

CALL TO BID

March 22, 2019

Sealed bids for **copier paper** will be accepted at the office of Glen Ellyn School District #41, at 793 N Main St, Glen Ellyn, IL, until 3:00 PM April 4, 2019. The award of bid is subject to approval by the Board of Education.

BID SPECIFICATIONS

The District is seeking a bid proposal on copier paper for high-speed copier machines.

- Hammermill brand or comparable long grain 8 ½ x 11, 5 M/case, 20# weight, 92 brightness for Copiers/Laser Printers/ Plain Paper Fax
- The bid should be freight included – truck with lift-gate delivery.
- The quantities listed are an estimate. The Board reserves the right to change quantities. Monthly quantities are subject to change with 48 hours' notice.
- A bidder may make no minimum order requirements.

The bid will be awarded to the lowest responsible bidder selected by the Board of Education.

Please complete the attached Bid Reply, School References form and Certification form, sign and notarize, and submit in a sealed bid envelope clearly marked: **BID – Copier Paper: April 4, 2019, 3:00 PM** to: Eric DePorter, Assistant Superintendent for Finance, Facilities and Operations, Glen Ellyn School District 41, 793 N. Main Street, Glen Ellyn, IL 60137.

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS:

1. Bid Reply Form
2. School References
3. Certification Form for all Bidders

Copier Paper Bid
SCHOOL REFERENCES

Vendor Name: _____

School District Name: _____

Contact: _____

Phone: _____

School District Name: _____

Contact: _____

Phone: _____

School District Name: _____

Contact: _____

Phone: _____

School District Name: _____

Contact: _____

Phone: _____

School District Name: _____

Contact: _____

Phone: _____

School District Name: _____

Contact: _____

Phone: _____

CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED AND MUST ACCOMPANY THE BID TO SCHOOL DISTRICT #41. THE UNDERSIGNED CERTIFIES THE FOLLOWING:

CERTIFICATE OF ELIGIBILITY TO CONTRACT

That, pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor 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; that neither (he, she, it) nor any of (he, she its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

PREVAILING WAGE FORM

That it and any subcontractors of the vendor will, where applicable, comply with prevailing wage rates for DuPage County.

CERTIFICATE OF COMPLIANCE WITH

ILLINOIS DRUG-FREE WORKPLACE ACT

(Contractors with 25 or More Employees)

That having 25 or more employees, does hereby certify 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.

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

That said Contractor has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date _____ Phone _____ Fax _____

Subscribed and sworn to before me

this _____ day of _____ 20_____

NOTARY PUBLIC

BID REPLY FORM

April 4, 2019 3:00 PM

All paper will be delivered in monthly shipments based on the attached delivery schedule. Delivery amounts and dates are subject to change.

<i>COPIER PAPER BID PROPOSAL</i>			
VIRGIN 20# HAMMERMILL BRAND	# CASES	PRICE PER CASE	TOTAL
Churchill School 240 Geneva Rd., Glen Ellyn, IL	330 cases in 11 deliveries		
Forest Glen School 561 Elm St., Glen Ellyn, IL	220 cases in 11 deliveries		
Abraham Lincoln School 380 Greenfield Ave., Glen Ellyn, IL	220 cases in 11 deliveries		
Benjamin Franklin School 350 Bryant Ave., Glen Ellyn, IL	220 cases in 11 deliveries		
Hadley Junior High School 240 Hawthorne, Glen Ellyn, IL	385 cases in 11 deliveries		
Central Services Office 793 N. Main, Glen Ellyn, IL	60 cases in 12 deliveries		
GRAND TOTAL			

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

E-mail address _____

Date _____ Phone _____ Fax _____

**Glen Ellyn District 41
Copier Paper Delivery Schedule July 2019 – June 2020**

Delivery Location	Quantity	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Churchill School 240 Geneva Rd., Glen Ellyn, IL	cases/delivery	N/A	7	4	2	6	4	8	5	4	1	6	5
Forest Glen School 561 Elm St., Glen Ellyn, IL	cases/delivery	N/A	7	4	2	6	4	8	5	4	1	6	5
Abraham Lincoln School 380 Greenfield Ave., Glen Ellyn, IL	cases/delivery	N/A	7	4	2	6	4	8	5	4	1	6	5
Benjamin Franklin School 350 Bryant Ave., Glen Ellyn, IL	cases/delivery	N/A	7	4	2	6	4	8	5	4	1	6	5
Hadley Junior High School 240 Hawthorne, Glen Ellyn, IL	cases/delivery	N/A	7	4	2	6	4	8	5	4	1	6	5
Administration Office 793 N. Main, Glen Ellyn, IL	5 cases/delivery	5	7	4	2	6	4	8	5	4	1	6	5

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.

Bid Documents

The bid documents include:

- A. Call to Bid
- B. Bid Specifications
- C. Addendum (if any)
- D. School References Form
- E. Certification Form/Statement
- F. Bid Reply Form

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 793 N. Main St., Glen Ellyn, IL 60137. The sealed bid must be submitted on the forms provided within the time frame set forth in the Project Specifications.

Withdrawal of Proposals

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no bidder shall withdraw or cancel his proposal for a period of sixty (60) calendar days after advertised closing time for the receipt of proposals, nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Business Manager that said proposal has been accepted by the Board.

Where the contract will require approval by another agency, such as the federal government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) days after said advertised closing time for the receipt of proposals.

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. Any change may be made only by substitution of another bid.

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 Seller's risk of untimely receipt by the Board.

Award of Bids

Bids shall be awarded to the lowest responsible bidder except where other considerations cause another bid to be more favorable to the interest of the Board.

Bid Reservations

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.

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

Shipping Instructions

Unless otherwise specified, packages must bear Purchaser's order number and bulk containers must also show gross, tare, 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.

Deliveries

Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site. Lift-gate required. No shipping dock on premises.

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 Project specifications in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the Project Specifications 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.

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 be new and of the latest model, crop, or manufacture.

Alternate Bids

An alternate bid shall not become a part of the contract unless approved by the Board in writing upon the award of the bid. If bidding other than specified, alternates offered must be guaranteed equal or better quality than that originally specified. Burden of proof is on the bidder. Alternate bids should include specifications, brand name, numbers and/or trademark, if any, and any other information pertinent to the identification.

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.

Acceptance of Split Award

Every attempt will be made to award orders on an overall low bid basis. However, the right is reserved 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.

Time Price Will Be Firm

It must be stated in the place provided on the bid for the period of time your price will continue to be firm. This period must be at least sixty (60) days after the latest time specified for submission of bids.

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).

Default

Should bidder fail to fulfill any and/or all terms and conditions of the agreement, he shall forfeit the bid security 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 Assistant Superintendent for Finance, Facilities and Operations. 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.

Order of Precedence of Component Contract Parts

1. General conditions
2. Addenda, if any
3. Special conditions
4. Plans or drawings, if any, which may be a part of this contract requirement
5. Detail specifications
6. Standard specifications of the County, State or Federal Government, in any
7. Advertisement for proposals
8. Instructions to bidders

State Tax

The Board is exempt from paying Illinois Use Tax (Ill. Rev. Stat., 1987, ch. 120 par. 439.3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (Ill. Rev. Stat. 1987, ch. 120, par. 441).

Federal Excise Tax

The Board is exempt from paying Federal Excise Taxes (I.R.S. Ch. 32, subchapter G, p. 4221).

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.
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).

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.