# ARLINGTON HEIGHTS SCHOOL DISTRICT 25 Food Service Equipment Bid

#### **Invitation to Bid**

Bidders are invited to submit bids in conformance with the requirements established by the specifications herewith.

<u>BID OPENING DATE:</u> All bids must be received by 9:00 a.m. local time, Monday, May 5, 2025, addressed to Sandy Voss, Director of Food & Nutrition Services, 1200 S. Dunton, Arlington Heights, IL 60005.

<u>BID SUBMITTAL:</u> The Food Service Equipment Bid Form - South & Thomas is included with these specifications. One copy of each page of the Bid Form (or exact facsimile thereof) must be filled in, executed by the vendor, and submitted in a sealed envelope, which must be clearly marked "FOOD SERVICE EQUIPMENT BID".

**RETAILER'S OCCUPATION TAX:** Sales of any kind to Arlington Heights School District 25 are exempt from the Retailer's Occupation Tax (both State and Local) and the Service Use Tax.

<u>BID</u>: In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the bidder hereby proposes, offers and agrees if this bid is accepted within sixty (60) calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

**REJECTION OF BIDS:** The District reserves the right to reject any and all bids and to waive any or all informalities in connection with the bids.

**EQUAL OPPORTUNITY:** All bids to be considered by the District shall include the signed Certifications included in this document.

Thank you for your time and interest in bidding on this project.

Sincerely,

Sandy Voss Director of Food & Nutrition Services svoss@sd25.org 847-758-4904

## ARLINGTON HEIGHTS SCHOOL DISTRICT 25 Food Service Equipment Bid

#### **Instruction to Bidders**

#### **SECTION A**

#### I. General Instructions

- A. Bid shall be submitted in an envelope properly marked with the title of bid, date, and time of opening.
- B. Seal and deliver to the Director of Food & Nutrition Services on or before the time scheduled for the opening. A facsimile bid received via phone lines will not be accepted as a legitimate bid.

The School District cannot assume responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District before the specified deadline. **Bids received after the time specified in the Invitation to Bid will not be considered.** 

- C. Each bidder shall submit their proposal only on the bid form provided. Failure to do so shall be cause for rejection. Please return one (1) copy of the form completely filled in with unit prices and extensions. All bids must have extended total costs.
- D. Unsigned or late bids will not be accepted.
- E. Quantities shown are estimates only and orders may be more or less depending on actual requirements.
- F. Arlington Heights School District 25 is exempt from Federal, State and Local taxes.
- G. **Each bidder shall include in their pricing the total cost of assembly, freight and delivery charges.** All items are to be bid in an assembled condition. Deliveries will be to the various buildings within the District. The successful bidder shall assume full responsibility for all freight claims. Shipment shall become the property of the consignee after delivery and acceptance.
- H. Correspondence shall be addressed to Sandy Voss, Director of Food & Nutrition Services.
- I. Bids are available for inspection in the Business Office after award of order.
- J. Each bidder shall include with their bid proposal detailed specifications if items approved alternates are bid.

#### II. Specifications

In general, if a particular brand of an item is requested, it has been designated for its proven performance and/or compatibility with equipment already in use. If offering an alternate it must be of equal quality, color, and style and must be identified by brand name, catalog number, and have manufacturers' literature included. It shall be at the discretion of the school district whether an alternate is acceptable.

#### III. Errors and Omissions

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered. Bidders will be held strictly to the proposals as submitted. Should a bidder find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, he/she shall advise Stacey Mallek, Assistant Superintendent for Business/CSBO, (847) 758-4880 who will issue the necessary clarifications to all prospective bidders by means of an addendum. In case of a discrepancy between the unit cost and the extended total, the unit cost shall prevail.

#### IV. Firm Bid

All bids will be considered to be firm for a period of sixty (60) days from the date established for the bid opening. School District 25 reserves the right to award each item to a different bidder or all items to a single bidder.

#### V. Withdrawal of Bids

Bids may be withdrawn by letter, facsimile, or in person prior to the time and date established for the opening of bids.

#### VI. <u>Investigation of Bidders</u>

The Business Office will make such an investigation as is necessary to determine the ability of the bidder to fulfill the bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in this bid. The District reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of this contract.

#### VII. Reservation of Rights by the District

The District reserves the right to reject any or all bids, to waive irregularities, or to accept the bid or any portion of the bid, which is considered to be in the best interest of the District.

#### VIII. Compliance with Legislation

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft of type of workmen or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor.

It shall be mandatory that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, nation of origin or ancestry; and further that they will comply with all provisions of the Illinois Fair Employment Practices Commission as required by the Rules and Regulations for public contracts.

The following statutes also govern the work: The Illinois Human Rights Act (including the requirement that every party to a public contract shall have adopted a written sexual harassment policy).

## IX. **Exceptions**

Any exemptions to these conditions or deviations from written specifications must be in writing and attached to the bid form.

#### X. Contract Award

Contracts shall be awarded to the lowest responsible bidder complying with the conditions of the contract.

#### XI. Packing List

Packing list must be included with each shipment. Purchase order number and vendor name must appear on the outside of each carton and on each packing list and invoice.

### XII. <u>Delivery & Installation Schedule</u>

All items are to be delivered and installed between July 1, 2025 - August 1, 2025. Any bidder proposing a different delivery timeline must indicate the exception in their bid.

## XIII. Signature Constitutes Acceptance

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

#### XIV. F.O.B. Point

All prices must be quoted F.O.B. Destination and are to be delivered to the various schools within District 25.

## XV. Warranty

Each supplier shall warrant the equipment on contact award for a period of one year from the date of acceptance. The warrant shall cover all materials and labor connected with the supplier's equipment. Equipment manufacturer warranty shall be provided as an attachment to the bid form if not stated specifically in the specifications as listed.

#### **CERTIFICATIONS**

- 1. <u>CERTIFICATION</u> The undersigned bidder or contractor hereby certifies that he/she is not barred from bidding on this contract as a result of a violation of either the **bid-rigging or bid-rotation** provision of Article 33E of the Criminal Code of 1961 as amended. The bidder also certifies that he/she has read, understands and agrees that acceptance by Arlington Heights School District 25 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. District 25 may declare the contract void if the certification is false.
- 2. NON-COLLUSION AFFIDAVIT The undersigned bidder or agent states that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/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. Bidder further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.
- 3. PREVAILING WAGE The undersigned bidder of contractor hereby certifies to be in compliance with Public Act 94-0515, which amends the Illinois Prevailing Wage Act effective August 10, 2005. This Act requires the contractor or subcontractor to certify the wages paid to all laborers, mechanics, and other workers, will not be less than a general hourly rate of pay required by law. Details at http://www.state.il.us/agency/idol/rates/rates.HTM.
- 4. FAIR EMPLOYEE PRACTICES It is mandatory that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further that he will comply with all provision of the Illinois Fair Employee Practices Commission as required but the Rules and Regulations for Public Contract.
- 5. TOXIC SUBSTANCE The successful bidder must comply with the Toxic Substance Act (PA83-240a). This Act requires that a Material Safety Data Sheet be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to vendor will not be made until MSDS is provided.
- 6. <u>SEXUAL HARRASSMENT CLAUSE</u> Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. District 25 is in compliance with this law.
- NO SMOKING CLAUSE Bidder agrees that he, his employees and sub contractors, will abide by the District 25 no smoking policy on all District 25 sites.
- 8. <u>DRUG-FREE WORKPLACE</u> Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while on District 25's premises or while performing work for the district.

By signing this document, I state and declare that the Bidder/Contractor listed below and I are in compliance, and comply with all of the Certifications listed herein.

Signature	Bidder/Contractor
Firm	Phone/Fax
Address	E-mail
City, State, Zip	Date