

II. INSTRUCTIONS

Bid Instructions

Careful attention must be paid to all required items contained in this bid. Bids shall be submitted in accordance with the requirements of this bid. Please read the entire package before bidding. Failure to follow instructions in this bid could result in the disqualification of a respondent's bid.

Bid Content

The entire set of documents constitutes the bid. The respondent must include all of the information described in this bid. Bids without all of this information will be disqualified; however, DISTRICT reserves the right, in its sole discretion, to waive minor technicalities and errors, in its best interest. All bids shall be submitted in a sealed envelope with "BID: PAPER SUPPLIES" description and opening date indicated on the outside of the envelope. All bids become the property of DISTRICT and will not be returned.

Compliance

The bids will be evaluated for compliance with bid instructions. Noncompliance with significant instructions will be grounds for disqualification of bids, at DISTRICT'S discretion.

Right to Withdraw Bid

A vendor may withdraw a bid at any time prior to the proposed opening.

Liability and Bid Delivery

DISTRICT is not responsible for any costs incurred by a vendor in the preparation or delivery of bids. The vendor shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. Any bid received after the delivery deadline will be disqualified.

Rejection or Acceptance of Bids

DISTRICT reserves the right to waive any irregularities in any bid, to reject any or all bids, and to accept the bid which, in the judgment of DISTRICT, is deemed the most advantageous for DISTRICT. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind may be cause for rejection of the bid.

Clarification of Submittal

DISTRICT reserves the right to obtain clarification of any point in a vendor submittal or

to obtain additional information.

Summary

If there are any bid questions or a clarification is needed, please contact Brittany Tammen via email at tammenbr@u4sd.org. Again, questions/clarifications must be received by Friday, March 24, 2017.

III: GENERAL CONDITIONS AND SPECIFICATIONS

Prevailing Wages

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), not less than the prevailing rate of wages as determined by the Illinois Department of Labor, DISTRICT or court on review shall be paid by the vendor/contractor to all laborers, workers and mechanics performing work pursuant to the bid specifications. All vendor's/contractor's bonds shall include a provision as will guarantee the faithful performance of all obligations under the Illinois Prevailing Wage Act.

FOIA

As an independent Contractor of DISTRICT, records in the possession of the Vendor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Vendor shall immediately provide DISTRICT with any such records requested by DISTRICT in order to timely respond to any FOIA request received by DISTRICT. [If the Vendor refuses to provide a record that is the subject of a FOIA request to DISTRICT and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes DISTRICT in any way, the Vendor shall reimburse DISTRICT for all costs, including attorneys' fees, incurred by DISTRICT related to the FOIA request and records at issue.](#)

Indemnity

To the fullest extent permitted by law, vendor shall indemnify, save harmless, and defend DISTRICT, its Board, Board members, employees, agents, volunteers and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) or vendor's breach of this agreement that may arise out of or in connection with vendor's performance of the agreement.

To the fullest extent permitted by law, vendor will also defend, hold harmless and indemnify DISTRICT against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against DISTRICT to the extent based on an allegation that vendor's products infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

Insurance

The Vendor shall take all necessary precautions and exercise due caution so as not to damage the premises or properties of others. The Vendor's signature on the bid sheet certifies to DISTRICT that the Vendor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on DISTRICT's property. The Vendor shall submit evidence, satisfactory to DISTRICT, that the Vendor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described below with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to DISTRICT. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend DISTRICT as a party in the event the successful vendor becomes a party to any litigation as a result of the activities of the Vendor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such policies shall name DISTRICT, its Board, Board members, employees, agents, and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by Vendor covering the same loss with a waiver of subrogation in favor of DISTRICT.

- 1) WORKER'S COMPENSATION: Statutory Limits.
- 2) VEHICULAR: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to provide a \$1,000,000 combined single limit for bodily injury and property damage. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving Owner thirty (30) days written advance notification.
- 3) LIABILITY: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance for which coverage is included for Vendor liability, contingent liability, contractual liability, and product liability. Bodily injury and property damage limits of \$1,000,000 occurrence and \$2,000,000 aggregate. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving DISTRICT thirty (30) days written advance notice.

Award of Contract

Contract(s) will be awarded where they are in the best interest of DISTRICT. Furthermore, DISTRICT reserves the right to accept or reject bids based on the best interest of the DISTRICT. Bids will be awarded to the lowest responsible bidder meeting specifications as determined by the Board of Education.

Standard Contract Conditions

- This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.
- Vendors shall comply with the Civil Rights Act of 1964, as amended, all applicable State and Federal nondiscrimination laws including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and shall comply with the provisions of the Illinois Human Rights Act.
- Vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of it right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DISTRICT.

- By submitting a bid the Vendor certifies that the Vendor 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.
- By submitting a bid, the Vendor, 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 this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
- By submitting a bid, the Vendor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Statement of Non-Discrimination

The Illinois Human Rights Acts prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.” It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status. Contractor shall comply with all state, federal and local laws, rules and ordinances regarding non-discrimination.

Failure to Fulfill Contract

When any Vendor fails to provide a service or product or provides a service or product which does not conform to the specifications, DISTRICT may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same services or products in such manner as seems to DISTRICT to be to its best advantage. Any failure to furnish services or products by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and its sureties. DISTRICT reserves the right to cancel, without penalty, any services or products which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to DISTRICT if requested.

Without Cause Termination

DISTRICT may terminate its contract with the Vendor without cause after providing the Vendor with 30 days written notice.

