

EXHIBIT A – CARBONATED/NON-CARBONATED BEVERAGES

These specifications are for **CARBONATED/NON-CARBONATED BEVERAGES** for Rich Township High School District 227, 20550 S. Cicero Ave., Matteson, IL 60443, which consists of the following schools: STEM (North) Campus and FAC (South) Campus.

CONDITIONS OF BIDDING

ACCEPTANCE OF BIDS: All information required by the Invitation to Bid must be supplied to constitute a proper bid. Bids shall be submitted only on the forms provided.

AWARD or REJECTION OF BIDS: The contract will be awarded to the lowest responsible, qualified bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is in the interest of the District to accept it. The District reserves the right to reject any or all bids received whenever such rejection is in the interest of the District.

NOTICE OF ACCEPTANCE: A written award or acceptance of bid will be mailed to the successful bidder with the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the District prior to the specified time of opening.

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.

BIDS BINDING 60 DAYS: Unless otherwise specified all formal bids submitted shall be binding for sixty calendar days following bid opening date, unless the bidder(s), upon the request of the District, agree to an extension.

PRICING ERRORS: 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.

CONTRACT PROVISIONS

SUBLETTING CONTRACT: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his 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 his obligation, or change the terms of the Contract.

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.

INDEMNITY: Contractor shall indemnify, keep and hold harmless the District, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the District in consequence of the granting of this contract or which may in any way result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the District as herein provided.

COLLUSIVE BIDDING: The bidder certifies that this 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.

IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946: All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment, or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

CERTIFICATE OF ELIGIBILITY: Each bid must be accompanied by Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code of 1961 or a conviction or admission of guilt which is a matter of record for bribing or attempting to bribe an officer or employee of the State of Illinois. The form of the Certificate of Eligibility to Bid is included within the bid documents (Exhibit B). No bid will be considered responsive unless accompanied by a signed Certificate of Eligibility to Bid.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT: Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. Each bid from an individual must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that (he, she, it) shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she, it) is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificates of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents (Exhibit B). No bid will be considered responsible unless accompanied by a signed certificate where applicable.

The contract awarded shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

CERTIFICATE REGARDING SEXUAL HARASSMENT: Each contractor who is an individual or employs 25 or more persons is required to submit a certificate regarding a sexual harassment policy certifying that (he, she, it) has written sexual harassment policy that includes the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment under Illinois 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 Illinois Department of Human Rights and the Illinois Human Rights Commission;
- (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission, and
- (vii) protection against retaliation.

No bid will be considered responsible unless accompanied by a signed certificate where applicable.

INSURANCE: The successful bidder shall expressly bind himself/herself to defend and save the District harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful bidder shall carry insurance, in company or companies acceptable to the District, for Worker's Compensation and Comprehensive General Liability. The limits of such General Liability Insurance shall be not less than \$1,000,000.00 per occurrence and \$500,000.00 per person for personal injury or death and \$100,000.00 for property damage.

Each bidder shall submit as part of the bid, a certification of insurance in force to meet the above specifications.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The successful bidder will be awarded a contract to provide **CARBONATED/NON-CARBONATED BEVERAGES** for the 2021-22 and 2022-23 school years. The contract price for this period shall be as indicated on the bid proposal attached hereto and marked Exhibit B.

The submission of a bid by the Vendor will be construed as an indication that (he/she) is 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.

CANCELLATION: In the event that the Vendor 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 Vendor 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.

CONTRACTOR NOT AN AGENT: The contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services for the District.

COMPENSATION: Payment of the contract will be made net 45 days off invoice. A monthly itemized statement for each location must be sent to: Rich Township High School District 227, 20550 S. Cicero Ave., Matteson, IL 60443, Attn: Food Service Department. The Board of Education generally approves all payments the fourth Tuesday of each month.

RESPONSIBILITY FOR MATERIALS SHIPPED: The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection. Upon failure to do so within ten (10) days after date of notification, the District may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

INSPECTIONS: Inspection and acceptance of supplies and materials will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect or accept or reject materials or supplies shall not impose liability on the District for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

GENERAL GUARANTY: The contractor agrees to:

- a. Save the District, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted 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.
- b. Protect the District against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transport or delivery.
- c. Pay for all permits, licenses and fees and file all notices and comply with all laws, ordinances, rules and regulations of Cook County and the State of Illinois.

BUY AMERICAN CLAUSE:

- The vendor 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.).
- The vendor shall certify the percentage of U.S. content in the products supplied to the school food authority (SFA).
- The SFA reserves the right to review purchase records to ensure compliance with the Buy American provision in 7CFR Part 250.
- The vendor shall provide nutrition facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- In the event a product is not produced or manufactured in the U.S.; the cost of a U.S. produced product is significantly higher than foreign products; and/or the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, the vendor shall provide reasonable notice to the SFA in advance of the product purchase. The SFA may then issue approval of such product purchases on a case-by-case basis.

PROPOSAL INFORMATION

BASE RATE: Vendors are to extend total costs based on the projected quantities of **CARBONATED/NON-CARBONATED BEVERAGES** required for the initial period ending June 30, 2023.

PLACING OF ORDERS: Orders against contracts will be placed with the contractor on a weekly basis by phone, FAX, or email.

INVOICES: Invoices must be left with each delivery. Shortages must be marked on the invoice by the driver.

SAMPLES: Samples must be provided, if requested, by the Coordinator of Food Service.

SUBSTITUTIONS: Out of stock items must be substituted for by an item of equal or better quality at no additional cost to the district. If no substitution is available, the Coordinator of Food Service must be notified 24 hours before the scheduled delivery.

DELIVERY: All **CARBONATED/NON-CARBONATED BEVERAGES** are to be delivered to the respective school between the hours of 6:00a.m. – 9:30 am or 1:30 and 2 pm. No deliveries will be accepted between the hours of 9:30 am and 1:30 pm.. Delivery costs are to be prepaid, F.O.B., by the vendor and included in the bid price.

Products and/or dispensers are to be delivered to the following:

Rich Township HS District 227 STEM (North) Campus Food Service Department	3600 W. 203 rd Street Olympia Fields, IL 60461	Food Service Manager 708-679-5807
Rich Township HS District 227 FAC (South) Campus Food Service Department	5000 Sauk Trail Richton Park, IL 60471	Food Service Manager 708-679-3025
Rich Township High School District 227 Administrative Center	20550 Cicero Ave. Matteson, IL 60443	Secretary of Superintendent or Coordinator of Food Service 708-679-5800

BRAND NAMES: All items must meet the specification listed. Brand names are to be specified. Note any changes in packaging.

USAGE ESTIMATES: Usage estimates are based on 2019-20 calendar year purchases. The usage is subject to change based on customer preferences.

EQUIPMENT TO BE FURNISHED: Vendor must provide dispensers that are in clean, good working order and effectively market their products. The machines are to be provided, installed, and removed at the end of the contract at no charge to the district.

The dispensers must have the following: casters, dollar bill validators, keyed shut offs or timers and non-resettable meters.

The dispensers are to remain the property of the vendor. The vendor is responsible for maintaining the dispensers in good operating condition at no expense to the district for service calls, labor or parts. The vendor is responsible for insuring the dispenser for its full value.

All monies deposited into the cafeteria dispensers will be the sole property of the Rich Township High School District 227 Food Service Department.

REFERENCES: Contractors must furnish a list of five (5) references attached to the bid proposal. References must be secondary schools for which your firm has provided **CARBONATED/NON-CARBONATED BEVERAGES.**

QUESTIONS REGARDING BIDS: Should a bidder find discrepancies or omissions in the specifications or instructions, or be in doubt as to their true meaning, notify in writing to Betsy Williams, Coordinator of Food Service, facsimile 888-775-5297 or email: bwilliams@rich227.org. Clarification notification will be sent to each and every person who has received bidding documents as to the true interpretation thereof in writing. Only written questions will be answered. All written questions must be received by the District at least 72 hours prior to the time and date in which bids are due. The Board of Education, its employees and agents, shall not be held responsible for oral instruction to bidders. Failure on the part of the respective bidder to receive a written interpretation prior to the time of opening of bids will not be grounds for withdrawal of its proposal. Oral explanations will not be given.

REFERENCES
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227

Bidders must furnish a list of five (5) references. References must be secondary schools for which your firm has provided the products being bid.

School	Person to Contact	Phone & Email
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If additional space is required for explanations or exceptions to the bid specifications, please attach a separate sheet with any further information you would like considered.

MUST BE RECORDED IN INK OR TYPEWRITTEN
UNSIGNED BIDS WILL NOT BE ACCEPTED

PROPOSAL: If this bid is accepted within sixty (60) days from the date of opening, the undersigned offers and agrees to furnish all the products and services upon which the prices are quoted, at the price and delivery time stated, and subjected to all conditions contained herein.

Printed Name

Date

Signature

Title

Company Name

Address

City

State

Zip

Phone

Email

**CERTIFICATE OF ELIGIBILITY TO BID
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227**

_____ [contractor], pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither [he, she, it] nor 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; that neither [he, she, it] nor any of [his, her, its] partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither [he, she, it] nor any of [his, her, its] partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Name of Contractor

Signature

Title

Date _____

[Individual Contractors]

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227**

_____ [contractor], an individual, does hereby certify pursuant to section 4 of the Illinois Drug-Free Workplace Act (Ill.Rev. Stat., ch. 127, par. 132.314) that [he, she, it] shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract 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 of Contractor

Signature

Title

Date _____

[Bidders with 25 or More Employees]

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227**

_____ [contractor], having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (Ill.Rev.Stat., ch. 127, par. 132.313) 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 the 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 of Contractor

Signature

Title

Date _____

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227**

_____ [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, 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.

Name of Contractor

Signature

Title

Date _____

**EXHIBIT B
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227**

**CARBONATED/NON-CARBONATED BEVERAGES BID PROPOSAL FORM
2021-22 SCHOOL YEAR**

The projected quantity amounts have been listed in 24pack cases

Product	Brand Name	Bottle/can ounce Size	Pack Size	Projected Quantity (A)	Cost Per Unit (B)	Total Cost A x B
Water 20oz bottles				1100		
Flavored Water, 20oz bottles				400		
Sparkling Water 12oz bottles				300		
Fruit Juice Drinks 15.2 oz bottles				125		
100% Juice Drinks, Assorted 10oz bottles				720		
Flavored Waters Assorted 12 oz				300		
Propel 20 oz.				450		
Iced Teas, Regular & Diet, Assorted 16.9 oz bottles				200		
Carbonated, assorted, regular & diet 12oz cans				1900		
IZZE , Kickstart Drinks 12 oz cans				275		
Lemonades & Fruit Punch, Assorted, 16.9 oz bottles				250		
					Total Bid	

**EXHIBIT B
RICH TOWNSHIP HIGH SCHOOL DISTRICT 227**

**CARBONATED/NON-CARBONATED BEVERAGES BID PROPOSAL FORM
2022-23 SCHOOL YEAR**

The projected quantity amounts have been listed in 24pack cases

Product	Brand Name	Bottle/can ounce Size	Pack Size	Projected Quantity (A)	Cost Per Unit (B)	Total Cost A x B
Water 20oz bottles				1100		
Flavored Water, 20oz bottles				400		
Sparkling Water 12oz bottles				300		
Fruit Juice Drinks 15.2 oz				125		
100% Juice Drinks, Assorted 10oz bottles				720		
Flavored Waters Assorted 12 oz				300		
Propel 20 oz				450		
Iced Teas, Regular & Diet, Assorted 16.9 oz bottles				200		
Carbonated, assorted, regular & diet 12oz cans				1900		
IZZE, Kickstart Drinks 12 oz cans				275		
Lemonades & Fruit Punch, Assorted, 16.9 oz bottles				250		
					Total Bid	