

**JOLIET PUBLIC SCHOOLS DISTRICT 86**

**INVITATION TO BID – DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

Joliet Public Schools District 86 is receiving sealed bids for DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS for the period, July 1, 2019 through June 30, 2021. Sealed bids are due Tuesday May 21, 2019 at 9:30 a.m. CDT 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, DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS”.

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, or execution of a contract, or execution of a 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 (1 page)

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 (2 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 “**BID ENCLOSED, DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS.**” Telephonic, electronic or faxed bids will not be accepted.

### **1.3. QUALIFIED BIDDERS**

Bidders must have a minimum of 5 years of experience in **DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS** 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 Tracie Suter, Director of Nutrition Services, 420 N. Raynor Ave., Joliet, IL 60435, no later than May 14, 2019, 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 14, 2019. 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, DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS" 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 Bid Price/Case for DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS 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.

## **1.20. AWARD**

The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase and residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept

other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall 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 insureds, 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. THIS SECTION INTENTIONALLY LEFT BLANK**

**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  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

### **3.1 GENERAL**

These specifications are for DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS for Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435.

### **3.2 BASIS OF BID**

Bid is based on bid price/case.

### **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. BID AWARD**

Bid award for the following products will be based upon the lowest overall responsible bid on products as specified. The District will not accept any deviations to the specifications below.

3.4.1 Tray Dimensions – Length, 8.250”; Width, 7.125”; Depth, 1.553”

3.4.2 Pocket Dimensions – Large Compartment, 6.063” (length at bottom) X 4.074” (width at bottom); Small Compartments, 2.540” (length at bottom) X 2.540” (width at bottom)

3.4.3 Stacking Lug Depth - .184”

3.4.4 Material - .20 High Heat Polypropylene, #5 PP Recycle Code on Bottom of Tray

3.4.5 Color – Natural

### **3.5. SAMPLES**

A minimum sample size of (1) dozen trays must be submitted with the bid.

### **3.6. DELIVERY**

3.6.1 Delivery will be tailgate delivery to the district location as determined by district personnel. Any equipment required to accomplish this will be the responsibility of the bidder.

3.6.2 Delivery will be in four (4) equal shipments annually, with the initial shipment required by August 5, 2019.

3.6.3 The district requires a minimum seventy-two (72) hour advance notice of delivery with a minimum two (2) hour delivery window.

3.6.4 No deliveries will be accepted that do not meet the above mentioned delivery stipulations.

3.6.5 Any costs incurred by the district and/or bidder for refused deliveries not meeting the delivery stipulations will be the sole responsibility of the bidder.

### **3.7. INVOICING**

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

**3.12 COMPLETE BID**

The bid proposals presented must include all costs associated with purchase of the products/services indicated. The winning bidder will not be reimbursed beyond the amount indicated on Exhibit A.

**3.13 PAYMENT**

Contract payment shall be invoiced and paid on a quarterly basis.

**3.14 CONTRACT TERM**

The contract shall commence on July 1, 2019 and end on June 30, 2021. The parties may mutually agree to extend the contract term for one additional year under the same terms, conditions and pricing.

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

**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 DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS 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: 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  
 DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS  
 BID PROPOSAL FORM (2 of 2 Pages)**

PRODUCT	QUANTITY	BID PRICE/CASE
Three Section Tray	3,100 cases packed 300 per case (For the period July 2019 – June 2021)	\$ _____/case
<b>TOTAL BID PRICE two year period (Bid price/case X 7,000)</b>		\$ _____

\_\_\_\_\_  
Signed Bidder

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

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

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

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

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

**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  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

**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 \_\_\_\_\_, 2019.

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

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

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

**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  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

**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 \_\_\_\_\_, 2019.

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

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

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS  
EXHIBIT F**

**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     c. Commission  
 d. Contingent fee     e. Deferred     f. Other, specify \_\_\_\_\_

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

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

TITLE

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.

TELEPHONE NUMBER

DATE

### 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.*

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

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

**CONTINUATION SHEET DISCLOSURE OF LOBBYING ACTIVITIES**  
REPORTING ENTITY

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

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

**CERTIFICATE REGARDING LOBBYING**

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
DISPOSABLE THREE SECTION SCHOOL LUNCH TRAYS**

**EXHIBIT G**

**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>.
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 dealing.