



## E.H. Mellon Administrative Center

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703 South New Street  
Champaign, Illinois 61820-5818

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

February 27, 2018

BID: CAFETERIA: Equipment  
DUE: **Monday, March 20, 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 St., 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](mailto:johnsomi@u4sd.org). Clarification requests received less than five (5) working days (March 13, 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 (2<sup>nd</sup>) and fourth (4<sup>th</sup>) 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  
 DR HOWARD CAFETERIA EQUIPMENT SPECIFICATIONS AND BID FORM

EQUIPMENT	STYLE/MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
CONVECTION OVEN, GAS	Blodgett Oven Model BDO-100-G-ES DBL	Double deck, standard depth, capacity (5) 18" x 26" pans, (5) stainless steel racks and (11) rack positions, chrome plated door handles, (SSM) solid state manual controls, stainless steel doors, dual pane thermal glass windows, cooling fan, porcelain cavity, lights, full angle iron frame, stainless steel construction, ¾ hp blower, cETL, NSF, ENERGY STAR® Two (2) year parts and one (1) year labor warranty, 115 VAC, 1 phase, 8 amp, 60 Hz 6" Swivel plate casters	1		
PROOFER CABINET, MOBILE	FWE/Food Warming Equipment Co., Inc Model PHU-12	Model PHU-12 Proofer/Heater Cabinet, mobile (12) pair universal tray slides, (12) 18" x 26" or (24) 12" x 20" pan capacity 4 1/2" OC, adjustable on 1-1/2" increments, humidified proofer/heating system, adjustable thermostat, individual proofer controls, insulated, removable water reservoir, (1) flush mounted door, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, UL cUL, NSF, ENERGY STAR®, standard (US) Electronic controls Dutch doors all swivel casters Full extension bumper	1		

EQUIPMENT	STYLE/MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
CONVECTION STEAMER, COUNTERTOP	AccuTemp S62083D120	Model S62083D120 Steam'N'Hold Boilerless Convection Steamer, countertop, electric, holds (6) 12" x 20" x 2-1/2" deep pans, vacuum cooking, manual mechanical timer controls, NO water or drain connections required, 5' cord & ENERGY STAR® Lifetime service and support guarantee Alternate voltages available, contact factory for details Door hinged on right standard Model SNH-10-00 Support stand, for single Steam'N'Hold or Evolution units, standard mounting height: 34-7/8" to bottom, stainless steel, with adjustable bullet fee Model AT1A-3463-1 Drain kit allows a drain to be plumbed to the Steam'N'Hold Steamer or Connectionless Steamer for draining into a floor drain	1		
DISHWASHER, DOOR TYPE, VENTLESS	Manufacturer: Hobart Model: AM15VL-2	Ventless Door Type Dishwasher, Energy Recovery, hot water sanitize, internal condensing system, 40 racks/hr, Straight-thru or corner, solid-state controls with digital status, booster heater, electric tank, auto-fill stainless steel tank, doors & feet, ENERGY STAR® Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA Three (3) Combination rack Three (3) Peg rack Single point electrical connect AM15 kit Drain water tempering kit	1		
HOT FOOD WELL, DROP-IN, THREE PAN	Manufacturer: Vollrath Model: 3640470	Hot Food Well Unit, Drop-In, electric, (3) 12" x 20" individual 20 gauge stainless steel insulated wells, 41-1/2"W x 26"D x 21 1/2"H (overall), wet or dry operation, individual thermostatic controls mounted in panel with 3 ft cord, power indicator light, drip-free flange, 1" copper manifold drain with individual well shutoffs & manifold shutoff, 18 gauge stainless steel top, 18 gauge galvanized exterior housing, includes positioning clips, per well, 6 ft cord with, NSF, cULus, Made in the USA	1		

EQUIPMENT	STYLE/MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
HOT/COLD FOOD WELL, DROP-IN, ONE PAN	Manufacturer: Vollrath Model: 3667101D	Hot/Cold Well, Drop-In, top mount, (1) pan, remote mountable panel with on-off switch, hot/cold toggle with indicator lights for hot or cold, thermostatic temperature rotary knob control in hot mode, preset cold control, automatic drain standard, 300 series stainless well & flange, galvanized wrapper, refrigerated/heating mode, 120v, , cULus, NSF, NSF7, Made in USA (4-week lead time)	2		
THREE (3) COMPARTMENT SINK	Manufacturer: Eagle Group or equal by Advance Tabco, Aero, Atlanta Custom Fab Model: FN2860-3-48-14/3	Sink, three compartment, stainless steel, with 48" left-hand drainboard & 36" right-hand drainboard, 28" front-to-back x 20"W compartment, 16"D, with 10"H splash, stainless steel open frame base, boxed crossrails, 2 set of faucet holes 13/304 stainless steel, NSF Provide 1" turndown at backsplash Secure the worktable to the wall using 16ga. Stainless Steel "Z" clips Individual fabricated sink bowls welded in place – 14/304 All welded construction Side splash when located next to wall Three drain baskets	1		

**TOTAL** \_\_\_\_\_

**SEND SPECIFICATIONS AND WARRANTY INFORMATION ON ALL OF THE ABOVE EQUIPMENT MUST BE DELIVERED TO 1400 HAGAN ST, CHAMPAIGN IL BY MAY 22, 2018**

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

**SIGNATURE PAGE**

**DR HOWARD 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 May 22, 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 its 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.



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

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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.

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Organization Name

Award Number or Project Name

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Name and Title of Authorized Representative

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Signature

Date

APPENDIX B TO PART 3018—DISCLOSURE FORM TO REPORT LOBBYING

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p>		<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ _____      <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____      <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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

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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.

**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: DR HOWARD 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.