.

**1.16. WITHDRAWAL OF BIDS**

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Business Office. Bidders must make their own arrangements for the return of their Bids.

**1.17. BID OPENING**

Bids will be opened and read publicly in the Business Office immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Business Office to determination the lowest responsive and responsible bidder and whether a contract will be awarded.

**1.18. EFFECTIVE TERM OF BID**

Unless a Bid is expressly rejected by the District, all Bids will remain in effect for sixty (60) days subsequent to the Bid opening. The District may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids.

**1.19. EVALUATION OF BIDS**

**1.19.1 Base Bid and Alternate Bids**

Bids will be evaluated based on the Total Bid Price for PURCHASE OF REACH-IN REFRIGERATORS as listed in the Bid Proposal Form. Alternates, if any, may be awarded individually or awarded to the successful Base bidder.

**1.19.2 Determination of Responsiveness**

The District will review Bids to determine whether they conform to the requirements of the Bid Documents.

**1.19.3 Must Bid All Line Items**

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

**1.19.4 Mathematical Calculations**

The District reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

**1.20. REJECTION OF BIDS AND WAIVER OF INFORMALITIES**

The District, in its sole discretion and authority, may determine that it is in the best interest of the District to reject any or all Bids submitted in response to any Invitation for Bids. The District, in its sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

**1.21. CONSIDERATION OF BIDS**

The District reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the District will be served by such action.

**1.22. AWARD OF CONTRACT OR REJECTION OF BIDS**

The contract will be awarded to the lowest responsible bidder complying with all the provisions of the Invitation, provided that in the judgment of the District, the bid price is acceptable and in the best interests of the District. The District reserves the right to reject any or all bids received whenever such rejection is in the interest of the District.

The Contract consists of the Bid Documents. Upon the award of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

**1.23. NOTICE OF AWARD**

A written award of acceptance of bid or purchase order will be mailed (or otherwise furnished) to the successful Bidder, within the time for acceptance specified in the Invitation to Bid, shall be deemed to result in a binding contract without further action by either party.

**II. STANDARD TERMS AND CONDITIONS**

**2.1. SEVERABILITY**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

**2.2. ENTIRE CONTRACT**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

**2.3 ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Contractor from its obligation, or change the terms of the Contract. The Contractor must notify the District, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the District's discretion.

**2.4 SUBCONTRACTING**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the District; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the District of the names of all Subcontractors to be used and shall not employ any that the District has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on District contracts.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the District is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the District; any substitution of a Subcontractor without the prior written consent of the District is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the District, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from District, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for District approval.

**2.5. GOVERNING LAW AND JURISDICTION**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. In State court, venue shall be in the County of Will. If in Federal Court, the Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of Federal courts located within the County of Cook, State of Illinois.

**2.6. INDEPENDENT CONTRACTOR**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the District. The rights and the



obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

**2.7. AMENDMENTS**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor and the District, unless specifically allowed for by the Contract Documents.

**2.8. COMPLIANCE WITH ALL LAWS**

**2.8.1. GENERAL**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, and regulations to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and pay for and obtain all permits, licenses, certificates, fees and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

**2.8.2. NON-DISCRIMINATION**

No Contractor who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The Contractor and all subcontractors employed under the contract shall comply with all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-10).

**2.8.3 COMPLIANCE WITH ENVIRONMENTAL LAWS**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**2.9. COLLUSIVE BIDDING**

The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation, making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**2.10 NO DEBARMENT**

Bidder certifies, pursuant to Section 33E-11 of the Illinois Criminal code as amended (720 ILCS 5/33E-11), that neither bidder nor any partners, officers or others of bidder's business have been barred from contracting with any unit of State of local government as a result of a violation of either Bid-rigging under Section 33E-3 or Bid-rotating under Section 33E-4 of Article 33E of Illinois Criminal Code as amended. (720 ILCS 5/33E-1 et.seq.)

**2.11. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946**

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment, or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

**2.12. SATISFACTORY COMPLIANCE WITH SPECIFICATION**

The submission of a bid by the Contractor will be construed as an indication that they are fully informed as to the extent and character of the supplies, materials, or equipment required and can furnish the same satisfactorily in compliance with the specifications.

**2.13. WARRANTY**

Contractor shall specifically provide documentation of the manufacturer's warranty of the vehicle.

**2.14. CANCELLATION**

In the event that the Contractor at any time fails to comply with any of the terms or conditions set forth in this agreement, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform, the District shall give ten (10) days' notice in writing to the said contractor. In the event the Vendor does not remedy such failures within ten (10) days from the receipt of such notice the agreement may be terminated.

Furthermore, if the District must contract the service of others because of failure of the Vendor to provide such services under this contract, the Vendor shall assume all costs incurred by the District.

**2.15. SCHEDULE**

Bidder shall provide an anticipated delivery date based upon a proposed contract award date of September 14, 2017.

**III. SCOPE OF WORK AND SPECIFICATIONS  
PURCHASE OF REACH-IN REFRIGERATORS**

**3.1 GENERAL**

These specifications are for NOR-LAKE REFRIGERATORS for Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435.

**3.2 EQUIVALENT PRODUCT**

The District in its sole discretion shall determine whether any product submitted as an equivalent pursuant to the bid specifications satisfactorily meets the District's requirements.

**3.3. ACCEPTABILITY OF PRODUCT**

The District reserves the right to determine acceptability of product delivered and to reject any products deemed to be unacceptable. Vendor will be prepared to replace rejected items immediately.

**3.4. SPECIFICATIONS**

- 1. Nor-Lake AdvantEDGE Single Door Reach-In Refrigerator Model # NLR23-S with  
Standard warranty: 3-year parts and labor warranty, 5-year compressor  
Replacement Parts warranty: 90 day warranty on replacement parts  
Refer to manufacturer for detailed and complete specifications**
  
- 2. Nor-Lake AdvantEDGE Two Door Reach-In Refrigerator Model # NLR49-S with  
Standard warranty: 3-year parts and labor warranty, 5-year compressor  
Replacement Parts warranty: 90 day warranty on replacement parts  
Refer to manufacturer for detailed and complete specifications**

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**BID PROPOSAL FORM  
(1 OF 2 PAGES)**

After having read all the specifications and understanding the same, I hereby submit the following proposal for the PURCHASE of REACH-IN REFRIGERATORS for Joliet Public Schools District 86 in accordance with said BID DOCUMENTS.

**FORMS TO BE COMPLETED:**

1. EXHIBIT A - BID PROPOSAL FORM
2. EXHIBIT B - STATEMENT OF ETHICS CERTIFICATION: Complete and attach.
3. EXHIBIT C - CERTIFICATE OF ELIGIBILITY TO BID: Complete and attach.
4. EXHIBIT D- CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT: Complete and attach.
5. EXHIBIT E - SEXUAL HARASSMENT CERTIFICATION: Complete and attach.
6. EXHIBIT F – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS: Complete and attach.

RECEIPT OF ADDENDUM: If addenda are issued and received, acknowledge below.

Addenda #1: \_\_\_\_\_ Addenda #2: \_\_\_\_\_

Addenda #3: \_\_\_\_\_ Addenda #4: \_\_\_\_\_

**NOTE: UNSIGNED BIDS WILL NOT BE ACCEPTED**

If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this proposal.

**SIGNED FOR THE FIRM:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**BID PROPOSAL FORM  
(2 OF 2 PAGES)**

<b>ITEM</b>	<b>NUMBER of Units</b>	<b>Bid Price per Unit</b>	<b>Total Unit Bid Price</b>
<b>As Specified: Nor-Lake 1 Door Model NLR23-S</b>	<b>6 Each</b>	\$ _____	\$ _____
<b>Alternate:</b>	<b>6 Each</b>	\$ _____	\$ _____
<b>As Specified: Nor-Lake 2 Door Model NLR49-S</b>	<b>8 Each</b>	\$ _____	\$ _____
<b>Alternate:</b>	<b>8 Each</b>	\$ _____	\$ _____

<b>Total Bid Price as Specified</b>	\$ _____
<b>Total Bid Price per Alternate</b>	\$ _____
<b>Anticipated delivery date based upon 09/14/17 bid award</b>	

**All freight must be included in final bid price.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Company Phone

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Date

Submit bid in sealed envelope marked "**Bid ON PURCHASE OF REACH-IN REFRIGERATORS**"

**BID DUE FRIDAY AUGUST 25, 2017 10:00 AM C.D.S.T.**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**EXHIBIT B**

**STATEMENT OF ETHICS CERTIFICATION**

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Bidder is not a subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five years.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**EXHIBIT C**

**CERTIFICATE OF ELIGIBILITY TO BID**

To:  
Joliet Public Schools District 86  
JFK Administrative Center  
420 N. Raynor Avenue  
Joliet, IL 60435  
(815) 740-3196

\_\_\_\_\_ (Bidder), pursuant to Section 33E-11 of the Illinois Criminal code as amended (720 ILCS 5/33E-11), hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or others of (his, her, its) business has/have been barred from contracting with any unit of State or local government as a result of a violation of either Bid-rigging under Section 33E-3 or Bid-rotating under Section 33E-4 of Article 33E of Illinois Criminal Code as amended. (720 ILCS 5/33E-1 et.seq.)

Name	Company or Corporation
Title	Address
Date	Telephone

\_\_\_\_\_  
(Signature of person making certification)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH ILLINOIS DRUG-FREE  
WORKPLACE ACT**

To:  
Joliet Public Schools District 86  
JFK Administrative Center  
420 N. Raynor Avenue  
Joliet, IL 60435  
(815) 740-3196

\_\_\_\_\_ (Contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 530/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of Illinois Drug-Free Workplace Act and, further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

APPLICABLE ONLY TO CONTRACTORS WITH 25 OR MORE EMPLOYEES



**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**EXHIBIT E**

**CERTIFICATION REGARDING  
SEXUAL HARASSMENT POLICY**

TO:

Joliet Public Schools District 86  
JFK Administrative Center  
420 N. Raynor Avenue  
Joliet, IL 60435  
(815) 740-3196

\_\_\_\_\_ (Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes at a minimum, the following information: (i) the illegality of sexual harassment: (ii) the definition of sexual harassment under state law: (iii) a description of sexual harassment using examples: (iv) an internal complaint process including penalties: (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission: (vi) directions on how to contact the Department of Human Rights and Human Rights Commission: and (vii) protection against retaliation.

Name	Company or Corporation
Title	Address
Date	Telephone

\_\_\_\_\_  
(Signature of person making certification)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
PURCHASE OF REACH-IN REFRIGERATORS**

**EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). 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.

**SIGN AND RETURN WITH BID**

Organization Name	PR/Award Number or Project Name
Name and Title of Authorized Representative	
Signature	Date

**Instructions for certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction principal, proposal, and voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.

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 dealing.