



E.H. Mellon Administrative Center

703 South New Street
Champaign, Illinois 61820-5818

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

April 20, 2018

BID: CAFETERIA: Equipment
DUE: Monday, May 14, 2018
11:00 A.M., Public Opening
E.H. Mellon Administrative Center
703 South New Street
Champaign, Illinois 61820-5818

Dear Bidder:

The Board of Education of Champaign Community Unit School District #4 is inviting the submission of sealed bids for Cafeteria Equipment. The bid forms can be found at <http://www.champaignschools.org/pages/finance/BidsRFPs>. You are invited to quote a price on each item separately, giving style/model number, and unit and extended prices. All prices must be typed or written in ink. Do not extend decimals more than three places. All shipments are to be F.O.B. Servicer, 1400 Hagan, Champaign, IL 61820.

Specifications are prepared with the intent of offering equal opportunity to all bidders. Other than options to specifications made by the bidder at the time of bidding, the School District's Chief Financial and Legal Officer is the only person authorized to make changes in the attached specifications. No oral interpretations will be given to any bidder 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 7, 2018) of the bid due date will not be considered. All questions and responses will be posted at: <http://www.champaignschools.org/finance.html>. All proposals must be signed by an authorized official and notarized.

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, School District 4, 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.

All bids are to be sealed and in the hands 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. Your bid is to be submitted on the bid forms provided. The envelope containing your bids is to be sealed and marked in the lower left-hand corner: "Bid: Cafeteria Equipment." Bids will not be accepted by FAX mail. 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. The bid will be awarded to the lowest responsible bidder meeting 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 second and fourth Friday.

Sincerely,

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

Michele Johnson
Director of Accounting Services

COMPANY _____

CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4
 CHAMPAIGN, IL
 GARDEN HILLS CAFETERIA EQUIPMENT SPECIFICATIONS AND BID FORM

EQUIPMENT	STYLE/MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Electric Combi Oven	Cleveland Convotherm C4ET6.20ES DD 208- 240/60/3	<p>Combi Oven/Steamer, electric, boilerless, (6) 18" x 26" full size sheet pan or (12) 12" x 20" x 1" hotel pan capacity, 9" easyTouch control panel, 20 stages each & 399 cooking recipes storage, (4) cooking modes: hot air, steam, combi-steam & retherm, multi-point core temperature probe, five-speed auto reversing fan, disappearing door, anti-microbial hygienic door handle, hands-free auto clean, pull-out spray hose, ConvoClean+ fully automatic hands-free cleaning system, stainless steel construction, 208-240v/60/3-ph, UL-Listed ventless (no hood required – local codes prevail). ENERGYSTAR® Dimensions 32.91 (h) x 46.87 (w) x 41.66 (d)</p> <p>2 ea 12 months parts and labor warranty and second 12 month parts only warranty, standard</p> <p>2 ea A water analysis is required for the proper selection of a water treatment system</p> <p>2 ea QT1+CR Optipure Water Treatment System, dual-cartridge, reduces sediments over 0.5 microns, reduces chlorine, includes (1) CTOS-Q10 Catalytic Carbon Filter & (1) CTOS-QCR activated carbon filter</p> <p>1 ea 3455864 Stacking Kit on 6" Legs, for 6.20 on 6.20 (6.20 on 10.20) (electric models)</p>	2		

TOTAL _____

**SEND SPECIFICATIONS AND WARRANTY INFORMATION ON ALL OF THE ABOVE
 BID TO INCLUDE INSTALLATION BY BIDDER**

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

SIGNATURE PAGE

GARDEN HILLS CAFETERIA EQUIPMENT

IF AN INDIVIDUAL:

Signature of Bidder _____

Printed Name of Bidder _____

Business Address _____

Business Phone No. _____

Business Fax No. _____

IF A PARTNERSHIP:

Firm Name _____

Signed by _____

Printed Name _____

Business Address _____

Business Phone No. _____

Business Fax No. _____

IF A CORPORATION:

Corporate Name _____

Signed by _____
President

Printed Name _____

Business Address _____

Business Phone No. _____

Business Fax No. _____

Attest _____
Secretary

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, Champaign Community Unit School District No. 4, 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.

INDEMNITY

To the fullest extent permitted by law, contractor shall indemnify and hold harmless the owner from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder.

COMPLETION DATE

The project must be completed by July 16, 2018.

AWARD OF CONTRACT

Contract(s) will be awarded where they are in the best interest of Champaign Community Unit School District

No. 4. Furthermore, the School District reserves the right to accept or reject bids based on the best interest of the School District.

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 Champaign Community Unit School District No. 4.

DELIVERY AND INSTALLATION

- Winning bidder must ensure products are delivered and installed correctly.

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.

FAILURE TO FULFILL CONTRACT

When any Vendor fails to provide a service or provides a service which does not conform to the specifications, Champaign Community Unit School District No. 4 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 in such manner as seems to Champaign Community Unit School District No. 4 to be to its best advantage. Any failure to furnish services by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and his sureties. Champaign Community Unit School District No. 4 reserves the right to cancel, without penalty, any services 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 Champaign Community Unit School District No. 4 if requested.

**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.

BID: GARDEN HILLS CAFETERIA EQUIPMENT

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.