

**RANTOUL CITY SCHOOLS DISTRICT #137**

**BID PACKAGE FOR  
PURCHASE OF KITCHEN EQUIPMENT**

**Issued: October 5, 2022**

## **CONTENTS**

I.	ADVERTISEMENT FOR BID .....	3
II.	BID CALENDAR .....	4
III.	INSTRUCTIONS TO BIDDERS .....	5
IV.	CONDITIONS OF CONTRACT.....	7
V.	DISTRICT/CONTRACTOR AGREEMENT.....	8
EXHIBIT A.	SCOPE OF WORK .....	12
EXHIBIT B.	LOCATION OF DISTRICT SCHOOL BUILDINGS .....	13
VI.	BID FORM .....	14
VII.	BIDDER’S CERTIFICATIONS .....	16
VIII.	BIDDING SUBMITTAL CERTIFICATIONS .....	18
IX.	BIDDER REFERENCES AND QUALIFICATIONS.....	19

**I. ADVERTISEMENT FOR BID**

NOTICE IS HEREBY GIVEN that the Rantoul City Schools District #137 will receive sealed bids for the Purchase of Kitchen Equipment for several District school buildings. Bid specifications will be available on Wednesday, October 5, 2022 at 1:00 p.m. at the School District Administration Offices located at 400 E. Wabash Ave., Rantoul, IL 61866 or online at [www.rcs137.org](http://www.rcs137.org). Questions may be directed to Jennifer Frerichs, Assistant Superintendent, at (217) 893-5400 or via email at [jfrerichs@rcs137.org](mailto:jfrerichs@rcs137.org).

Sealed Bids must be received on or before Tuesday, October 18, 2022 at 1:00 p.m. at the School District Administration Offices located at 400 E. Wabash Ave., Rantoul, IL 61866. At this time, the Bids will be publicly opened and read aloud.

**Jennifer Frerichs, Assistant Superintendent  
Rantoul City Schools District #137**

## **II. BID CALENDAR**

- |   |                                    |
|---|------------------------------------|
| 1. Notice to Bidders in Local Newspaper | Wednesday, October 5, 2022         |
| 2. Close of Bidding and Bid Opening     | Tuesday, October 18, 2022 at 1p.m. |
| 3. Bid Opening                          | Tuesday, October 18, 2022 at 1p.m. |

### III. INSTRUCTIONS TO BIDDERS

1. **Scope and Term of Services.** The Rantoul City Schools District #137 (the "District") is accepting bids for the purchase and installation of kitchen equipment at several District school buildings, pursuant to scope and terms set forth in **Exhibit A** and **Exhibit B** to the District/Contractor Agreement provided in this bid package.

2. **Contact Information.** Questions about this bid package must be addressed to the District's Assistant Superintendent Jennifer Frerichs at (217) 893-5400 or via email at [jfrerichs@rcs137.org](mailto:jfrerichs@rcs137.org). The District will endeavor to respond to all timely questions, and will circulate all responses to all interested bidders who have provided the District with contact information. Any modifications to this bid package shall be made by addendum only.

3. **Notification of Addenda.** The District will notify all potential bidders who have provided contact information in the event of any addenda issued. The bidder shall acknowledge receipt of all addenda in the place provided on the bid form.

4. **Tax Exempt.** The District is tax-exempt. Bidder shall prepare its bid accordingly.

5. **Bid Preparation.** All bidders shall complete and submit all forms provided in this bid package. All forms shall be free from interlineations and erasures. Failure to properly complete and return all forms may subject the bid to rejection. Each bid submittal with all completed forms shall be sealed in an opaque envelope and labeled "PURCHASE OF KITCHEN EQUIPMENT – DO NOT OPEN PRIOR TO BID DATE". Each bid submittal shall be labeled with the name and address of the bidder and shall be addressed to Rantoul City Schools District #137, Attention: Jennifer Frerichs, Assistant Superintendent, 400 E. Wabash Ave., Rantoul, IL 61866.

6. **Non-Conforming Bids.** Any bid submittal that contains or purports to contain qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package shall be automatically rejected as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid and/or any alternate shall be automatically rejected as non-responsive.

7. **Exceptions.** If an exception to any provision is requested, the Bidder must prepare a list of all requested exceptions and submit it to the District along with its Bid Form.

8. **Bid Submittal.** All bids shall be submitted on or before **October 18, 2022 at 1:00 p.m.**, at which time the bids shall be publicly opened and read aloud.

9. **Bidder's Representation.** BY SUBMITTING A BID, THE BIDDER REPRESENTS TO THE DISTRICT THAT IT HAS CAREFULLY REVIEWED THIS BID PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.

10. **Withdrawal of Bids.** Any bid may be withdrawn and/or resubmitted prior to the time of bid opening.

11. **Firm Bids.** All bids submitted to the District shall be firm and irrevocable for a period of ninety (90) days after the date of bid opening. At any time within this period, the District may award the contract to the lowest responsive and responsible bidder.

12. **Split Awards.** Every attempt will be made to award the Agreement on an overall low bid basis. However, the District reserves the right to split the award if it determines that doing so is in the best interest of the District. If a split award is not acceptable to a Bidder, it must be so stated on the Bid Form.

13. **Acceptance or Rejection of Bids.** The District reserves the right to waive any non-material variances or irregularities in the bid process, to award the contract to the lowest responsive and responsible bidder, and/or to reject all bids.

14. **Award of Contract.** The District's Board of Education will review all bids and, unless all bids are rejected, award the contract to the lowest responsive and responsible bidder. The lowest bid will be determined based upon the base bid and/or a combination of the alternate bids, if any. Responsiveness will be determined based upon compliance with the instructions to bidders. Responsibility will be determined by the District based upon the information provided by each bidder with its bid submittal. Upon such award, the successful bidder shall be known as the "Contractor," and shall be bound to perform the duties established by this bid package, including without limitation the duties established in the instructions to bidders, conditions of contract, contract specifications, and addenda, if any.

**END OF INSTRUCTIONS TO BIDDERS.**

#### **IV. CONDITIONS OF CONTRACT**

1. **Record Keeping.** Contractor shall keep complete and accurate records of all work performed in connection with this project. Contractor shall provide the District access to such records upon a request by the District.

2. **Right to Audit.** The District may audit the Contractor's records related to the project. Contractor shall fully cooperate with all personnel authorized by the District to conduct any audit.

3. **Records Retention.** Contractor shall retain such records related to the project for a period of three (3) years plus the current year, or a longer period if required by law. If any audit has been requested and is not completed, the records shall be retained beyond the three (3) year period as long as required for completion of the audit.

4. **No Delegation or Assignment.** Contractor shall not assign any right or delegate any duty under this contract to any third party without the District's prior written consent. Any attempted assignment or delegation without such prior written consent shall be void.

5. **No Third Party Beneficiaries.** This contract is not intended to vest any rights in any third party.

6. **Independent Contractor.** Contractor is an independent contractor and not an agent of the District. Contractor's employees are not employees of the District and are not entitled to salary or benefits from the District. Contractor has no authority to act on behalf of the District except to the limited extent required by this contract. Contractor shall not represent to any third person that Contractor or any of its employees are agents of the District.

7. **Waiver.** The District's waiver of any breach or default under any provision of this contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The disbursement or acceptance of any payment by the District shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the contract regardless of the knowledge of the District of such breach or default at the time of its disbursement or acceptance of such payment.

8. **Defenses and Immunities.** No term or condition of this contract is intended to or shall be deemed to waive any common law or statutory immunity or defense available to the District, and the District expressly reserves all applicable immunities and defenses.

9. **Execution of Contract.** Upon the District's notice of award of this contract to the Contractor, Contractor shall execute the attached District/Contractor Agreement for the performance of the work.

**END OF CONDITIONS OF CONTRACT.**

## **V. DISTRICT / CONTRACTOR AGREEMENT**

This District/Contractor Agreement (the "Agreement") is made as of \_\_\_\_\_, 2022, by and between Rantoul City Schools District #137 (the "District") and **Insert: Name and Address of Contractor** (the "Contractor") together with the District, (the "Parties").

### **RECITALS**

District and Contractor desire to enter into this Agreement, pursuant to which Contractor shall purchase and install the kitchen equipment in strict accordance with the following terms and conditions (collectively the "Work") and, subject to the terms and conditions of this Agreement, the District shall pay for such performance of the Work. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Scope of Project.** Contractor shall perform all Work required for the purchase and installation the kitchen equipment as provided in the Scope of Work attached as **Exhibit A** at the District's school buildings as provided in **Exhibit B** (the "Project"). Contractor shall perform all Work and other duties in strict accordance with the "Contract Documents," which consist of this Agreement, including but not limited to **Exhibit A** and **Exhibit B** attached and incorporated hereto, and the Bid Package for Purchase of Kitchen Equipment.

2. **Contractor's Performance.** Contractor shall perform all Work utilizing the highest standards of workmanship, equipment and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of District. Contractor shall promptly notify District immediately in writing: (i) of any information required from District and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by District that is not included in the scope of Work provided in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees.

3. **Schedule.** Contractor shall cause all Work required by the Contract Documents to be substantially completed in accordance with the schedule to be agreed upon by the District and Contractor prior to the commencement of the Work ("Substantial Completion"). "Substantial Completion" means that the District can occupy and fully utilize the Project for its intended use, and that all warranties, manuals, instructions, certifications, reports, record or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the District; and that the only remaining Work is minor cosmetic work that does not interfere with the District's operations (the "Punch List Work"). The Contractor shall complete the Punch List Work within ten (10) days after the date of Substantial Completion. Time is of the essence under this Agreement.

4. **Permits & Approvals.** Contractor shall be responsible for obtaining all necessary permits and approvals for the Project. Contractor shall comply with all applicable local, State and Federal laws and regulations in performing all Work.



5. **Materials.** All equipment and materials incorporated into the Work shall be new and of high quality and in compliance with the Scope of Work provided in **Exhibit A**. Contractor shall follow all manufacturer's instructions and recommendations. If requested by District or otherwise required by the Contract Documents, Contractor shall, before purchase of such equipment and material, submit to District for District's review, and in a format acceptable to District, all product data, literature, and shop drawings.

6. **Sales and Use Taxes.** The Contractor acknowledges that the District is exempt from all sales and use taxes and, therefore, the Contractor will not include such taxes on any bills, invoices or statements presented to the District for the purpose of obtaining payment for any services rendered under this Agreement.

7. **Differing Site Conditions.** If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the District of the condition in writing. The District shall then issue directions. The contract time and contract price shall be equitably adjusted if necessitated by such directions of the District. However, prompt written notice by the Contractor of the condition, followed by directions from the District, shall be conditions precedent to such adjustments.

8. **Contractor's Compensation.** District shall pay Contractor the sum of **Insert: Contract Price** for Work properly performed under this Agreement. The Parties agree that the Contract Price shall be the amount set forth in the Bid Form. Such Contract Price shall include the delivery of all materials, including equipment, supplies, and tools; transportation, insurances, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents.

9. **Payments to the Contractor.** On a monthly basis during the progression of the Work, Contractor shall by the fifth day of each month, or by such other day as the District may specify, submit monthly payment applications to the District reflecting on an itemized percentage basis of the Contract Price the value of all Work completed in the previous month. District shall pay properly submitted pay applications within thirty (30) days after receipt. Each monthly pay application shall be accompanied by all lien waivers covering all lien rights, including lien rights related to the then-current pay period, and including all lien rights arising from payments previously made by District. District may elect to receive from Contractor trailing lien waivers from Contractor's subcontractors. Any amounts invoiced for the Contract Price shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work to be performed.

10. **Defective Work and Guarantee.** All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.. Contractor hereby warrants that all Work is and shall remain free from defect for one year following Substantial Completion, and upon notice by the District, Contractor shall promptly correct such defects appearing within said one year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action District may have against Contractor.

11. **Termination.** District may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated by the District for cause, including but not limited to the Contractor's breach of any provision of this Agreement, District shall have no further obligation to make payments to Contractor for Work completed, and Contractor shall be liable to the District for any increase in cost incurred by the District in completing the Work. If this Agreement is terminated by District for convenience, Contractor shall be paid for Work properly completed prior to termination but shall not be entitled to any other compensation from District. Regardless of whether District exercises its right of termination, Contractor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

12. **Indemnification.** Contractor shall indemnify, defend, and hold harmless District, its board members individually, administrators, employees, agents, representatives, and volunteers from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Contractor, its employees, or its subcontractors, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Contractor. The obligations contained in this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under the Workers' Compensation Act, or under other workers compensation laws, disability benefit acts, or other employee benefit acts.

13. **Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause District, its board of education, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to District. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to District prior to any termination, cancellation, or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, Contractor shall furnish to District certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<b><u>Type</u></b>	<b><u>Limits</u></b>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000 aggregate

14. **Liens.** If any liens or claims of lien are placed on the Project or the funds designated for the Project, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify District for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and District shall have the right to withhold from payments due to the Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by District in connection with the resolution of such lien or claim of lien.

15. **Successors and Assigns.** Contractor shall not assign any rights or delegate or subcontract any duties under this Agreement without the prior written consent of the District, and any attempted assignment, delegation or subcontracting without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. **Controlling Law and Interpretation.** This Agreement is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

17. **Entire Agreement; Conflict.** This Agreement and the Contract Documents represent the entire agreement between Contractor and District with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by District and Contractor. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

18. **Integration.** This Agreement includes the Instructions to Bidders, Contract Conditions, this District/Contractor Agreement as contained in this bid package, and including all Exhibits; together with Contractor's Bid Submittal and all other documents listed in the Table of Contents for this bid package, these documents are collectively known as the "Contract Documents." The Contract Documents constitute the entire agreement between the District and Contractor with respect to the Purchase and Installation of Kitchen Equipment Work and supersede any prior oral or written agreement between the parties. This Agreement may not be terminated or amended orally, but only by the written agreement of both parties or as otherwise set forth in this contract.

19. **Execution of Contract.** Upon the District's notice of award of this contract to the Contractor, Contractor's bid shall be deemed accepted and a binding contract shall be formed.

Executed on the date last written below, by and between:

**Rantoul City Schools District #137**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK**

**Contractor shall purchase the kitchen equipment as listed below and install said equipment at the specified District School Buildings.**

<b><u>DISTRICT SCHOOL</u></b>	<b><u>TYPE OF EQUIPMENT</u></b>	<b><u>MAKE/MODEL</u></b>
BROADMEADOW #10396	3 DOOR REACH IN FREEZER - SOLID DOOR	TRAULSEN G31010-032
EASTLAWN #10397	CONVECTION OVEN - DOUBLE DECK	BLODGETT ZEPH-200-G DBL
NORTHVIEW #10398	CONVECTION OVEN - DOUBLE DECK	BLODGETT ZEPH-200-G DBL
NORTHVIEW #10398	MILK COOLER - 12 CS.	BEV AIR #SMF58HC-1-W-02
PLEASANT ACRES #10399	3 DOOR REACH IN FREEZER - SOLID DOOR	TRAULSEN - G31010-032
PLEASANT ACRES #10399	HOT HOLDING CABINET - DUTCH DOOR	CRES COR #H-137- UA-12DZ
J.W. EATER #10395	CONVECTION OVEN - DOUBLE DECK	BLODGETT ZEPH- 2002G-DBL
J.W. EATER #10395	HALF DOOR REACH IN REFRIGERATOR	TRUE #STG2R-4HS- HC
J.W. EATER #10395	HOT HOLDING CABINET - DUTCH DOOR	CRES COR #H-137- UA-12DZ

**EXHIBIT B**

**LOCATION OF DISTRICT SCHOOL BUILDINGS**

<b><u>School Building</u></b>	<b><u>Address</u></b>
Broadmeadow #10396	500 Sunview Rd, Rantoul, Illinois 61866
Eastlawn #10398	650 N Maplewood Dr., Rantoul, Illinois 61866
Northview #10398	400 N Sheldon St., Rantoul, Illinois 61866
Pleasant Acres #10399	1625 Short St., Rantoul, Illinois 61866
J.W. Eater #10395	400 E. Wabash Ave., Rantoul, Illinois 61866

**VI. BID FORM**

The Bidder, \_\_\_\_\_ ("Bidder"), hereby submits the following bid prices in response to the District's Bid Package for Purchase of Kitchen Equipment.

1. For the work specified in this bid package, the Bidder's bid price is as follows:

Equipment	Price per Unit	Total Price
(Qty 2) - 3 Door Reach in Freezers w/ Solid Door by Traulsen G31010-032	1. _____ 2. _____	\$ _____
(Qty 3) - Convection Oven- Double Deck by Blodgett ZEPH-200-G-DBL	1. _____ 2. _____ 3. _____	\$ _____
(Qty 2) - Hot Holding Cabinet- Dutch Door by CRES COR #H-137-UA-12DZ	1. _____ 2. _____	\$ _____
(Qty 1) - Milk Cooler- 12 CS. by BEV AIR #SMF58HC-1-W-02	1. _____	\$ _____
(Qty 1) - Half Door Reach in Refrigerator by TRUE #STG2R-HS-HC	1. _____	\$ _____

**Total Bid Price:** \$ \_\_\_\_\_

2. Bidder acknowledges receipt of the following Addenda:  
\_\_\_\_\_.

3. Bidder acknowledges that the foregoing Base Bid and Alternate Bids, if any, are based upon the Instructions to Bidders, Conditions of Contract, and Contract Specifications as contained in this bid package, along with the information contained in any Addenda later issued (collectively, the "Contract Documents").

4. A split award is acceptable to Bidder \_\_\_\_\_ Yes \_\_\_\_\_ No.

5. Upon the District's award of the contract to Bidder, Bidder agrees to perform the contract in accordance with the Contract Documents.

6. Bidder acknowledges that this bid is firm and irrevocable for a period of ninety (90) days after the date of bid opening.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

Bidder's Email: \_\_\_\_\_

**V. BIDDER'S CERTIFICATIONS**

**ELIGIBILITY TO BID**

The undersigned hereby certifies that Bidder 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.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**NON-COLLUSION AFFIDAVIT**

The undersigned certifies that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. This individual further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**EQUAL OPPORTUNITY**

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**SEXUAL HARRASSMENT POLICY**

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**NO SMOKING**

The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the District's no smoking policy at all times during performance of the contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)



**DRUG FREE WORKPLACE**

Bidder, if having twenty-five employees or more, does hereby certify that pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), it shall provide a drug-free workplace for all employees engaged in the performance of services 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.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

V. **BIDDING SUBMITTAL CERTIFICATIONS**

The undersigned individual further certifies that:

1. He or she is the duly authorized agent of Bidder; that Bidder has given him / her actual authority to submit this base bid and alternate bids; that he / she is expressly authorized by Bidder to execute these certifications on Bidder's behalf; and that the District may rely upon all certifications submitted.

2. Bidder has reviewed and fully understands the scope of the contract, has completely reviewed the general and specific conditions and requirements of the contract, and is aware of all applicable laws and their requirements.

3. Bidder has the necessary equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the contract.

4. Bidder is the following type of business entity, in good standing with the State of Illinois: \_\_\_\_\_ Bidder is duly authorized by the State of Illinois to conduct business in Illinois.

5. All figures and responses submitted by Bidder on this bid are true, complete, and accurate. All documents attached to and submitted with this bid are true, complete, and authentic.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

## VI. **BIDDER'S QUALIFICATIONS**

To assist the District in determining which Bidder, if any, is better able to serve all the criteria to be considered when reviewing Bids, each Bidder should furnish a description of its experiences in the field of kitchen equipment purchase and installation including, as a minimum, a list of at least three (3) School District locations where the Bidder was in the past or is currently engaged in providing Services similar to those described herein. For each location listed, the Bidder shall provide the following:

1. The name of the primary contact person for the entity to which similar construction services were provided;
2. The date on which similar construction services were commenced;
3. The date on which similar construction services ceased;
4. The type of construction services provided; and
3. Whether the Bidder has ever been subject to any claim or legal action relating to breach of contract, breach of representations or warranties, or construction defects and, if so, why.
4. The date on which this document was prepared and Signature of Bidder.

If construction services have not been provided to a School District in the past, the Bidder should furnish a list of at least three (3) locations similar to a School District where the Bidder was in the past or is currently engaged to perform similar construction services. For each location listed, the Bidder shall provide the same information requested above.

**END OF BID FORMS.**