

INVITATION FOR BID

KITCHEN EQUIPMENT

BID DUE: Tuesday, November 20, 2018 at 10:30
a.m.

Joppa-Maple Grove School District #38

911 Joppa North Ave.

Joppa, IL 62953

Contents

Section I	Information for Bidders
Section II	Specifications, Bid Form
Section III	Certification by Bidder
Attachment A	Facility Locations

BID INVITATION

The Board of Joppa-Maple Grove School District (JMG) will receive sealed bids for kitchen equipment as described herein and subject to the conditions hereinafter stipulated until 10:30 a.m. C.S.T. on Tuesday, November 20, 2018 at which time they will be publicly opened and read aloud at the Joppa High School Conference Room, 911 Joppa North Avenue, Joppa, IL 62953. **BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.** The Board does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been received by JMG before the deadline. Bids received after the time specified in this bid invitation will not be considered.

All bids are to be enclosed in a sealed envelope clearly marked “Kitchen Equipment Bid” and should be delivered to:

Joppa-Maple Grove School District #38
Attn: Terri Waddell, Principal
911 Joppa North Avenue
Joppa, IL 62953

For information regarding the bid specification please contact Terri Waddell at (618) 543-7589 or twaddell@joppa38.com

The Board reserves the right to reject any or all proposals in whole or in part or to accept that which is in the best interest of Joppa-Maple Grove School District. Award of Contract shall be based on the fees charged, experience, reputation, and the financial stability of the Contractor as well as strict compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board. The Board reserves the right to waive any and all formalities.

INFORMATION FOR BIDDERS

SECTION I

1. Notice is hereby given that sealed proposals for all material outlined on the attached listing for Joppa-Maple Grove School District #38, Joppa, Illinois shall be received at the District Unit Office, 911 Joppa North Avenue, Joppa, IL 62953, on or before 10:30 a.m. on November 20, 2018, at which time they will be opened and read aloud. **BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.** **JMG cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been “received” by JMG before the specified deadline. Bids received after the time specified in the invitation to bill will not be considered.**

2. BID DOCUMENTS:

Bidding Documents consist of instructions to bidders, specifications and bid forms and may be obtained after 8:00 a.m. on October 26, 2018 from Joppa-Maple Grove School District #38, 911 Joppa North Avenue, Joppa, IL or on our website, <http://www.joppa38.com>.

Bidders shall carefully examine the entire contents of bidding documents to become thoroughly familiar with all requirements. The submission of a bid will constitute an inconvertible representation by the bidder that the bidding documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions.

A complete set of bidding documents shall be used in preparing bids. Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

Owner, in making copies of bidding documents available on the above terms, does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. SUBMISSION OF BIDS:

Bids shall be complete and properly executed, and when required, accompanied by proper bid security. Bids shall be submitted on the bid form included in this packet. Bids containing clauses, phrases or other alterations which modify the enclosed bid form shall be cause for rejection. Bids shall be signed with the name typed below the signature. Where bidders is a corporation, bids must be signed with the legal name of the corporation followed by name of the State of incorporation and legal signature of an office authorized to bind the corporation to a contract.

Submit bids in an opaque, sealed envelope. Identify the envelope with: 1) Project name, 2) Owner's name and address, 3) phone number, 4) name of bidder, 5) type of bid, and 6) bid enclosed. Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, but any resubmission must be received by the bid opening.

4. EXAMINATION OF SPECIFICATIONS:

Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.

5. ADDENDA:

Should a bidder find, during the examination of the Bidding Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Bidding Documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of JMG for answer and interpretation. JMG will review the questions, and where information sought is not clearly shown on the Bidding Documents or specified, JMG will make an addendum to all bidders of record in which the interpretation will be made. JMG will make no interpretations orally and only instructions in writing will be deemed valid. JMG will not be responsible for any oral instructions. All questions must be submitted in writing before 10:30 a.m. on November 13, 2018 so necessary addenda can be delivered. Questions may be submitted to Terri Waddell via email at twaddell@joppa38.com. All bidders must supply an email address for the delivery of any Addenda. It is the responsibility of the bidders to be certain they have received the issued Addenda.

6. The Board of Joppa-Maple Grove School District #38, reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. Owner further reserves the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

It is the intent of JMG to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of JMG as determined by the Executive Board. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or project will be completed in accordance with proposed contract documents.

7. COMMUNICATIONS

All communications, requests, questions, and so forth, shall be addressed to Terri Waddell at twaddell@joppa38.com.

8. QUOTATIONS AND BIDS

The contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

9. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry,

citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all Sub-contracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

10. Meet regulations relating to energy efficiency which are contained in the Illinois Energy Conservation Code.

11. Allow access by duly authorized representatives of the School Food Authority, State Agency, United School Food Authority States Department of Agriculture or Comptroller General to any books, documents, papers and records which are directly pertinent to this contract.

12. Maintain all required records for three years after final payment and after all other pending matters are closed.

13. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

14. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. 15. Each bid must be accompanied by a 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 section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

SECTION II

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NUMBER: _____

BIDDER'S FAX NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

BIDDING PROCEDURE:

The bid will be awarded on the basis of the lowest and best bid from the most responsive and responsible bidder, which meets specifications. Consideration is given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, service and past performance of the vendor. The contract documents consist of the contract, any written amendment to the contract, the Bid Specifications and any addenda thereto, the completed Bid Proposal form, Instructions to Bidders, Notice Inviting Bids, and Bid Bond (if any).

A responsive bidder is defined as a person or firm, which has submitted a bid/proposal, which conforms in all material respects to the invitation to the bid or request for proposal.

A responsible or qualified bidder means a person or firm with the capability, in all respects, to perform fully the contract requirements and the integrity and reliability to assure good faith performance.

Failure to provide information to determine responsibility in response to a condition of a bid/proposal requiring information may be cause for such bid/proposal to be rejected.

No bid shall be modified, withdrawn or canceled for ninety (90) days after the bid opening without the consent of the Board.

Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by JMG to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents.

Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.

Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, no later than

then (10) days prior to bid due date, notify JMG who will, if necessary, send written addendum to all bidders. JMG will not be responsible for any oral instructions. All inquiries shall be directed to the Chief School Business Official. After bids are received, no allowance will be made for oversight by bidder.

BID WITHDRAWAL:

A bidder may withdraw a bid by letter, telegram, facsimile, or in person before the designated time for opening bids. A bidder shall not be permitted to withdraw a bid for any reason after the designated time for opening bids.

SUBSTITUTIONS:

1. Each bidder represents that their bid is based upon the materials and equipment described in the bid documents.
2. Any dealer bidding on a National Brand or Equal Product must specify brand name/equal model number and supply specifications of product. The Executive Board shall be the sole judge of whether an article shall be deemed to be equal.

PRICES and PAYMENT:

Prices for any and all products and/or Services will be at the prices set out in Bid. The prices indicated on the Bid Tabulation Pages shall not be increased for the duration of this Contract.

A price increase will be considered by the Board of Education when the Bidder can show cause substantiating the need for an increase and will be allowed only at the Board of Education's sole discretion. Prices as stated must be complete for the product/services offered and shall include all associated costs, **including delivery.**

Payment will be made only after correct presentation of claim forms or invoices as may be required and in accordance with the Illinois Local Government Prompt Payment Act [50 ILCS 505/1].

Payments of any claim shall not preclude JMG from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

REJECTION/ACCEPTANCE OF BIDS: The bidder acknowledges the right of JMG to reject any and all bids and to waive informality or irregularity in any bid received. The Executive Board reserves the right to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of JMG to reject a bid if the bidder failed to furnish the date required by the bid documents, or if the bid is in any way incomplete or irregular.

Bid Form: Kitchen Equipment

No.	Manufacturer - Item #	Description	QTY	Unit Price	Total Price
1	Jackson WWS- TEMPSTAR or pre- approved equal brand	Diswasher, Door Type	2		
2	Vulcan, Blodgett or pre-approved equal brand	Convection Oven, Natural Gas	1		

Equipment Specifications

All interested bidders are responsible to schedule visits and obtain all information they deem necessary (photos, measurements, etc.) to successfully provide and install the specified components. The awarded bidder is solely responsible to verify all dimensions and existing conditions before commencing work.

1.0 Dish Machines (2) – CMA, Jackson or pre-approved equal brand meeting specifications listed

1.1 ENERGY STAR® Certified Chemical-Sanitizing Single-Rack Machine 1.2 Warranty to include two (2) years parts and one (1) year labor 1.3 Chemical sanitizing with approximate 40 racks per hour 1.4 In-line scale reduction system 1.5 Fully automatic, including auto-fill, low chemical indicator 1.6 Connected to stainless steel tables, electrical and plumbing

2.0 Convection Oven – Vulcan, Blodgett or pre-approved equal brand meeting specifications listed

2.1 One (1) deck – natural gas 2.2 Manual controls 2.3 Dual open doors with window 2.4 (5) racks, interior lights, stainless steel front, sides, doors, top & legs 2.5 120v/50/60/1-ph, 9.0 amps, 1/2 HP, 70,000 BTU, cETLus, NSF, CE

SECTION III

CONTRACTORS CERTIFICATION

_____, as part of its bid on a contract
(Name of contractor)

for _____ to _____,
(General description of item(s) bid on) (Name of governmental body)

hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
(Authorized Agent of Contractor)

Subscribed and sworn to before me this _____ day of _____

Notary Public

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause.

Name of Bidder (Please Print): _____

Submitted by (Signature): _____

Date: _____

The undersigned hereby certifies that the 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): _____

Date: _____

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Joppa-Maple Grove School District #38 of the Bidder's offer by issuance of a Purchase Order will create a binding contract.

Name of Bidder (Please Print): _____

Submitted by (Signature): _____

Date: _____

Receipt of Addenda:

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

ADDENDUM NUMBER

DATE

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE UNIT OFFICE OF JOPPA-MAPLE GROVE SCHOOL DISTRICT #38 WITH THE UNDERSTANDING THAT SAID JMG EXECUTIVE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. QUOTATIONS SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT A: FACILITY ADDRESSES

Maple Grove Elementary, 1698 Grand Chain Road, Metropolis, IL 62960

Joppa High School, 911 Joppa North Avenue, Joppa, IL 62953