



INVITATION TO BID

for

8.5" x 11.0" Virgin White 20# Paper

April, 2020

Hawthorn Elementary School District 73
841 West End Ct
Vernon Hills, IL 60061
847-990-4200

Invitation to Bid
8.5" x 11.0" Virgin White 20# Paper

GENERAL BID CONDITIONS AND INSTRUCTIONS

I. GENERAL

A. AWARD OR REJECTION

Bidders shall prepare their submission in compliance with the instructions in this package. **ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM PROVIDED IN THIS PACKAGE.** Failure to do so will constitute a NO Bid.

The district reserves the right to reject any or all bids. The bid award will not necessarily be made on the basis of price alone. Suitability to purpose, design, quality, past service, date of delivery, or any other factor deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the Board of Education shall be final and not subject to contest by others.

It is the intention of the district to have a fair and open bid process. Bidders are strongly encouraged to respond to this bid solicitation. Specifications appear in the bid documents for the sole purpose of establishing a minimum acceptable level of quality. Bidders are cautioned that any product that does not meet the minimum level of quality as outlined in the specifications shall not be deemed a responsible bid and as such, will not be considered.

The district reserves the right to award to any vendor, which meets the minimum acceptable level of quality as outlined in the specifications. Products, which are bid but do not meet or exceed the specifications as outlined in the bid documents, will not be considered. Awards may be made on a UNIT, GROUP, OR TOTAL BID BASIS; whichever is more advantageous to the District. The School District has the right to entertain offers of deduct based on Unit, Group or Total Award.

Quantities ordered will meet or exceed quantities specified. Prices will be subject to re-negotiation in the event of being less than specified.

Bids shall remain open and valid and subject to acceptance for ninety (90) days after the bid opening date unless otherwise stipulated. Delivery is expected to be made in June 2020. The Board is expected to award the bid on May 21, 2020.

B. WAIVER

The Board of Education reserves the right to waive any irregularities OR informalities held to be within the scope of the law.

C. INTERPRETATIONS OR CHANGES

Changes in the brand specified for quality level purposes and/or specifications presented in the bid package shall be made by written notice of change and will be mailed to Vendors holding Contract Documents. All changes will become part of the Purchase Order Contract by this reference, and all Bidders shall be bound by such change, whether or not it was received by the Bidder.

Should a Bidder find discrepancies, errors, or omissions in the Documents, the Bidder shall notify the District Business Department no later than ten (10) days prior to the date of the Bid Opening.

D. WITHDRAWAL OF BID

Bids may be withdrawn by the Vendor, prior to the stated time of opening, but may not be withdrawn for a period of ninety (90) days thereafter, unless otherwise required by law.

E. FORCE MAJEURE

The parties to any ensuring purchase order contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, strike, loss or shortage of transportation, facilities, lockout, power failure or reduction, commandeering of materials, products, plants, or facilities by the government, provided that: Satisfactory evidence thereof is presented to the District, and provided that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in the purchase order contract shall be adjusted by a period of time equal to such time lost because of the stated condition.

F. PURCHASE ORDER

The successful bidder(s) shall be furnished a purchase order with the School District's billing instructions. If multiple purchase orders are requested, the total of all purchase orders shall equal the bid total.

G. ASSIGNMENT

The bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

II. QUALITY

A. EQUIVALENT BID PRODUCTS/ALTERNATE BID ITEMS

BID SPECIFICATIONS AND CONDITIONS:

Paper should meet or exceed the following specifications:

20# white xerographic/multipurpose paper should be grain long,

Paper shall be high-speed xerographic quality for back-to-back copying.

Brands shall be specified for samples and orders.

Sample paper - one ream of white Xerographic and one ream of recycled paper shall be submitted with the bid. These samples will be used for testing purposes after the bids are opened.

III. SERVICE

A. BIDDER REFERENCES

All bids must be accompanied by a history of the bidding firm and (3) Customer References (include Name and Phone Number of contact person or persons) to help indicate the bidder's fitness as an acceptable source for this bid and their ability to provide service for any awarded items.

IV. PRICING

A. SUBMISSION

All bids shall be submitted in a sealed envelope and delivered to the District Office of the School District, located at 841 West End Ct, Vernon Hills, IL 60061 on or before Thursday, April 9, 2020 no later than 9:00 am.

The sealed envelope should be addressed to:

Sealed Bid-Paper
c/o Abe Singh, Director of Finance and Business Operations
Hawthorn School District 73
841 West End Ct
Vernon Hills, IL 60061

Any questions regarding the bid should be directed to Abe Singh at
singha@hawthorn73.org.

Bids received in "EXPRESS MAIL" or other specialized mailing envelopes will be opened to reveal contents. Therefore, the contents of such envelopes should be sealed and marked as specified above. Faxed Bids will NOT be considered.

It is the responsibility of the bidder to ensure that their bid and subsequent addenda's, if any, arrive prior to the above stated Time and Date. Any Bids declared by the District to be "Late" will be deemed a No Bid.

All prices or notations must be typed or written in ink on the Bid Proposal form provided. Any corrections that are made must be initialed. Verify all Bids before submission, as they may not be corrected after the proposals are opened. No oral or telegraphic modifications will be considered.

B. TAX

Prices should NOT include Sales Tax. Do NOT include Federal Excise Tax. As a school district, Hawthorn is exempt from these.

C. ADDITIONAL CHARGES

No charge for shipping, containers, packing, drayage, or any other purpose will be allowed over and above the prices bid.

V. DELIVERY

A. FREIGHT CHARGES

Prices shall be FOB Destination/School District. Therefore no charges for freight will be allowed over and above the prices bid. Paper will be dropped at 8 locations within a five-mile radius. The driver should move the paper to the rear of the truck, and our staff using a forklift will remove it. The delivery driver will notify the district at least 24 hours in advance of delivery, so that we can schedule a driver to meet them at each site and unload the truck. Orders shall be delivered in their entirety at one time unless prior arrangements are made.

The locations are as follows:

- Elementary North 301 Hawthorn Parkway, 60061 receives 200 cases of copy paper.

- Middle North 201 Hawthorn Parkway, 60061 receives 280 cases of copy paper.
- Townline Elementary 810 Aspen Drive, 60061 receives 330 cases of copy paper.
- Middle South 600 N Aspen Drive, 60061 receives 220 cases of copy paper.
- Aspen Elementary 500 N Aspen Drive, 60061 receives 280 cases of copy paper.
- Elementary South 430 N Aspen Drive, 60061 receives 290 cases of copy paper.
- Young Learners 635 North Aspen Drive, 60061 – receives 180 cases of copy paper.
- Maintenance / Tower Building 910 Tower Road, Mundelein, 60060 receives
360 cases of copy paper.

B. FREIGHT DAMAGE

The bidder is responsible for the filing of all Freight Damage related claims. The School District has up to sixty (60) days after delivery of Awarded Products by the freight carrier, in which to notify the Vendor of said damage. All Freight Damage is the sole responsibility of the Vendor and the School District is exempt from any replacement costs and/or Paperwork due to said Freight Damage.

VI. HOLD HARMLESS AND INDEMNITY

A. INSURANCE

The Vendor must maintain insurance coverage for Workers' Compensation, Automobile and Public Liability Insurance in an amount not less than \$500,000 for one (1) person injured in any one (1) accident and not less than \$1,000,000 for more than one (1) person in any one (1) accident, naming the School District, its Board of Education, employees, agents and volunteers as an additional insured. The District reserves the right to require evidence of the above insurance coverage and a Certificate of Insurance will be required in such cases.

B. SAFETY

All equipment and supplies furnished shall meet all applicable regulations of the prevailing Codes and applicable safety regulations of the Division of Industrial Safety of the State of Illinois and Health and Safety Code of the State of Illinois.

C. DEFENSE

The Vendor shall assume the defense of and shall pay, indemnify and save harmless the District, its Board of Education, agents, employees and volunteers from all suits, actions, claims, damages, losses and costs of every kind and description to which they or their agents, employees or volunteers may be subjected by reason of injury, including death, to persons, or damage to property resulting from or growing out of any act of commission or omission by the Vendor, its agents or employees, or its subcontractors.

Said defense will be applicable in connection with any activity, including any removal, relocation, construction, installation or maintenance work, service or operation being undertaken or performed by or for the Vendor whether on or off the site or any portion thereof, whether such suits, actions, claims, damages, or its agents and employees, or by other persons, corporations or legal entities to whom the district or its agents, employees and volunteers may be liable.

D. ASSIGNMENT

The Bidder shall not assign or transfer by operation of law or otherwise any or all of their rights, burdens, duties or obligations without the prior written consent of the surety on the contract bond and the District.

E. LABOR LAWS AND PREVAILING WAGES

All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all Contractors working on public works. Bidder must comply with the Illinois Statutory requirements regarding labor, including Equal Employment Opportunity Laws.

VII DOCUMENTS

The following Documents are Signed and/or Included in the Bid Package. Failure to comply will be considered a "No Bid".

Yes No

___	___	Bid Proposal Form.
___	___	Certification regarding bid rigging or bid rotation, Prevailing Wage, Sexual Harassment and Drug Free Workplace.
___	___	Anti-Collusion Affidavit Of Compliance and Certificate Of Eligibility To Contract
___	___	Certificate Of Non-Discrimination
___	___	Certification Regarding Criminal Background Investigations
___	___	Certificate Of Compliance With Illinois Human Rights Act

Having read carefully the bidding conditions and the specifications, the undersigned submits the following bid. List any special conditions with regard to this bid in the following space:

Bids are due Thursday, April 9, 2020 no later than 9:00 am.

**Hawthorn School District 73
841 West End Ct
Vernon Hills, IL 60061**

Bid Proposal
8.5" x 11.0" Virgin White 20# Paper

Bids Due April 9, 2020 no later than 9:00 a.m.

Bid price per case delivered \$ _____

Total for 2,140 cases delivered \$ _____

The undersigned acknowledges that the governing board of the Hawthorn School District #73 reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding process.

Name of Company _____

Address _____

Phone number _____

Email address _____

By _____
(Authorized Agent of Contractor)

Print Name _____

Date _____

CERTIFICATION

The bidder 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.

PREVAILING WAGE

The contractor shall comply with the present Prevailing Wage Act (820 ILCS 130), which provides that no less than the prevailing rate of wages, as founded by the Department of Labor, shall be paid to all laborers, workmen and mechanics performing work on this contract. The most current list of prevailing wages can be obtained without charge by writing the Conciliation Mediation Service, Illinois Department of Labor, 705 Stratton Office Building, Springfield, Illinois 62706.

SEXUAL HARRASSMENT

Each Bidder certifies that he has complied with the requirement of 2-105 of the Illinois Human Rights Act (775ILCS5/2-105)-1257) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

DRUG FREE WORKPLACE

The bidder or contractor, having 25 employees or more, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30ILCS580/3) that he shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that he is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signed: _____

Name (printed): _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

My Commission Expires: _____
(Notary Public)

ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element or said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

CERTIFICATE OF ELIGIBILITY TO CONTRACT

I, _____ pursuant to Section 5/10-20.21(b) of the School Code, hereby certify that neither I nor any of my partners, or officers or owners of

_____ (NAME OF BUSINESS)

Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 et seq., as amended; Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended; have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of _____ and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 at seq. In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

Signed: _____

Name (printed): _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

My Commission Expires: _____
(Notary Public)

CERTIFICATE OF NON-DISCRIMINATION

I, _____, as an authorized agent, do hereby certify that,

_____ does not engage in discriminatory practices
NAME OF BUSINESS

regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILLS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification proves false.

Signed: _____

Name (printed): _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

My Commission Expires: _____
(Notary Public)

CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one or more of the following offenses set forth in the Criminal Code of 1961, 720 ILCS 5/1-1 et. seq., Sections 11-6 (Indecent solicitation of a child), 11-9 (public indecency), 11-14 (prostitution), 11-15 (soliciting for prostitute), 11-15.1 (soliciting for a juvenile prostitute), 11-6 (pandering), 11-17 (keeping a place of prostitution), 11-18 (patronizing a prostitute), 11-19 (pimping), 11-19.1 (juvenile pimping), 11-10.2 (exploitation of a child), 11-20 (obscenity), 11-20.1 (child pornography), 11-21 (harmful material), 12-15 (criminal sexual assault), 12-14 (aggravated criminal sexual assault), and/or those offenses defined in the "Cannabis Control Act", 410 ICS 550/1, et. seq. (except paras. 704 and 705 of that Act), and/or those offenses defined in the "Illinois Controlled Substances Act", 720 ILCS 570/100 et. seq., and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall [not] be employed thereby in any position that

involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated Contractor by its duly authorized officer.

Signed: _____

Name (printed): _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

My Commission Expires: _____
(Notary Public)

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

_____ (Contractor), does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that (he, she it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (fi) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission ; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

By: _____

Its: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2020.

My Commission Expires: _____
(Notary Public)

