



E.H. Mellon Administrative Center

703 South New Street
Champaign, Illinois 61820-5818

Telephone: (217) 351-3800
FAX: (217) 351-3871

April 27, 2018

BID: **CAFETERIA: PIZZA SERVICE**
DUE: **MONDAY, JUNE 4, 2018**
 12:30 P.M., Public Opening
 E.H. Mellon Administrative Center
 703 South New Street
 Champaign IL 61820-5899

Dear Bidder:

The Board of Education of Champaign Community Unit School District #4 is inviting the submission of sealed bids for Pizza Service. Specifications and bid forms are available at www.champaignschools.org. All bids must be submitted on the bid forms and all prices must be typed or written in ink. Proposals shall remain open and valid and subject to acceptance for 90 days after opening.

Specifications are prepared with the intent of offering equal opportunity to all vendors. No oral interpretations will be given to any vendor as to the meaning of the specifications. Requests for clarification must be submitted in writing to the address above, faxed to the undersigned at (217) 351-3871, or emailed to johnsomi@u4sd.org. Clarification requests received less than five (5) working days (May 25, 2018) of the bid due date will not be considered. All questions and responses will be posted at: www.champaignschools.org. All bids must be signed by an authorized official and notarized.

All bids are to be sealed and in the hand of the undersigned by the due date and time stated above, at which time bids will be publicly opened. There will be no bids accepted after said date and time. Bids must be provided on the bid form. The envelope containing your bid is to be sealed and marked in the lower left-hand corner: **"BID: PIZZA SERVICE."** Bids will not be accepted by FAX or email. Your representative is welcome to review bid results in our Business Office.

The Board of Education reserves the right to reject any or all bids, to accept the bids, or to waive any irregularities should it deem to be in the best interest of the Champaign School District to do so. Bid will be awarded to the lowest responsible bidder meeting the specifications as determined by the Board of Education.

The schedule for payment of invoices is the second (2nd) and fourth (4th) Friday of each month. The deadline for receipt of invoices to be included in either of these cycles is the Friday prior to the first and third Friday.

Sincerely,

A handwritten signature in cursive script that reads 'Michele Johnson'.

Michele Johnson
Director of Accounting Services

CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4
Champaign, Illinois 61820

PIZZA SERVICE
2018-2019

I. INTRODUCTION

Background

The Champaign Community Unit School District No. 4, Champaign County, Illinois (hereinafter referred to as "DISTRICT") is soliciting the submission of sealed bids for Pizza Service for the School Year 2017-2018. Bids must be effective for 90 days following deadline for the receipt of bids.

Fiscal year for DISTRICT is July 1 through and including June 30. However, for this year, this contract shall become effective July 1, 2018 through June 30, 2019.

Deadline for Bids

To be considered, all bids must be received by June 4, 2018, 12:30 p.m. Bids must be submitted to Michele Johnson, Champaign Community Unit School District No. 4, 703 South New Street, Champaign, IL 61820. Faxed and/or emailed proposals will not be accepted in response to this bid.

Bids will not be accepted after 12:30 p.m. on June 4, 2018.

Sealed bids will be opened and read at a public bid opening at 12:30 p.m. on June 4, 2018, at the DISTRICT office located at 703 South New Street, Champaign, IL.

II. SCOPE OF WORK

Minimum Specifications

Directions: Place initial next to each specification indicating that you have reviewed the specification and take no exception.

A. GENERAL SPECIFICATIONS

Initial

categories:

The District will award the contract based on evaluation in the following

- Cost
- Experience and qualifications
- Temperature of product in taste test
- Condition and Appearance
- On time delivery
- Taste panel evaluation

- _____ 1. DISTRICT will award separate contracts for the lowest elementary school bid, the lowest middle school bid, and the lowest high school bid and bidders may bid on one, two or all of the three contracts.
- _____ 2. Either party upon issuance of written notice may cancel the contract for cause 30 days prior to the intended date of cancellation. DISTRICT may cancel the contract for just cause prior to the intended date of expiration. Cause for the School District to cancel shall include, but is not limited to, failure on the part of the contractor to perform in compliance with the specifications and/ or contract conditions.
- _____ 3. All prices and notations must be in ink or typewritten. No erasures or corrections are permitted.
- _____ 4. No bid will be considered unless received in a sealed envelope delivered to the Mellon Building, 703 South New Street, Champaign, IL 61820 on or before the bid date and time opening.
- _____ 5. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
- _____ 6. It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing five (5) days prior (May 25, 2018) to opening, and check its bid for accuracy prior to submitting the bid. Lack of care in preparing a bid shall not be grounds for withdrawing the bid after the due date and time, nor shall it give rise to any contract claim.
- _____ 7. Any contract resulting from this solicitation may be extended for a period not to exceed three years in total, upon the mutual agreement of both parties. Note: automatic extensions are prohibited; both parties must execute contract extensions in writing no less than 60 days prior to the end of said contract. Pricing will be negotiated at that time to reflect an increase or decrease in cost of materials, labor, etc.
- _____ 8. The bidder agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The School District shall also have the right to test at its own cost the material supplied under this contract.
- _____ 9. Nutritional Analysis must be submitted with the proposal that includes how the slice is meeting National School Lunch Program requirements.

B.PRICING

- _____ 1. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- _____ 2. The unit price offered may contain three points (.000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

C. PRODUCT

- _____ 1. A menu will be written for one school year period. Pizza supplier will receive dates that product will need to be delivered to each location. A forecasted amount for each location will be given. Pizza Supplier must realize that some dates may change or be eliminated due to weather or change in school schedule.
- _____ 2. Each cheese pizza serving must meet the USDA requirements for lunch: 2 oz. Meat/Meat Alternate, at least 1/8 cup vegetable and at least two servings of whole grain bread. Each pepperoni pizza serving must meet the cheese pizza serving requirements plus .5oz pepperoni. Each sausage pizza serving must meet the cheese pizza serving requirements plus .5oz sausage. Nutritional information must be submitted with your bid for all pizza flavors stated in the specifications.
- _____ 3. Products will be delivered in heated bags/warmers. Pizza delivered under 145° is unacceptable and will be credited on the delivery day it occurs.
- _____ 4. All pies must be cut equally. Pies cut unequally that cannot be used for service will be credited on the delivery day it occurs.
- _____ 5. A plastic trivet shall be placed in the center of each pizza to prevent the box lid from touching the top of the pizza.

D. DELIVERY

- _____ 1. ALL deliveries must be made on time. If a provider is late more than two times, the contract will be cancelled immediately and the next responsible bidder will then be awarded the bid.
- _____ 2. Frequency of Deliveries:
 - a. Elementary Schools – nine (9) schools every Thursday; 3 (three) schools every Friday while in session
 - b. Middle Schools – every Wednesday while in session
 - c. High Schools – Monday through Friday while in session except on scheduled exam days
 - d. Novak Academy – Three (3) times per week (Monday, Wednesday, and Friday)
 - e. ACTIONS – Three (3) times per week (Monday, Wednesday, and Friday)
 - f. Other programs as requested
- _____ 3. Middle and High Schools final pizza counts will be given to the supplier on Friday at 4 pm for the following week counts. Elementary Schools final pizza counts will be given to the supplier by 12 pm the day before the pizza will be served. Counts will be able to be adjusted slightly for each service line by calling the store manager.
- _____ 4. If pizzas arrive at the school smashed or otherwise unfit for serving, Café Coordinators/Leads of each kitchen reserves the right to return any product that does not comply with the specifications and conditions set forth in this agreement. A full credit will be given on the delivery day the problem occurs.

- _____ 5. Supplier will be requested to participate in school functions such as but not limited to wellness fairs, taste testing for students, weekend fundraisers and school parties. At these functions pizza will be requested at the same price as quoted in this proposal.
- _____ 6. A list of schools, their addresses, and their lunch periods will be provided to the company(s) within three weeks of the award of the bid.
- _____ 7. Pizza Supplier must leave an invoice at time of delivery. Invoice must include the number of pizzas delivered and cost. Employees at each site will verify total pizzas delivered. Duplicate delivery tickets and invoices are required. One set is for Food Services and one set is for Accounts Payable located at the Mellon Building.

III. INSTRUCTIONS

Bid Instructions

Careful attention must be paid to all required items contained in this bid. Bids shall be submitted in accordance with the requirements of this bid. Please read the entire package before bidding. Failure to follow instructions in this bid could result in the disqualification of a respondent's bid.

This document shall not be construed as a contract between the parties until and unless a final bid is awarded, and no communication—whether verbal or written by DISTRICT personnel or agents during the course of the evaluation process—shall create such a contract with respect to the products or services specified in this bid.

To facilitate the selection of the appropriate vendor for this project, interested firms are invited to submit a proposal for consideration. The proposal should contain, at a minimum, the information requested in the bid. Please name one person to be the coordinator for your bid response and for any clarification activities, which might be necessary.

Samples

One cheese pizza, one pepperoni and one sausage pizza shall be delivered hot to the Front Office of the Mellon Administrative Center, 703 S New Street, Champaign IL 61820 at 12:30 p.m. on June 4, 2018. Pizza shall be cut into even slices in the same manner that will be served to the schools. The pizza shall be delivered in the same insulated unit that the vendor intends to use in the servicing of the school accounts. The insulated unit must be left at the location until testing is done at approximately 1:00 pm.

Bid Content

The entire set of documents constitutes the bid. The respondent must include all of the information described in this bid. Bids without all of this information will be disqualified; however, DISTRICT reserves the right, in its sole discretion, to waive minor technicalities and errors, in its best interest. All bids shall be submitted in a sealed envelope with "BID: PIZZA SERVICE" description and opening date indicated on the outside of the envelope. All bids become the property of DISTRICT and will not be returned.

Compliance

The bids will be evaluated for compliance with bidding instructions. Non-compliance with significant instructions will be grounds for disqualification of proposals, at DISTRICT'S discretion.

Right to Withdraw Proposal

A vendor may withdraw a bid at any time prior to the proposed opening.

Liability and Bid Delivery

DISTRICT is not responsible for any costs incurred by a vendor in the preparation or delivery of bids. The vendor shall be responsible for the actual delivery of bids during business hours to the address indicated on Page One. Any bid received after the delivery deadline will be disqualified.

Rejection or Acceptance of Bids

DISTRICT reserves the right to waive any irregularities in any proposal, to reject any or all bids, and to accept the bid which, in the judgment of DISTRICT, is deemed the most advantageous for DISTRICT. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind may be cause for rejection of the proposal.

Clarification of Submittal

DISTRICT reserves the right to obtain clarification of any point in a vendor submittal or to obtain additional information.

Criteria for Vendor Selection to the Bid Request

DISTRICT intends to award the services to qualified vendor which best demonstrate the commitment and application of experience, resources and methods to the technological requirements, as well as the cost and schedule objectives established by DISTRICT.

Please note DISTRICT will select the vendor based upon the lowest price bidder meeting specifications. Bids will be reviewed and if needed, responders to Bid Request will be contacted for follow-up questions. Final determination of the successful vendor will be based upon the criteria stated above in Specifications.

DISTRICT reserves the right to issue addendums related to this Bid Request, if necessary, and will be posted on DISTRICT'S website. Additionally, DISTRICT also reserves the right to contact any or all responders after the opening of the bids for follow up and clarification of any items as necessary. Finally, DISTRICT reserves the right to accept or reject any or all bids provided, as may be deemed in the best interest of DISTRICT.

Upon opening, reviewing the bids, and, if necessary, interviewing qualified bidders, it is the hope of DISTRICT to recommend a vendor to provide the above-mentioned services to the Board of Education at their August 14, 2017 regularly scheduled Board Meeting. Once a vendor has been recommended and approved by the Board the vendor will be notified and then vendor must start to coordinate Food Services Director, Mary Davis.

Summary

If there are any Bid Request questions or clarification is needed, please contact Michele Johnson via e-mail at johnsomi@u4sd.org. Again, questions/clarifications must be received by Friday, May 25, 2018. All questions and responses will be posted at www.champaignschools.org.

IV: GENERAL CONDITIONS AND SPECIFICATIONS

Prevailing Wages

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), not less than the prevailing rate of wages as determined by the Illinois Department of Labor, DISTRICT, or court on review shall be paid by the vendor/contractor to all laborers, workers and mechanics performing work under this purchase order. All vendor's/contractor's bonds shall include a provision as will guarantee the faithful performance of all obligations under the Illinois Prevailing Wage Act.

FOIA

As an independent Contractor of the District, records in the possession of the Vendor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Vendor shall immediately provide DISTRICT with any such records requested by DISTRICT in order to timely respond to any FOIA request received by DISTRICT. If the Vendor refuses to provide a record that is the subject of a FOIA request to DISTRICT and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes DISTRICT in any way, the Vendor shall reimburse DISTRICT for all costs, including attorneys' fees, incurred by DISTRICT related to the FOIA request and records at issue.

Indemnity

To the fullest extent permitted by law, vendor shall indemnify, save harmless, and defend DISTRICT, its Board, Board members, employees, agents, volunteers and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) or vendor's breach of this agreement that may arise out of or in connection with vendor's performance of the agreement.

To the fullest extent permitted by law, vendor will also defend, hold harmless and indemnify DISTRICT against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against DISTRICT to the extent based on an allegation that vendor's products infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

Insurance

The Vendor shall take all necessary precautions and exercise due caution so as not to damage the premises or properties of others. The Vendor's signature on the proposal sheet certifies to DISTRICT that the Vendor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on DISTRICT'S property. The Vendor shall submit evidence, satisfactory to DISTRICT, that the Vendor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described below with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to DISTRICT. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend DISTRICT as a party in the event the successful vendor becomes a party to any litigation as a result of the activities of the Vendor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such policies shall name DISTRICT, its Board, Board members, employees, agents, and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by Vendor covering the same loss with a waiver of subrogation in favor of the DISTRICT.

- 1) **WORKER'S COMPENSATION**: Statutory Limits.
- 2) **VEHICULAR**: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to provide a \$1,000,000 combined single limit for bodily injury and property damage. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving Owner thirty (30) days written advance notification.
- 3) **LIABILITY**: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance for which coverage is included for Vendor liability, contingent liability, contractual liability, and product liability. Bodily injury and property damage limits of \$1,000,000 occurrence and \$2,000,000 aggregate. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving DISTRICT thirty (30) days written advance notice.

Award of Contract

Award

Price alone will not determine the successful bidder. The following grading scale will be used:

100 Point Scale

Temperature of sample	5 points
Time	5 points
Condition (cut and appearance)	5 points
Experience and qualifications	5 points
Price	25 points
Taste Panel	55 points (First Place)
	50 points (Second Place)
	45 points (Third Place)
	40 points (Fourth Place)

Contract(s) will be awarded where they are in the best interest of DISTRICT. Furthermore, the DISTRICT reserves the right to accept or reject proposals based on the best interest of the DISTRICT. The DISTRICT reserves the right to waive any irregularities in any proposal. Proposals will be awarded to the vendor meeting specifications as determined by the Board of Education.

Standard Contract Conditions

- This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.
- Vendors shall comply with the Civil Rights Act of 1964, as amended, all applicable State and Federal non-discrimination laws including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and shall comply with the provisions of the Illinois Human Rights Act.
- Vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of it right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DISTRICT.
- By submitting a proposal the Vendor certifies that the Vendor is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.
- By submitting a proposal, the Vendor, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that 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 the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
- By submitting a proposal, the Vendor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that 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, utilizing 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) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Statement of Non-Discrimination

The Illinois Human Rights Acts prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.” It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status. Contractor shall comply with all state, federal and local laws, rules and ordinances regarding non-discrimination.

Failure to Fulfill Contract

When any Vendor fails to provide a service or product or provides a service or product which does not conform to the specifications DISTRICT may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same services or products in such manner as seems to DISTRICT to be to its best advantage. Any failure to furnish services or products by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and its sureties. DISTRICT reserves the right to cancel, without penalty, any services or products which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to DISTRICT if requested.

Without Cause Termination

DISTRICT may terminate its contract with the Vendor without cause after providing the Vendor with 30 days written notice.

CHAMPAIGN COMMUNITY SCHOOL DISTRICT #4
Champaign, Illinois

BID FORM

PIZZA SERVICE

Having read the Bid issued by Champaign Community Unit School District No. 4 and understanding the same, I, on behalf of _____, hereby submit this Bid Form and agree to provide the requested Pizza Service to said DISTRICT, 703 S. New Street, Champaign, Illinois 61820, in accordance with the provision of said Bid and on the terms stated herein. I acknowledge that DISTRICT reserves the right to reject any and all bids, to award a Contract in accordance with the terms of Said Bid and to waive any informalities, irregularities or defects in any bid, should it be in the best interests of DISTRICT to do so. Accordingly, I, on behalf of _____, submit the following bid of said Pizza Service.

ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda. If all addenda are not acknowledged, this bid will be considered irregular.

Addendum No. _____ through _____.

Quantity estimates are based on previous year's eight slice per pie usage.

Directions: Please fill in the Total Extended Price that you list on each detail page for the sections listed below.

<u>SECTIONS</u>	<u>TOTAL EXTENDED PRICE</u>
Section 1: Elementary Schools	_____
Section 2: Middle Schools	_____
Section 3: High Schools	_____

DETAIL

Directions: All detail pages are to be submitted.

COMPANY _____

SECTION 1 – ON-SITE ELEMENTARY SCHOOLS

Delivery to be made at each elementary school listed below every Thursday while in session. Approximately 34 deliveries are required each Thursday (two-three deliveries per site).

(A calendar and lunch period schedule will be provided to the bidder selected)

Barkstall	2201 Hallbeck Drive
Bottenfield	1801 South Prospect Avenue
Carrie Busey	304 Prairie Rose, Savoy
Garden Hills	2001 Garden Hills Drive
International Prep Academy	1605 West Kirby Avenue
Kenwood	1001 South Stratford Drive
Robeson	2501 Southmoor Drive
Stratton	902 North Randolph Street
Washington	606 East Grove Street

Item Description	Estimated # of Delivery Days/ year	Bid Unit	Quantity – Est. daily usage (Qty listed is approximate based on previous years)	Total Annual Usage (TAU)	Unit Price (UP)	Extended Price (TAU x UP)
14" hand tossed thin crust whole grain pizza (2.0 grain servings – 51% whole grain) – 2 oz. protein per slice (mozzarella cheese) CHEESE cut in 8 even slices	34	PIE	416	14,144		

OF AREA STORES (Champaign, Urbana, Savoy) that will be servicing the School District _____

List address and oven capacity of each store below; if additional space is needed, please attach separate sheet with additional store information if necessary.

Address	Oven capacity
_____	_____
_____	_____
_____	_____

SECTION 2 – SATELLITE ELEMENTARY SCHOOLS

Delivery to be made at each elementary school listed below every Friday while in session. Approximately 34 deliveries are required each Friday.

(A calendar and lunch period schedule will be provided to the bidder selected)

Dr. Howard
South Side
Westview

1103 N Neil Street
712 South Pine Street
703 South Russell Street

Item Description	Estimated # of Delivery Days/ year	Bid Unit	Quantity – Est. daily usage (Qty listed is approximate based on previous years)	Total Annual Usage (TAU)	Unit Price (UP)	Extended Price (TAU x UP)
14" hand tossed thin crust whole grain pizza (2.0 grain servings – 51% whole grain) – 2 oz. protein per slice (mozzarella cheese) CHEESE cut in 8 even slices	34	PIE	93	3,162		

OF AREA STORES (Champaign, Urbana, Savoy) that will be servicing the School District _____

List address and oven capacity of each store below; if additional space is needed, please attach separate sheet with additional store information if necessary.

Address

Oven capacity

SECTION 3 – MIDDLE SCHOOLS

Delivery to be made at each middle school listed below every Wednesday while in session.

Approximately 12 Deliveries are required each Wednesday for Middle Schools.

(A calendar and lunch period schedule will be provided to the bidder selected)

Edison
Franklin
Jefferson

306 West Green Street
817 North Harris Street
1115 South Crescent Drive

Item Description	Estimated # of Delivery Days/ year		Bid Unit	Quantity – Est. daily usage (Qty listed is approximate based on previous years)		Total Annual Usage (TAU)		Unit Price (UP)	Extended Price (TAU x UP)
	Middle			Middle		Middle			
Crust whole grain pizza (2.0 grain servings – 51% whole grain) – 2 oz. protein per slice (mozzarella cheese) CHEESE cut in even slices	35		PIE	42		1,470			
Crust whole grain pizza 2.0 grain servings – (51% whole grain) – 2 oz. protein per slice (mozzarella cheese) .5 oz. meat per slice SAUSAGE cut in even slices	35		PIE	53		1,855			
Crust whole grain pizza 2.0 grain servings – (51% whole grain) – 2 oz. protein per slice (mozzarella cheese) .5 oz. meat per slice PEPPERONI cut in even slices	35		PIE	97		3,395			
Total Extended Price:									

OF AREA STORES (Champaign, Urbana, Savoy) that will be servicing the School District _____

List address and oven capacity of each store below; if additional space is needed, please attach separate sheet with additional store information if necessary.

Address

Oven capacity

SECTION 4 – HIGH SCHOOLS

Delivery to be made at each high school listed below every week day while in session.

Approximately two deliveries each are required each day at Centennial and Central

Approximately one delivery is required as requested or 3 times a week at the Novak Academy and ACTIONS
(Monday, Wednesday and Friday)

(A calendar and lunch period schedule will be provided to the bidder selected)

Centennial High 913 South Crescent Drive
Central High 610 West University Avenue

Novak Academy 815 North Randolph Street
Pepperoni M/F; Cheese MWF and Sausage W

ACTIONS Location -TBD Cheese

Item Description	Estimated # of Delivery Days/ year	Bid Unit	Quantity – Est. daily usage (Qty listed is approximate based on previous years)	Total Annual Usage (TAU)	Unit Price (UP)	Extended Price (TAU x UP)
Crust whole grain pizza (2.0 grain servings – 51% whole grain) – 2 oz. protein per slice (mozzarella cheese) CHEESE cut in even slices	174	PIE	12	2,088		
Crust whole grain pizza 2.0 grain servings – (51% whole grain) – 2 oz. protein per slice (mozzarella cheese) .5 oz. meat per slice SAUSAGE cut in even slices	174	PIE	15	2,610		
Crust whole grain pizza 2.0 grain servings – (51% whole grain) – 2 oz. protein per slice (mozzarella cheese) .5 oz. meat per slice PEPPERONI cut in even slices	174	PIE	31	5,394		
Total Extended Price:						

List address and oven capacity of each store below; if additional space is needed, please attach separate sheet with additional store information if necessary.

Address

Oven capacity

Place an "x" next to each that applies:

- _____ Minority-Owned Business Enterprise (MBE)
_____ Woman-Owned Business Enterprise (WBE)
_____ None of the Above

SIGNATURE AUTHORIZATION

IF AN INDIVIDUAL:

Signature of Bidder_____

Business Address_____

Business Phone No._____

Business Fax No._____

IF A PARTNERSHIP:

Firm Name_____

Signed By_____

Business Address_____

Business Phone No._____

Business Fax No._____

IF A CORPORATION:

Corporate Name_____

Signed by_____

President

Business Address_____

Business Phone No._____

Business Fax No._____

Attest_____

Secretary

BID: CAFETERIA: PIZZA SERVICE

I. AFFIRMATIVE ACTION PROGRAM

The Illinois Human Rights Acts prohibits: discrimination on the basis of: "race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations." It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status.

II. STATEMENT OF NON-DISCRIMINATION

The undersigned, as part of our bid on a contract per the attached specifications, hereby certifies:

That the undersigned and all contractors or subcontractors will comply with all state and federal laws regarding nondiscrimination. Any person or firm who enters into a contract with the Board of Education of Champaign Community Unit School District No. 4 shall agree to refrain from unlawful discrimination in employment and shall undertake affirmative action when appropriate to assure equality of employment opportunity and eliminate the effects of past discrimination.

III. CONTRACTOR'S CERTIFICATION

The undersigned, as part of its bid to Champaign Community Unit School District No. 4 per attached specifications, hereby certifies that pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, that neither (he, she, it) or any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended, and that neither (he, she, it) nor any of (his, her, its) partners and officers has ever been convicted of the offense of bid-rigging under Section 33E-4 of the Illinois Criminal Code of 1961 as amended.

The undersigned hereby certifies full knowledge, understanding and compliance with Sections I, II and III above:

(Company) (Address / P O Box) (City / State / Zip)

(Signature, Authorized Agent) (Phone Number) (Date)

STATE OF _____,

COUNTY OF _____

Subscribed and sworn to before me this

_____ Day of _____, 20____.

_____, Notary Public

4.8 Buy American Act/Import Products

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using federal funds. Therefore, if there is a domestic and non-domestic food product available, the domestic product must be supplied. Non-domestic products may be supplied only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity (for example beef, pork, chicken, fruits, vegetables, oils or grains) that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished processed product comes from American produced products. Implementing federal regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. The Vendor may be required to provide certification of domestic origin and content and must certify that the majority of food products proposed to be provided and supplied meet the federal requirements in the “Buy American Act” and stipulate which specific products are unavailable domestically. Exceptions to this rule would typically be: pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. In the event the Vendor supplies or delivers products contrary to the requirements of this section or applicable laws and regulations, the NIIPC may pursue remedies for default as provided in Section 3.17, and or may terminate this Agreement. The Vendor shall hold the NIIPC, its member districts and its lead district from any fines, penalties, costs or expenses imposed upon or incurred by any of them as a result of the Vendor’s non-compliance with such laws and regulations. This purchasing requirement does not apply in instances when:

- a) The NIIPC has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States,
- b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality to meet general needs,
- c) The cost of the US product is significantly higher than foreign products (the NIIPC defines significantly higher to be when US product is twenty-five percent higher than the foreign product).

SECTION 7
PURCHASES/BUY AMERICAN

- 7.1 The FSMC shall retain title of all purchased food and nonfood items.
- 7.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).
- 7.3 The FSMC shall not substitute commercially-purchased foods for USDA-donated ground beef, ground pork, and processed end products received.
- 7.4 The FSMC may substitute commercially-purchased foods for all other USDA-donated commodities received. All commercially-purchased food substitutes must be of the same generic identity as the USDA-donated commodities received, of U.S. origin, and of equal or better quality than the USDA-donated commodities as determined by the SFA.
- 7.5 The SFA shall ensure commercially-purchased foods used in place of USDA-donated commodities received are of the same generic identity as the USDA-donated commodities received, of U.S. origin, and of equal or better quality than the USDA-donated commodities as determined by the SFA.
- 7.6 The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- 7.7 The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- 7.8 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

**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, 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.

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

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.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.

**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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 any 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 of 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," 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

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

**NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS
RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;
- you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 SF-LLL-A 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 a SF-LLL-A 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.