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INVITATION TO BID

Batavia School District 101 will accept sealed bids for **Xerographic Copier Paper** at the address listed below until 10:00 AM, July 10, 2017. The award of bid is subject to approval by the Board of Education.

BID SPECIFICATIONS

Delivery will be to one location at 804 W. Main Street, Batavia, IL. Quantities for delivery are subject to change with 48 hours' notice.

The bid will be awarded to the lowest responsible bidder selected by the Board of Education. Administrative recommendation of the winning bidder is scheduled to be presented to the Board of Education for approval at the July 18, 2017 meeting.

Please complete the attached Bid Form(s) and certification forms, signed and notarized, and submit in a sealed bid envelope clearly marked: **BID – Copier Paper** by July 10, 2017 at 10:00 AM to: Batavia School District #101, 335 W. Wilson Street, Batavia, IL 60510. No electronic submissions will be accepted.

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS:

1. Bid Form
2. Contractor's Certification
3. Prevailing Wages Statement
4. Illinois Drug-Free Work Place Form
5. Written Sexual Harassment Policy Form
6. Contractor Information Form



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BID FORM

	Total # of Cases	Price per Case	Total cost
White	900	_____	_____
Recycled White	900	_____	_____
Green	10	_____	_____
Canary	20	_____	_____
Buff	5	_____	_____
Pink	10	_____	_____
Blue	10	_____	_____
Goldenrod	20	_____	_____
Lavender	20	_____	_____

TOTAL CASES 1895 **Total Paper Bid Cost** _____

The Board is exempt from Federal excise taxes, Federal Transportation taxes, and Illinois Retailers Occupation and Use Taxes; and these should not be included in the bid price. Federal Employment Identification No. 36-6004748.

FIRM NAME _____ BY _____

ADDRESS _____ CITY _____ STATE _____

ZIP CODE _____ PHONE NUMBER _____



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Quarterly Delivery Schedule

Quarterly Delivery Schedule:						
		Total				
Delivery Location		Cases	31-Jul-17	27-Oct-17	26-Jan-18	27-Apr-18
	White	900	250	250	200	200
	Recycled	900	250	250	200	200
	Green	10	2	2	3	3
	Canary	20	5	5	5	5
804 W. Main St	Buff	5	2	1	1	1
Batavia, IL 60510	Pink	10	2	2	3	3
	Blue	10	2	2	3	3
	Goldenrod	20	5	5	5	5
	Lavender	20	5	5	5	5
*Delivery Quantities are subject to change with 48 hours' notice						



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GENERAL BID INSTRUCTIONS

Sealed Bids

Sealed bids will be received by the Board of Education (Hereinafter "Board"), for the purchase of goods/services as set forth in the Project Specifications and/or plans which are attached hereto and incorporated herein.

Modification

These documents shall constitute the entire agreement between the parties upon the award of the contract. No change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board. Any change, addition, or amendment of the terms shall be tendered in the bid envelope on the alternate proposal form with an explanation of the proposed alternate.

Bid Submission

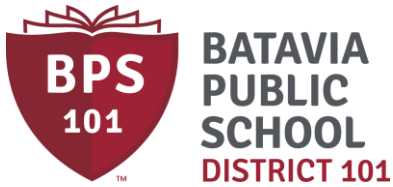
The bid proposal forms shall be submitted at the offices of the Board located at 335 W. Wilson St, Batavia, IL 60510. The sealed bid must be submitted on the forms provided within the time frame set forth in the Project Specifications. Unsigned bids will not be accepted.

Change or withdrawal of bids

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the Board before the latest time specified for submission of bids. However, after the closing time for the receipt of bids, no bidder shall modify, withdraw, or cancel a bid for a period of ninety (90) calendar days.

Late Bids

Bids received after the time specified in the invitation to bid will not be considered. The method of transmittal of the bid proposal is at Bidder's risk of untimely receipt by the Board.



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Award of Bids

The Board reserves the right to reject any and all bids or any part thereof, to waive immaterial technicalities in the bidding, and to accept the bid deemed most favorable to the interest of the Board after all bids have been examined and evaluated. Contract shall be awarded to the lowest responsible bidder as determined by the Board.

Title and Risk of Loss

Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by Seller. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

Inspection

All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in materials or workmanship or which fail to meet the specifications contained herein or Seller's warranties (express or implied). Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of rejection. As to rejected goods, Seller shall bear all costs of inspection and all risk of loss.

Payment and Price

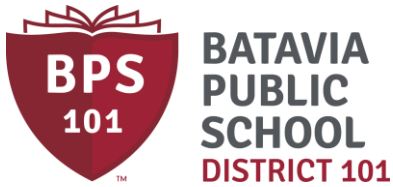
Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein.

Procurement Cards

The Board reserves the right to issue payment using a procurement card.

Shipping Instructions

Unless otherwise specified, packages must bear Board's order number and bulk containers must also show gross and net weights and/or quantity. No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.



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Deliveries

Time is of the essence. Deliveries shall be made to the Board's designated delivery site.

Rejection and Cancellation

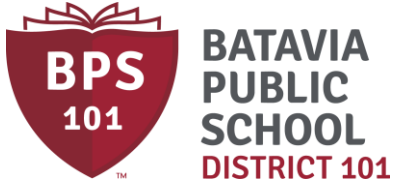
The Board reserves its rights to reject any goods and to cancel all or part of any sale if Seller fails to deliver all or any part of the goods described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate the Board to accept future shipments nor deprive it of its rights to revoke any of acceptances theretofore given. If Seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or if a receiver for Seller is appointed or applied for, or if any assignment for the benefit of creditors is made by Seller, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

Waivers

The Board's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

Warranties

Seller makes the following warranties to the Board and users of the good herein described: (a) It will, at the date of delivery, have good title to any and all goods supplies there under, and said goods will be fit and clear of any and all liens and encumbrances; (b) Any and all goods supplied there under will be of merchantable quality; (c) Any and all goods supplied there under will be fit for the particular use intended, will be free from defects, whether patent or conformity with the specifications contained herein. Seller agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by Seller. Seller shall, at its sole cost and expense, promptly repair or replace to the Board's satisfaction all goods/services received for a period of one year from date of delivery, unless the Project Specifications require a greater warranty period.



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Patent Infringement

Seller agrees to indemnify and hold harmless the Board, its successors, assigns, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Seller agrees that it will assume the defense of any and all such suits and pay all costs and expenses incidental hereto.

Items must be new and current. Unless otherwise specified in the specifications, all items and commodities must all be new and of the latest model, crop, or manufacture.

Unit and Total Prices

The price for the units specified in the Project Specifications should be clearly shown for each separate item in the space provided on the bid form. Only one unit price should be quoted for each item and this unit price should be according to the unit of measure as shown in the bid invitation. The total price for the quantity requested should also be shown. If the group totals are requested in the Project Specifications, bidders should show group totals on the space provided.

Time Price Will Be Firm

Pricing given must be firm for the entire contract period of 7/1/16 – 6/30/17.

Delivered Price

Unless otherwise specified in the Project Specifications, **your bid price must be a delivered price, F.O.B. and Board's destination, with all transportation and handling charges paid by the bidder.**

Earliest Delivery Time

Seller must make delivery upon receipt of order unless otherwise specified in the Project Specifications. Seller must indicate time required for delivery on bid.

Maintenance and Repair Services

If the Project Specifications provide that the successful bidder must provide maintenance or repair services, each bidder should explain in the bid how the services will be provided (that is, whether by the bidder or through an arrangement with another person or firm).



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Default

Should bidder fail to fulfill any and/or all terms and conditions of the agreement, he shall forfeit the bid security (if applicable) as well as be subject to any and all other remedies available to Board.

Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner effect the preparation of proposals or the performance of the contract.

Selected Bidder on public work projects will be required to provide a satisfactory Performance Bond and Labor & Material Payment Bond covering the full performance of the contract.

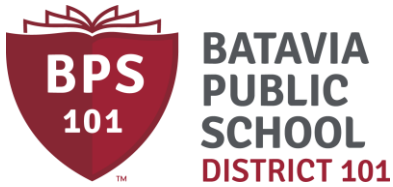
All laborers, mechanics and other workmen employed on public works projects shall be paid no less than the prevailing hourly wage rate determined by the Illinois Department of Labor.

Interpretation of contract documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Business Manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Business Manager. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.

Taxes

The Board is exempt from paying Illinois Use Tax and sales to the Board are exempt from Illinois Retailer's Occupation Tax. The Board is exempt from paying Federal Excise Taxes.



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Federal Transportation Tax

In computing transportation costs, bidders should not include any federal transportation tax, because the Board is exempt.

Other Conditions or Provisions

1. Contractors must assure that all persons employed by Contractor, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap or national origin. Contractor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.
2. It is hereby stipulated that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education and that Contractor and all Subcontractors shall in all other respects comply with the Prevailing wage Act, Ill. Rev. Stat. 1985, ch. 48, par. 39S-1, et. seq. in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate or hourly wages to be paid under this contract for any trade or occupation, the Board of Education will notify Contractor and each Subcontractor of the change in prevailing rate of hourly. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by contractor and all Subcontractors to each worker to whom the revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract Sum. Contractor shall protect, defend, indemnify and hold the board of Education harmless for any claims or demands made as a result of Contractor's failure to comply with this paragraph.
3. The Contractor shall comply with all pertinent provisions of the Structural Work Act, (Ill. Rev. Stat., ch. 48, pars. 60-69).
4. The Contractor shall certify that he or she is not barred from contracting with any unit of state or local government by reason of any violation of bid-rigging or bid-rotating statute on the form attached.
5. Any contractor or Subcontractor with 25 or more employees entering into a contract of \$5,000 or more shall further certify that he or she shall provide a drug-free workplace on the form attached.
6. The Contractor shall certify that he or she has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).



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Insurance

The "Contractor" shall provide the "owner" a certificate verifying that the insurance listed below is in full force and effect. The "contractor" shall provide Workmen's Compensation Insurance (statutory limits). Third Party Bond in the amount of at least \$2,500 per employee of the "contractor" property damage insurance of at least \$250,000, and bodily damage insurance of at least \$500,000 through an insurance carrier duly licensed by the State of Illinois with a Best rating of "A-" or higher. Contractor must have minimum general liability coverage of \$2,000,000.



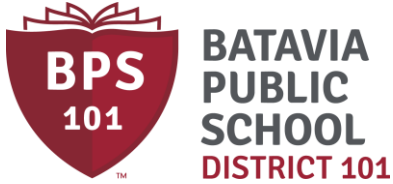
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**BATAVIA PUBLIC SCHOOL DISTRICT # 101
XEROGRAPHIC COPIER PAPER BID INSTRUCTIONS**

1. 8 ½ x 11" paper should be Finch Copy Paper brand, 92-Bright, 20 lb, 30% PCW.
2. One ream each of 8 ½ x 11" white as well as recycled xerographic paper must be submitted with the bid.
3. Paper will be used on high speed copiers, Ricoh copiers & Xerox printers.
4. The samples required with each bid will be tested prior to the awarding of an order to the selected bidder. If initial testing is unsatisfactory, the school district will request an additional ream of paper, at no charge, for additional testing. If the second test also proves unsatisfactory, the district reserves the right to award the bid to another vendor.
5. Deliveries shall conform in all respects to samples submitted and accepted as basis for award and comply with the requirements for the selected delivery option.
6. Quote all prices FOB delivered.

Questions regarding specifications or instructions should be directed to 630-937-8822.



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CONDITIONS

PRICES QUOTED: The prices quoted must be net prices, including such costs (when they apply) as packaging, transportation, placement in rooms to be specified, assembly and taxes. No separate charges, except those clearly recorded on this proposal sheet can or will be allowed.

Prices quoted will be understood to be FIRM prices unless otherwise qualified by a bidder. Each bidder must quote unit prices and extend totals. In case of an error in extension, the unit price shall govern.

TAXES; The Board of Education is exempt from federal excise taxes and federal transportation taxes. Therefore, on articles which are subject to such taxes, the Board upon request, will furnish exemption certificates.

The Board of Education is also exempt from the payment of Illinois Retailers Occupation and Use Taxes.

PAYMENT: All invoices reaching the office by the 10th of the month will be approved for payment at that month's Board meeting. This payment is contingent upon receipt of the merchandise and that such merchandise be DAMAGE FREE.

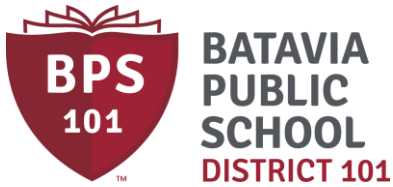
REJECTION OF PROPOSALS: The Board of Education reserves the right to reject any or all proposals or any portion of any proposal submitted which, in its opinion, is not in the best interest of the Board.

AWARDING OF ORDER: The Board of Education reserves the right to award an order, or orders, as it sees fit, by selecting the lowest responsible bidder on each article, or group of articles, or the lowest aggregate quotation. However, in addition, the Board reserves the right to make an award based on its consideration of the quality of each article, and the service qualifications and responsibility of each bidder.

DEVIATIONS FROM SPECIFICATIONS AND CONDITIONS: Any deviation from the base specifications must be indicated by the bidder as an ALTERNATE BID unless these specifications specifically request OR EQUAL bids.

SAMPLES: Each bidder shall, if requested, submit samples of the articles offered which are truly representative, in all essential particulars, of the articles he will deliver if his bid is accepted by the Board. These are to be furnished at no charge to the School District.

*** DELIVERIES TO SCHOOL BUILDINGS:** When a delivery is to be made direct to a school building (1) such delivery shall be made between the hours of 8:30 A.M. and 2:00 P.M., Monday through Friday, except on school holidays and (2) such deliveries shall be made and articles shall be placed inside the school building in the room or rooms to be designated. ALL deliveries must be signed by the principal or his representative to verify delivery.



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INSPECTION: All articles delivered must be in strict accordance with the specifications in the proposal or of approved samples. Inferior articles will not be accepted.

All articles shall be delivered subject to the inspection, acceptance, or rejection by the Assistant Superintendent for Business, or his designated representative.

REPLACEMENT OF REJECTED ARTICLES: The supplier must pick up within 30 days of written notice of rejection and remove from the premises of the Board of Education all articles rejected because of failure to meet specifications. The supplier shall have the right to replace the articles rejected with other articles which meet the specifications.

BID DEPOSITS, WHEN REQUIRED: No bid deposit is required, unless the requirement is specifically stated in the body of the request for bids.

When a bid deposit is required, it shall be in the amount of FIVE per cent of the total of the bid proposal.

FORM OF A BID DEPOSIT: When required a bid deposit must be in the form of a certified check drawn upon some banking institution in good standing, and made payable to the Batavia School District #101.

RETURN OF DEPOSITS: Any deposit accompanying a proposal, except that of the successful bidder, will be returned promptly after the successful bidder is determined. The deposit of the successful bidder will be returned upon the performance of the contract.

PERFORMANCE BOND, WHEN REQUIRED: If a performance bond is to be required of the successful bidder, the requirement will be specifically STATED in the body of the request for bids. Any such bond shall be in the amount sufficient to insure the fulfillment of the contract of the successful bidder and the bidder shall acquire the bond at his own expense.

SERVICES CONTRACTED: All services must be done in a thoroughly workmanlike manner, which together with the materials used, must be satisfactory to the Board of Education, and approved by the Supervisor of Buildings and Grounds and/or the Assistant Superintendent for Business. The Contractor shall verify MEASUREMENTS and dimensions.

CERTIFICATION OF INSURANCE (if specified): The successful bidder before beginning services, must file with the Assistant Superintendent for Business, proper certification from Insurance Companies satisfactory to the Board of Education, showing that Workmen's Compensation, Public Liability and Property Damage are carried. The bid specifications will so state if this insurance is required.



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CONTRACTOR'S CERTIFICATION

(CONTRACT EXECUTION)

_____, having executed a contract for
(Name of Contractor)

(General Description of item(s) contracted for)

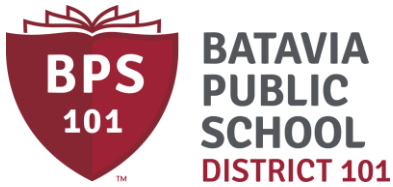
with Batavia Public Schools District #101, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-1 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
(Authorized Agent of Contractor)

PREVAILING WAGES STATEMENT

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 up-to-date and current general prevailing rate of wages in the locality for each craft or type of workman or mechanic to perform such work and the current general prevailing rate for legal holidays and overtime pursuant to Illinois Department of Labor and pursuant to Illinois Law and Statutes in such case made and provided. The Illinois Department of Labor will provide each County Clerk with the most recently revised prevailing wage rates determined by the Illinois Department of Labor on the first day of each month.

Contractors and subcontractors must submit certified payroll records on a monthly basis to the Owner along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the



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required prevailing rate and that the contractor is aware that filing records they know to be false is a Class B misdemeanor.

The certified payroll records must include, for every worker employed on the project, the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll may be found guilty of a Class B misdemeanor.

By: _____
(Authorized Agent of Contractor)

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

_____, ("Contractor"), does hereby certify

(Name of Contractor)

pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.313) that (he, she, it) 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, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

By: _____
(Authorized Agent of Contractor)



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PUBLIC CONTRACTORS - WRITTEN SEXUAL HARASSMENT POLICY

_____, (“Contractor”), having submitted

(Name of Contractor)

a bid/proposal for _____

to Batavia Public Schools District #101, hereby certifies that said contractor has a written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: _____
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this _____
day of _____, 201__.

Notary Public



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CONTRACTOR INFORMATION

**THIS FORM MUST BE COMPLETED AND SIGNED AND ACCOMPANY THE BID
TO BATAVIA PUBLIC SCHOOL DISTRICT 101**

In compliance with sub-section (c) of Section 10.20.44 of the School Code (105 ILCS 5/10-20.44, as a potential vendor for Batavia Public School District 101, please answer yes or no for the following questions:

Minority owned YES NO

Female owned YES NO

Business owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act YES NO

Locally owned YES NO

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date _____ Phone _____ Email _____