



Invitation for Bid and Contract

2022 School Supplies

Published March 16, 2022

Sealed bids are due April 6, 2022 by 9:00 AM

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Section 1: Instructions and General Conditions

1.1. Invitation. The Board of Education of Batavia Public School District No. 101 will accept sealed bids from qualified providers of School Supplies for a contract term beginning July 1, 2022.

1.2. Pre-bid Meeting. A non-mandatory, pre-bid meeting for interested parties to ask questions will be held on March 23, 2022, at 9:00 AM CST. Persons may join either:

- (i) Online by visiting meet.google.com/qhx-sgtk-waz; or
- (ii) By phone (US) +1-224-372-4270 PIN: 932 212 266#

1.3. Submittal. All bids shall be sealed, marked, and submitted to:

2022 School Supplies
Attn: Lindsay Jannotta

All bids shall be received no later than 9:00 AM on April 6, 2022, at the Rosalie Jones Administration Center, 335 W Wilson St, Batavia, IL 60510, at which time and place they shall be opened publicly. Persons may attend the opening either in person or virtually using the information in section 1.2.

1.4. Questions. All questions shall be submitted in writing to Lindsay Jannotta via email at lindsay.jannotta@bps101.net **no later than March 25, 2022**. Any addenda issued will be posted on the District's website at bps101.net/bids and sent to all interested parties who request the bid document.

1.5. Reference. Hereinafter, "Board" shall refer to the Board of Education, "District" to Batavia Public School District 101, and "Superintendent" to the Superintendent of Schools and chief executive officer of the District. Further, "Contractor" or "Company" shall refer to the contractor or company awarded this Contract.

1.6. Addenda. If clarification of the specifications/instructions is required, the District will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the District issues any changes to this Invitation for Bid ("IFB"), acknowledgement of receipt of such changes must be made to the District in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the IFB are not acknowledged, the District retains the right to reject the bid as non-responsive.

1.7. Late submittals. Bids submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate bidder. Postmarks or dating of

documents will be given no consideration in the case of late bids.

- 1.8. **Errors and omissions.** The District will not be responsible for any errors or omissions made therein by the undersigned. There will be no relief due to errors or omissions.
- 1.9. **Exceptions.** There shall be no deviations or exceptions from the specifications and conditions.
- 1.10. **Informed participation.** Bid submission indicates that the bidder is informed of specifications and conditions contained herein. Each bidder warrants and represents understanding of these Specifications in their entirety, and that a bid submitted is based on the specifications and terms and conditions contained herein by an authorized representative.
- 1.11. **Bid conformance.** Bids shall be submitted on the forms provided with these Specifications. Bids shall be in a sealed envelope, properly marked with the title of this Invitation for Bid, and delivered prior to the date and time stipulated in Section 1.2. All certifications contained herein must be signed and submitted with the bid.
- 1.12. **Entire agreement.** These documents shall constitute the entire agreement between the parties upon the award of the contract. No withdrawals or change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board.
- 1.13. **Severability.** The subject matter of this Invitation for Bid is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.
- 1.14. **Ethics.** No employee of the District is to be extended any form of gratuity in connection with this bid.
- 1.15. **Sales tax.** The Board is exempt from Illinois sales tax; a Certificate of Tax Exemption will be provided upon request.
- 1.16. **Responsive bid.** The District reserves the right to investigate each bidder's ability to fulfill terms of the contract. The Board reserves the right to reject any bid based on the failure of a bidder to meet any of the criteria for bidder's responsibility at the sole discretion of the Board.

- 1.17. **Bid withdrawal.** A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the District before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.
- 1.18. **Award.** All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Bids shall be awarded, if at all, to the lowest responsible and responsive bidder meeting the Board's specifications outlined in this document. The Board anticipates approving the award at their regular meeting on April 19, 2022.
- 1.19. **Split award.** The Board reserves the right to split the award if it is in the interest of the Board. If a split award is not acceptable to a bidder, it must be so stated in the bid.
- 1.20. **Bid rejection.** The District reserves the right to reject any or all bids when there are sound, documented reasons to do so.
- 1.21. **Waiver.** 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.
- 1.22. **Remedies.** Any administrative, contractual, or legal remedies related to this invitation for bid and contract shall comply with local Board policy and State law, as applicable.
- 1.23. **Protests.** Any bid protest or dispute shall be in writing and shall be delivered to the address and attention of the individual to whom bids are to be submitted. A protest of this solicitation must be received by the named individual before the bid due date, or it will not be considered. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest, or it will not be considered. A protest shall include: (a) the name, address, and telephone number of the protester; (b) a reference to this bid solicitation; (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; (d) the form of relief requested.
- 1.24. **Document ownership.** All completed bids and supporting documentation submitted shall be the property of the District.
- 1.25. **Restricted information.** Until such time as a Contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the District. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by District employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the Contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the

Contract. Violation of this clause by an District may result in (1) temporary withholding of cash payments pending correction of the deficiency by the District or other more severe enforcement action; (2) disallowing of both, use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the District's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, State or Federal authority having jurisdiction.



Section 2: Scope

- 2.1. **Term.** The term of the Contract shall be June 1, 2022, through May 31, 2023.
- 2.2. **Bids.** The Board is seeking suppliers for all items specified in Appendix B1; accordingly, Bidders may submit pricing for any or all items that they are able to provide. The Board may award one or several contracts to Bidders that it deems responsive and responsible.
- 2.3. **Pricing.** The Board is seeking pricing as follows:
 - 2.3.a. **Bulk order and delivery.** The quantity of bulk order items is specified in Appendix B1 and all such items shall be delivered at a date in June 2022 (specific date TBD), unless otherwise noted. Subsequent smaller orders may be placed throughout the year. The Contractor shall use Appendix B1 to submit bid pricing. If the Bidder cannot provide a particular item, indicate "n/a" in the respective price cell.
- 2.4. **Item specifications.** Bidders must adhere to the exact item specifications in Appendix B1.
- 2.5. **Item substitutions.** The Board may consider substitutions for certain items. Proposed substitutions must be substantially comparable to the original specification and include the proposed manufacturer, description, and item number.
- 2.6. **Firm price.** All prices quoted shall be considered firm through May 31, 2023.
- 2.7. **Delivery.** The bulk order shall be delivered in June, 2022. All deliveries shall be to Batavia, Illinois, 60510 at an address to be specified later.

Appendices



Appendix A. Contract

THIS AGREEMENT is entered into this _____ day of _____, 2022, by and between the **Board of Education of Batavia Unit School District No. 101, Kane County, Illinois** ("**District**"), and _____ ("**Contractor**") (collectively referred to as "the parties").

WITNESSETH

WHEREAS, District has requested public bids for the procurement of school supplies ("Supplies");

WHEREAS, Contractor has submitted a bid for provision of the school supplies; and

WHEREAS, District has awarded this Contract to Contractor to provide school supplies in accordance with the Contract Documents described herein.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Duration of Contract.** The Contract shall be effective from June 1, 2022, through May 31, 2023, and for the period thereafter as may be extended by the parties.
- 2. Contract Documents.** The documents comprising the entirety of this Contract (the "Contract Documents") are the Bid Specifications, including Appendices thereto, the bid proposal form submitted by Contractor, including any additional documentation submitted with the bid proposal form, and this Contract.
- 3. Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of this Contract shall prevail over all other documents, and the term or provision of the Bid Specifications and Appendices thereto shall prevail over the Contractor's bid proposal form.
- 4. Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Specifications and their Appendices in the amounts listed in the bid proposal form submitted by Contractor, with additions or deductions as authorized by the Contract Documents.
- 5. Complete Understanding.** The Contract Documents set forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties. If any provision of this Contract is determined to be illegal or unenforceable by a court of competent jurisdiction, then

such provision shall be removed herefrom and the remaining terms of this Contract shall continue in full force and effect.

6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate on the dates indicated below.

DISTRICT:

BOARD OF EDUCATION OF BATAVIA UNIT
SCHOOL DISTRICT NO. 101, KANE COUNTY

By: _____

Its: Board President

Date: _____

CONTRACTOR:

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: Board Secretary

Date: _____



Appendix B. Required Bid Forms

The following forms must be completed and submitted with the sealed bid.



Appendix B1. Bid Submittal Form

The item specification, requested quantities, and bid submittal form is available for download at:
<https://docs.google.com/spreadsheets/d/1ODYxsTSgsgpnSlihm8Lwhq7Kab0u8AcxiL7TbQ-kAK/edit#gid=0>



Appendix B2. Certification of Bid Submittal

I hereby certify that the amounts submitted in Appendix B1 are true and correct and are in compliance with all aspects of this Invitation to Bid.

_____ Bidder (Company)	_____ By (Printed Name)
_____ Address	_____ Signature
_____ City, State, Zip	_____ Email
_____ Telephone	_____ Date

Appendix B3. Contractor Certifications

Addenda Receipt

The receipt of addenda numbers(s) _____ through _____ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final contract.

Signature

Certificate of Eligibility to Bid

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Illinois Criminal Code of 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4). He/she/it also certifies that he/she/it has read, understands, and agrees that the Board's acceptance of the Contractor's offer by issuance of a contract will create a binding contract.

Signature

Non-Collusion Affidavit

The undersigned Contractor or agent states that he/she/it has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her/it, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. Contractor further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Signature

Certificate Regarding Sexual Harassment Policy

The undersigned Contractor certifies that he/she/it has complied with the requirement of 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

Signature

Certificate Regarding Equal Employment Opportunity

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105).

Signature

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that 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 it is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signature

Acknowledgement of Submission

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and Appendices. If the Board of Education chooses to accept this bid proposal, the Bid Documents and Appendices will be incorporated



into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and terms stated, and subject to all conditions recorded on this bid proposal.

The undersigned Contractor has checked all the figures contained in this proposal and further understands that the Board will not be responsible from any errors or omissions made therein by the undersigned.

_____ Contractor	_____ By
_____ Address	_____ Signature
_____ City, State ZIP	_____ Its
_____ Telephone	_____ Date

Subscribed and sworn to before me

this _____ day of _____, 2022.

Notary Public

