

**JOLIET PUBLIC SCHOOLS DISTRICT 86**

**INVITATION TO BID – FOOD and NON FOOD SUPPLIES**

Joliet Public Schools District 86 is receiving sealed bids for the purchase of Food and Non Food Supplies. Sealed bids are due Wednesday June 6, 2018 at 9:00 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 Mitchell  
JFK Administration Center  
420 N. Raynor Ave.  
Joliet, IL 60435

Sealed bids must be clearly marked on the envelope: “BID ENCLOSED, PURCHASE OF FOOD AND NON FOOD SUPPLIES”.

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 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 (9) 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: Disclosure of Lobbying Activities (4 pages)

EXHIBIT G: Certification regarding Debarment (1 pages)

### **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 “Food and Non Food Supplies”. Telephonic, electronic or faxed bids will not be accepted.

### **1.3. QUALIFIED BIDDERS**

Bidders must have a minimum of 5 years of experience in Food and Non Food Supplies with at least 3 contracts of similar scope of work. Bidder shall supply list of the three contract references. Bidders must have the personnel, facilities, equipment, financial resources, and time to perform the services required under this contract.

### **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 Services, 420 N. Raynor Ave., Joliet, IL 60435 no later than May 30, 2018, 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 Mitchell  
JFK Administration Center  
420 N. Raynor Ave.  
Joliet, IL 60435

Addenda will not be issued after May 30, 2018. 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 AND WORK SITE**

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed

onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

**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, FOOD AND NON FOOD SUPPLIES" 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 Food Service 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 Food Service 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 Food Service 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 Food Service 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 Food Service 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**

Bids will be evaluated based on the Final Bid Price for each line item listed in the bid proposal form. Bid award will be line item or where designated by product group.

### **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 bidders 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. INDEMNITY**

Contractor must defend, indemnify, keep and hold harmless the District, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the District's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

At the District's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the District has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the District, if the settlement requires any action on the part of the District.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the District are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

## **2.9. INSURANCE TO BE PROVIDED**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

All insurance required under this contract shall be carried with an insurer licensed to do business in the State of Illinois and acceptable to the District.

### **2.9.1. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 1,000,000 each accident, illness or disease.

### **2.9.2. COMMERCIAL GENERAL LIABILITY (PRIMARY AND UMBRELLA)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insured's, defense, and contractual liability. The District is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

### **2.9.3. AUTOMOBILE LIABILITY (PRIMARY AND UMBRELLA)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.

The District is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

#### **2.9.4. UMBRELLA COVERAGE**

Umbrella excess liability coverage with limits of not less than \$5,000,000.

#### **2.9.5. ADDITIONAL REQUIREMENTS**

The Contractor must furnish to Assistant Superintendent for Business, Joliet Public Schools District 86, 420 N. Raynor Ave. Joliet, IL 60435, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the District that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the District to obtain certificates or other insurance evidence from Contractor is not a waiver by the District of any requirements for the Contractor to obtain and maintain the specified coverages.

The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the District retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the District in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the District, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the District do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

**2.10. ADDITIONAL INSURED**

Successful bidder must provide certificate of insurance adding Joliet Public School District 86 as an additional named insured on a primary noncontributory basis, with waiver of subrogation.

All insurance required under this contract shall be carried with an insurer licensed to do business in the State of Illinois and acceptable to the District.

Limits of liability to be no less than:

General Liability	2,000,000 per occurrence
Commercial Auto	2,000,000 per occurrence
Workers Compensation	1,000,000
Umbrella Liability	5,000,000

**2.11. COMPLIANCE WITH ALL LAWS**

**2.11.1. 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.

### **2.11.2. 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).

### **2.11.3 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.

### **2.12. 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.

### **2.13. 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.

### **2.14. 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.

### **2.15. RESPONSIBILITY FOR HAZARD CLEAN UP**

It shall be the responsibility of the bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by the actions of the bidder.

**2.16. SAFETY REQUIREMENTS**

- 2.16.1. The contractor and all persons and subcontractors employed by him will comply with all applicable OSHA regulations.
- 2.16.2. Work areas shall remain broom clean and free from obstruction.

**2.17. WARRANTY**

- 2.17.1 The Contractor shall warrant that the new equipment, material and workmanship is free from any defect for a period of one year from the date of final acceptance or the date of beneficial occupancy by the Owner, whichever comes first, unless the equipment manufacturer's warranty extends beyond one year.
- 2.17.2 Extended manufacturer's warranties shall clearly state the start date of the extended warranty, the length of the extended warranty, and detailed information as to exactly what is covered by the extended warranty.
- 2.17.3. The Contractor will respond without delay when notified of any such defect in equipment, material or workmanship, and shall correct the defect as quickly as possible.

**2.18. NOTICE TO PROCEED:**

The District will issue a Notice to proceed to the Contractor after receipt of the required insurance certificate, schedule and other pertinent items. The Contractor shall not commence any work at the job site until the Notice to Proceed has been issued and the school principals have been notified in advance of the commencement of work.

**2.19. 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.

**2.20. SCHEDULE**

- 2.20.1 All work described in this document shall be completed as quickly as possible after issuance of the Notice to Proceed.
- 2.20.2 The contractor shall submit a written schedule of the work to the District for review and approval no later than (5) five days after approval. The contractor and the District must agree on the schedule prior to the commencement of any work.
- 2.20.3 The contractor will be responsible for providing additional resources as necessary to maintain the agreed upon schedule.

**2.21. GENERAL GUARANTY**

The Contractor shall save the District, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

**III. SCOPE OF WORK AND SPECIFICATIONS  
FOOD AND NON FOOD SUPPLIES**

**3.1 GENERAL**

These specifications are for FOOD And NON FOOD SUPPLIES for Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435.

**3.2 BASIS OF BID**

Bid is based on a quality to price ratio as determined by the District. The District will award the bid by line item or in some instances by product group; these exceptions will be noted in the bid document.

**3.3. BID AWARD**

**3.3.1. Bid Calculation**

Bid award will be based on the final bid price per item. The final bid price will be calculated by adding the Fixed Fee Mark Up to and subtracting any Bid Allowance from the bidders base cost.

**BASE COST + FIXED FEE MARK UP - BID ALLOWNACE = FINAL BID PRICE**

**3.3.2. Base Cost**

Invoices reflecting the bidders base cost for the week of May 28, 2018 must be made available for inspection upon request by the District.

**3.3.3. Award Requirements**

Bidders will be required to furnish all items awarded. Failure to do so will be considered cause to terminate contract.

**3.3.4. Special Orders and/or Pre Orders**

No stipulation for special orders and / or pre-orders will be accepted. Successful bidder must be prepared to deliver awarded items on demand. Failure to do so will be cause to terminate contract.

**3.4. BID ALLOWNACE**

Bid allowances must cover the entire contract period. Rebates available from the manufacturer based upon proof of purchase should not be included in the final bid price.

**3.5.**

**ITEM SPECIFICATION**

Items are specified as exactly as possible based upon the most current product information available and within a range of desired quality. When bidding on items as specified the bidder represents that the bid is on the product as described in the bid document.

### **3.6. ALTERNATE BID**

Unless specified as NO SUB, specific brands listed in the bid specifications which are now being used by the District are meant to provide a minimum level of quality. When bidding on an alternate item, a complete and accurate description of the brand and pack size is to be provided. Upon request, bidder will be required to submit at no cost a sample of the product being bid. With the exception of items designated as NO SUB, bidder may elect to bid upon items specified or an alternate item. Bidder will provide one bid per item.

### **3.7. NUTRITIONAL INFORMATION**

A complete, current and accurate Nutrition Facts Label must be submitted in hard copy format for all food items bid upon.

- **Nutrition Facts Label must specify 0 grams of Trans fat per serving.**
- **Nutrition Facts Label must include a complete Food Allergen Listing including a Gluten Free designation where appropriate.**
- **Bidder will include the corresponding vendor item number on the Nutrition Facts Label.**
- **Where required and/or applicable provide the appropriate U.S.D.A. Child Nutrition Label.**
- **Bids that do not contain this information in total will be considered incomplete.**

### **3.8. PURCHASING**

#### **3.8.1. Ordering Period**

Orders are normally placed two weeks ahead of usage and one week ahead of delivery. It will be the responsibility of the bidder to notify the District of any items requiring more lead time.

#### **3.8.2. Ordering Quantities**

The District serves an average of 8,000 meals per day. Quantities to be purchased will be affected by such factors as prices bid, U.S.D.A. commodity allocations, enrollment fluctuations and menu/calendar changes beyond the Districts control.

#### **3.8.3. Shortages**

The District must be notified of any product shortages a minimum of ten (10) business days in advance of delivery. Substitutions will be of equal to higher quality at no additional charge and must be approved by the District in advance.

### **3.9. ACCETABILITY OF PRODUCT**

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

### **3.10. DELIVERY**

Successful bidders will be required to provide weekly inside deliveries to the following district locations. Delivery mechanics will be determined by the District based upon the best interests of the District. **Deliveries will not be accepted after 12:00 PM local time.**

- Dirksen Junior High School 7:00 AM – 11:00 AM C.D.S.T.  
203 South Midland Avenue  
Joliet, Illinois 60435
- Gompers Junior High School 7:00 AM – 11:00 AM C.D.S.T.  
1501 Copperfield Avenue  
Joliet, Illinois 60432
- Hufford Junior High School 7:00 AM – 11:00AM C.D.S.T.  
1125 North Larkin Avenue  
Joliet, Illinois 60435
- Washington Junior High School 7:00 AM – 11:00 AM C.D.S.T.  
402 Richards Street  
Joliet, Illinois 60433

**3.11. EMERGENSY CLOSINGS**

In the event of extreme weather causing the district to close, regularly scheduled deliveries will be subject to change. It will be the responsibility of the vendor to monitor such situations.

**3.12. INVOICING**

**3.12.1 Price Increases**

Vendor will be responsible to furnish any increase in item base cost to the District no later than the fifth (5) business day of each month. This information will be provided electronically in P.D.F. format to the designated district representative. Invoices will not be adjusted without the updated base costs. Invoices will not be adjusted after payment has been made by the District.

**3.12.2. Delivery Invoices**

Each delivery must be accompanied by a dated delivery invoice which clearly indicates the exact quantity and description of products being delivered and is accurately extended. The invoice must be signed at the receiving site; unsigned invoices will not be honored.

**3.13. BUY AMERICAN**

The district reserves the right to review purchase records to ensure compliance with the Buy American provision in 7CFR Part 250.

**3.14. COMPLETE BID**

The bid proposals presented must include all costs associated with the purchase of the products listed. The winning bidders will not be reimbursed beyond the amount indicated on Exhibit A with the exceptions as stipulated in section 3.12.1. of this document.

**3.15. PAYMENT**

Contract payment will be invoiced and paid on a monthly basis.

**3.16. CONTRACT TERMS**

The contract shall commence on July 1, 2018 and end on June 30, 2019.

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES**

**BID PROPOSAL FORM  
(1 OF 9 PAGES)**

After having read all the specifications and understanding the same, I hereby submit the following proposal for the purchase of FOOD and NON FOOD SUPPLIES for Joliet Public Schools District 86 in accordance with said BID DOCUMENTS.

**FORMS TO BE COMPLETED:**

1. EXHIBIT A - BID PROPOSAL FORM (9 pages)
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: Disclosure of Lobbying Activities (4 pages)
7. EXHIBIT G: Certification regarding Debarment (2 pages)

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**  
**FOOD and NON FOOD**  
**SUPPLIES BID PROPOSAL**  
**FORM (2 of 9)**

Complete the following bid proposal form for each item being bid upon. Base cost is reflected for the week of May 28, 2018.

---

Signed Bidder

Company Name

---

Street or P.O. Box

City

State

Zip

---

Company Phone

Submit bid in sealed envelope marked "Bid on PURCHASE OF FOOD and NON FOOD SUPPLIES"

**BID DUE: June 6, 2018 9:00 AM C.D.S.T.**

Joliet Public School District 86 Food  
and Supply Bid 2018 - 2019

Item Code	Item Specification	Bid Brand and Specification	Case Pack / Size	Unit per Case	Base Cost	Per	Fixed Fee	Bid Allowance	Final Bid Price	Per	Est. Annual Useage	Units
0001	Beef, Beef Patty, 5/1 per pound 80/20 Lean 100% Pure Ground Beef		Pounds per Case			Per Pound				Per Pound	500	Cases
0002	Chicken, Boneless Drummys - CN LB 200/.85oz., Brakebush #5866 <b>NO SUB</b>		Count per Case			Per Case				Per Case	1400	Cases
0003	Pork Chop Patty, 100/Case 3.1 oz. Pierre Foods CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	350	Cases
0004	Pork, Rib Patty 2.5 oz. Cooked w/TVP 100/CASE Advance CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	500	Cases
0005	Chicken, Grilled Breast Patty 61/2.6 oz. Brakebush #5990 CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	700	Cases
0006	Turkey, Fritter Pre-Cooked w/TVP 40/3.9 OZ. Advance <b>NO SUB</b>		Count per Case			Per Case				Per Case	300	Cases
0007	Blank		Count per Case			Per Case				Per Case		Cases
0008	Turkey, Corn Dog Nugget W.G. .67 OZ. Each House of Raeford		Count per Case			Per Case				Per Case	350	Cases
0009	Chicken, Popcorn All Breast Meat Brakebush #5557 CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	650	Cases
0010	Chicken, All Breast Strips 1.1 oz. 145/case Brakebush #5652 CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	1500	Cases
0011	Chicken, Nuggets Breast Meat .80oz. Each Brakebush CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	1200	Cases
0012	Chicken, Sticks .86oz. each 186/case Brakebush #5637 CN Label <b>NO SUB</b>		Count per Case			Per Case				Per Case	1000	Cases
0013	Chicken, Patty Breaded 3.15 oz. Brakebush #5952 <b>NO SUB</b>		Count per Case			Per Case				Per Case	900	Cases
0014	Pork, Riblet Honey BBQ, 400/.9oz. Advance Smokgril 369378 <b>NO SUB</b>		Count per Case			Per Case				Per Case	400	Cases
0015	Pizza, Cheese Smart Serve 4x6 Whole Grain Schwan's #72180-78673 <b>NO SUB</b>		Count per Case			Per Case				Per Case	1300	Cases
0016	Burrito, Fiesta Bean & Cheese 5.75oz. Whole Gain Fernando #5202 CN		Count per Case			Per Case				Per Case	650	Cases
0017	Pizza, Cheese Double Stuff Whole Grain 3.74 oz. Gillardi #77377112683 CN Label		Count per Case			Per Case				Per Case	900	Cases
0018	Quesadilla, Cheese Whole Grain 4.4 oz. Schwan's #100-72180 <b>NO SUB</b>		Count per Case			Per Case				Per Case	200	Cases
0019	Quesadilla, Chicken Whole Grain 4.5 oz. Schwan's <b>NO SUB</b>		Count per Case			Per Case				Per Case	200	Cases
0020	Cheeseburger Meatloaf, 100/2.9 oz. Advance Pierre #68190 <b>NO SUB</b>		Count per Case			Per Case				Per Case	400	Cases
1000	Beans, Cut Green Mixed Sieve Low Sodium 6/#10		Case Pack			Per Case				Per Case	800	Cases
1001	Beans, Refried 6/#10		Case Pack			Per Case				Per Case	300	Cases
1002	Beans, Pork and Beans in Tomato Sauce 6/#10		Case Pack			Per Case				Per Case	400	Cases

Joliet Public School District 86 Food  
and Supply Bid 2018 - 2019

Item Code	Item Specification	Bid Brand and Specification	Case Pack / Size	Unit per Case	Base Cost	Per	Fixed Fee	Bid Allowance	Final Bid Price	Per	Est. Annual Useage	Units
1003	Carrots, Diced Grade A Low Sodium 6/#10		Case Pack			Per Case				Per Case	300	Cases
1004	Carrots, Sliced Random Slice Grade A Low Sodium 6/#10		Case Pack			Per Case				Per Case	75	Cases
1005	Corn, Whole Kernel Grade A Low Sodium 6/#10		Case Pack			Per Case				Per Case	800	Cases
1006	Peas, Mixed Sieve Early Sweet Peas Grade A Low Sodium 6/#10		Case Pack			Per Case				Per Case	500	Cases
1007	Peppers, Diced Red Low Sodium 24/#303		Case Pack			Per Case				Per Case	30	Cases
1008	Peppers, Diced Green Low Sodium 24/#303		Case Pack			Per Case				Per Case	30	Cases
1009	Potatoes, Instant Granules w/ Vit. C Basic American 10/48 oz.		Case Pack			Per Case				Per Case	200	Cases
1010	Blank		Case Pack			Per Case				Per Case		Cases
1011	Tomato, Catsup Low Sodium 29% Solids by Weight 6/#10		Case Pack			Per Case				Per Case	100	Cases
1012	Tomato, Paste Low Sodium Grade A 6/#10		Case Pack			Per Case				Per Case	50	Cases
1013	Tomato, Puree Low Sodium Grade A 6/#10		Case Pack			Per Case				Per Case	50	Cases
1014	Tomato, Sauce Low Sodium Grade A 6/#10		Case Pack			Per Case				Per Case	75	Cases
1015	Tomato, Diced Low Sodium Grade A 6/#10		Case Pack			Per Case				Per Case	75	Cases
1016	Onions, Dehydrated Chopped Bulk Pack		Case Pack			Per Case				Per Case	50	Cases
2000	Blank		Case Pack			Per Case				Per Case		Cases
2001	Apples, Sliced Solid Pack Grade A 6/#10		Case Pack			Per Case				Per Case	200	Cases
2002	Fruit, Mixed in Natural Juices Grade B 6/#10		Case Pack			Per Case				Per Case	200	Cases
2003	Peaches, Diced Cling in Natural Juices Grade B 6/#10		Case Pack			Per Case				Per Case	100	Cases
2004	Peaches, Sliced in Natural Juices Grade B 6/#10		Case Pack			Per Case				Per Case	200	Cases
2005	Pears, Diced Bartlett in Natural Juices Grade A 6/#10		Case Pack			Per Case				Per Case	100	Cases
2006	Pears, Sliced Bartlett in Natural Juices Grade A 6/#10		Case Pack			Per Case				Per Case	200	Cases
2007	Pineapple, Tidbits in Natural Juices Grade A 6/#10		Case Pack			Per Case				Per Case	200	Cases
3000	Potatoes, RusEtttes Oven Crinkle Cut Fries Lamb Weston 6/5lb.		Case Pack			Per Case				Per Case	300	Cases

Joliet Public School District 86 Food  
and Supply Bid 2018 - 2019

Item Code	Item Specification	Bid Brand and Specification	Case Pack / Size	Unit per Case	Base Cost	Per	Fixed Fee	Bid Allowance	Final Bid Price	Per	Est. Annual Useage	Units
3001	Potatoes, Sweet Potato Fries Ovenable Lamb 5/3 lb.		Case Pack			Per Case				Per Case	200	Cases
3002	Vegetables, Mixed Frozen Grade B Bulk Corn, Peas, Carrots, Green Beans		Pounds per Case			Per Pound				Per Pound	10000	Pounds
3003	Broccoli, Florets IQF 6/4 lb. Grade A		Pounds per Case			Per Case				Per Pound	8000	Pounds
3004	Spinach, Chopped Frozen Bulk Pack		Pounds per Case			Per Pound				Per Pound	8000	Pounds
3005	Carrots, Baby Frozen Peeled Bulk Pack, Grade A		Pounds per Case			Per Pound				Per Pound	5000	Pounds
3006	Carrots, Sliced IQF, Bulk Pack Grade A		Pounds per Case			Per Pound				Per Pound	3500	Pounds
3007	Vegetables, IQF California Blend Broccoli,Cauliflower,Carrots, Bulk		Pounds per Case			Per Pound				Per Pound	8000	Pounds
3008	Mangos, Diced IQF Bulk Pack		Pounds per Case			Per Pound				Per Pound	1500	Pounds
3009	Fruit Mixed, Tropical Blend, Pineapple,Mango,Papaya IQF Bulk		Pounds per Case			Per Pound				Per Pound	3000	Cases
3010	Blank		Pounds per Case			Per Pound				Per Pound		Pounds
4000	Juice, Apple 100% Juice 4.0 oz. K-Pack <b>Awarded as Group</b>		Case Pack			Per Case				Per Case	300	Cases
4001	Juice, Fruit 100% Juice 4.0 oz. K-Pack <b>Awarded as Group</b>		Case Pack			Per Case				Per Case	450	Cases
4002	Juice, Orange 100% Juice 4.0 oz. K-Pack <b>Awarded as Group</b>		Case Pack			Per Case				Per Case	600	Cases
5000	Dressing, Salad Heavy Weight 4/1 Gallon		Case Pack			Per Case				Per Case	20	Cases
5002	Mustard, Yellow 4/1 Gallon		Case Pack			Per Case				Per Case	8	Cases
5004	Salsa 6/#10		Case Pack			Per Case				Per Case	50	Cases
5005	Sauce, Barbeque 5 Gallon Pail Cattleman's Mild <b>NO SUB</b>		Pail Size			Per Pail				Per Pail	100	Pails
5006	Vinegar, White 6/1 Gallon		Case Pack			Per Case				Per Case	10	Cases
5007	Vinegar, Cider 6/1 Gallon		Case Pack			Per Case				Per Case	4	Cases
5008	Dressing, Salad P.C. Packets 2 oz.		Count per Case			Per Case				Per Case	500	Cases
5009	Catsup, P.C. Packets Low Sodium 9 Gram		Count per Case			Per Case				Per Case	600	Cases
5010	Mustard, P.C. Packets .25 oz.		Count per Case			Per Case				Per Case	150	Cases
5011	Taco Sauce, P.C. Packet 9 Gram		Count per Case			Per Case				Per Case	150	Cases

Joliet Public School District 86 Food  
and Supply Bid 2018 - 2019

Item Code	Item Specification	Bid Brand and Specification	Case Pack / Size	Unit per Case	Base Cost	Per	Fixed Fee	Bid Allowance	Final Bid Price	Per	Est. Annual Useage	Units
5012	Dressing, French P.C. Packets Fat Free 1.5 oz.		Count per Case			Per Case				Per Case	200	Cases
5013	Sauce, Barbeque P.C. Packets 12 Gram		Count per Case			Per Case				Per Case	400	Cases
6002	Garlic Powder 1 Lb. Can or Larger		Can Size			Per Can				Per Can	60	Pounds
6004	Oregano Leaves		Can Size			Per Can				Per Can	10	Pounds
6006	Pepper, Black Ground 1 Lb. Can or Larger		Can Size			Per Can				Per Can	40	Pounds
6010	Salt, Table 25 Lb. Bulk		Pounds			Per Pound				Per Pound	700	Pounds
6016	Base, Chicken First Ingredient Chicken or Chicken Fat 35 Lb. Pail		Pounds per Pail			Per Pail				Per Pail	8	Pails
6019	Mrs. Dash Salt Substitute		Can Size			Per Can				Per Can	200	Cans
6020	Gravy, Chicken Trio 8/22 oz.		Case Pack			Per Case				Per Case	110	Cases
6021	Gravy, Beef Trio 12/15 oz.		Case Pack			Per Case				Per Case	20	Cases
6022	Taco Seasoning, Lawrys 25 Lb. Bulk <b>NO SUB</b>		Pounds			Per Pound				Per Pound	300	Pounds
6023	Sugar, Light Brown 25 Lb. Bulk		Pounds			Per Pound				Per Pound	1800	Pounds
6024	Sugar, Granulated Fine 50 Lb. Bulk		Pounds			Per Pound				Per Pound	600	Pounds
6025	Sugar, Confectioners 25 Lb. Bulk		Pounds			Per Pound				Per Pound	400	Pounds
6026	Baking Powder, Double Acting 6/5 Lb.		Case Pack			Per Case				Per Case	20	Cases
6027	Baking Soda 12/2 Lb.		Case Pack			Per Case				Per Case	8	Cases
6028	Cocoa, Baking 6/5 Lb.		Case Pack			Per Case				Per Case	4	Cases
6029	Vanilla, Imitation 1 Gallon		Size			Per Gallon				Per Gallon	12	Gallons
6030	Bakers Joy 6/12 oz.		Case Pack			Per Case				Per Case	10	Cases
6031	Chocolate Chips 25 Lb. Bulk		Pounds			Per Pound				Per Pound	350	Pounds
6032	Tortilla, 8" Whole Grain Azteca #06209 15/12 ct. <b>NO SUB</b>		Case Pack			Per Case				Per Case	350	Cases
6033	Taco Tubs, 3x5 Whole Grain 200 Ct. Smokewood #RR010011 <b>NO SUB</b>		Count per Case			Per Case				Per Case	400	Cases
6036	Taco Shells, Whole Grain Corn 8/48 ct.		Count per Case			Per Case				Per Case	250	Cases

Joliet Public School District 86 Food  
and Supply Bid 2018 - 2019

Item Code	Item Specification	Bid Brand and Specification	Case Pack / Size	Unit per Case	Base Cost	Per	Fixed Fee	Bid Allowance	Final Bid Price	Per	Est. Annual Usage	Units
6037	Stuffing Mix, Corn Bread Uncle Ben's 6/3.5 Lb. <b>NO SUB</b>		Count per Case			Per Case				Per Case	100	Cases
6038	Sunchips, Harvest Original 104/1 oz.		Count per Case			Per Case				Per Case	400	Cases
6039	Blank		Count per Case			Per Case				Per Case		Cases
6041	Molasses 4/1 Gallon		Count per Case			Per Case				Per Case	10	Cases
6043	Vegeline 6/22 oz. <b>NO SUB</b>		Count per Case			Per Case				Per Case	8	Cases
6044	Pam Food Release 6/17 oz.		Count per Case			Per Case				Per Case	12	Cases
6045	Water, Bottled 16.9 oz. Plastic Bottles		Count per Case			Per Case				Per Case	300	Cases
6046	Craisins, Dried Cranberries, Strawberry Ocean Spray 200/1.16 oz.		Count per Case			Per Case				Per Case	200	Cases
6047	Craisins, Dried Cranberries, Cherry Ocean Spray 200/1.16 oz.		Count per Case			Per Case				Per Case	200	Cases
6048	Craisins, Dried Cranberries, Blueberry Ocean Spray 200/1.16 oz.		Count per Case			Per Case				Per Case	200	Cases
6049	Rice, Whole Grain 25 Pound Bulk		Pounds			Per Pound				Per Pound	2500	Pounds
6050	Milk, Powdered 50 Pound Bulk		Pounds			Per Pound				Per Pound	500	Pounds
6051	Margarine 30/1 Lb.		Pounds			Per Pound				Per Pound	3000	Pounds
6054	Blank		Count per Case			Per Case				Per Case		Cases
6055	Blank		Count per Case			Per Case				Per Case		Cases
6062	Cereal, Cinnamon Toasters 96/1 oz. Bowl Pack		Count per Case			Per Case				Per Case	400	Cases
6063	Cereal, Honey Nut Toasted Oats 96/1 oz. Bowl Pack		Count per Case			Per Case				Per Case	400	Cases
6064	Cereal, Frosted Mini Wheats 96/1 oz. Bowl Pack		Count per Case			Per Case				Per Case	400	Cases
6065	Cereal, Raisin Bran 96/1.25 oz. Bowl Pack		Count per Case			Per Case				Per Case	400	Cases
6066	Cereal, Rice Krispies Whole Grain 96/.75 oz. Bowl Pack		Count per Case			Per Case				Per Case	400	Cases
8000	Soap, Pot and Pan, Joy Mild 5 Gallon Pail <b>NO SUB</b>		Gallon			Per Gallon				Per Gallon	75	Gallons
8001	Soap, Dish Mild Pink 4/1 Gallon		Count per Case			Per Case				Per Case	20	Cases
8002	Delimer, Non Foaming 4/1 Gallon		Count per Case			Per Case				Per Case	20	Cases

Joliet Public School District 86 Food  
and Supply Bid 2018 - 2019

Item Code	Item Specification	Bid Brand and Specification	Case Pack / Size	Unit per Case	Base Cost	Per	Fixed Fee	Bid Allowance	Final Bid Price	Per	Est. Annual Useage	Units
8003	Grease Trap Cleaner, Digestant 12/1 Qt.		Count per Case			Per Case				Per Case	15	Cases
8004	Bleach 6/1 Gallon		Count per Case			Per Case				Per Case	20	Cases
8005	Ammonia 6/1 Gallon		Count per Case			Per Case				Per Case	4	Cases
8006	Sponge, Scrubbing 3M #74 4/10 Ct. <b>NO SUB</b>		Count per Case			Per Case				Per Case	15	Cases
8007	Pads, Scouring 3M #96 3/20 Ct. <b>NO SUB</b>		Count per Case			Per Case				Per Case	8	Cases
8008	Pads, Soap SOS 12/18 Ct.		Count per Case			Per Case				Per Case	4	Cases
8009	Scouring Powder, Stainless Steel 12/14 oz.		Count per Case			Per Case				Per Case	4	Cases
8010	Cleaner, Stainless Steel Aerosal 30/21 oz.		Count per Case			Per Case				Per Case	4	Cases
8011	Cleaner , Oven Aerosol 6/24 oz.		Count per Case			Per Case				Per Case	8	Cases
8012	Foil, Aluminum Medium Weight 18"x1000"		Roll Size			Per Roll				Per Roll	15	Rolls
8013	Film, Plastic Food Wrap 15"x2000"		Roll Size			Per Roll				Per Roll	15	Rolls
8014	Cups, Souffle Unlined Paper 4 oz.		Count per Case			Per Case				Per Case	8	Cases
8015	Cups, Coffee Styrofoam 6 oz. 10/100 Ct.		Count per Case			Per Case				Per Case	10	Cases
8016	Cups, Squat 4 oz.		Count per Case			Per Case				Per Case	8	Cases
8017	Towels, Chix #8251 (Blue) 150 Ct. <b>NO SUB</b>		Count per Case			Per Case				Per Case	12	Cases
8018	Liners, Parchment Quillon Treated 18"x24"		Count per Case			Per Case				Per Case	16	Cases
8019	Gloves, Heavy Duty Vinyl w/powder Food Handler Med. <b>NO SUB</b>		Count per Case			Per Case				Per Case	20	Cases
802	Gloves, Lightweight Plastic Medium		Count per Case			Per Case				Per Case	20	Cases
8021	Plates, White Clay Coated 6" 1000 Ct.		Count per Case			Per Case				Per Case	20	Cases
8022	Plates, White Foam Clay Coated 9" 1000 Ct.		Count per Case			Per Case				Per Case	20	Cases
8023	Bowls, Foam 10 oz. 1000 Ct.		Count per Case			Per Case				Per Case	4	Cases
8024	Bags, Sandwich 6.5" x 8.5" Saddle Pack Foodhandler <b>NO SUB</b>		Count per Case			Per Case				Per Case	8	Cases
8025	Bags, Food Plastic 10" x 14"		Count per Case			Per Case				Per Case	12	Cases



**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES**

**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.

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Name of Firm

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Signature

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Title

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Date

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES**

**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 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.)

Name	Company or Corporation
Title	Address
Date	Telephone

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES**

**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  
FOOD and NON FOOD SUPPLIES**

**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 \_\_\_\_\_, 2013.

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

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

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES  
EXHIBIT F**

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

**Directions:** Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

**1. TYPE OF FEDERAL ACTION**

a. Contract  b. Grant  c. Cooperative agreement  d. Loan  e. Loan guarantee  f. Loan insurance

**2. STATUS OF FEDERAL ACTION**

a. Bid/offer/application  b. Initial award  c. Post-award

**3. REPORT TYPE**

a. Initial filing  b. Material change  For material change only: \_\_\_\_\_ Year \_\_\_\_\_ Quarter \_\_\_\_\_ Date of last report

**4. NAME AND ADDRESS OF REPORTING ENTITY**

Prime  Subawardee, Tier \_\_\_\_\_, if known \_\_\_\_\_ Congressional District, if known

**5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME**

\_\_\_\_\_ Congressional District, if known

**6. FEDERAL DEPARTMENT/AGENCY**

**7. FEDERAL PROGRAM NAME/DESCRIPTION**

\_\_\_\_\_ CFDA Number, if applicable

**8. FEDERAL ACTION NUMBER, if known**

**9. AWARD AMOUNT, if known**

\$ \_\_\_\_\_

**10a. NAME AND ADDRESS OF LOBBYING ENTITY**  
(If individual, last name, first name, MI)

**b. INDIVIDUALS PERFORMING SERVICES**  
(Including address if different from No. 10a) (last name, first name, MI)

*(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)*

**11. AMOUNT OF PAYMENT (check all that apply)**

\$ \_\_\_\_\_  Actual  Planned

**12. FORM OF PAYMENT (check all that apply)**

a. Cash  b. In-kind; specify: nature \_\_\_\_\_ value \_\_\_\_\_

**13. TYPE OF PAYMENT (check all that apply)**

a. Retainer  b. One-time fee

**14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.**

**15.  YES  NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED**

**16.**  
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ORIGINAL SIGNATURE**

**PRINT NAME OR TYPE**

**TITLE**

**TELEPHONE NUMBER**

**DATE**

**JOLIET PUBLIC SCHOOLS DISTRICT 86**  
**FOOD and NON FOOD SUPPLIES**

ATTACHMENT 9B

**INSTRUCTIONS FOR COMPLETION OF  
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE- 90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

*Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.*

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**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES**

**CONTINUATION SHEET  
DISCLOSURE OF LOBBYING ACTIVITIES**

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REPORTING ENTITY

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**JOLIET PUBLIC SCHOOLS DISTRICT 86  
FOOD and NON FOOD SUPPLIES**

**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*

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

**JOLIET PUBLIC SCHOOLS DISTRICT 86**  
**FOOD and NON FOOD SUPPLIES**  
**EXHIBIT G**

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.

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*Organization Name*

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*PR/Award Number or Project Name*

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*Name of Authorized Representative*

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*Title*

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*Original Signature of Authorized Representative*

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*Organization Name*

**Instructions for Certification**

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