

# Invitation to Bid

## Copier Paper Bid



## Frankfort School District 157-C

*In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

## Notice and Request for Proposals

The Board of Education of Frankfort School District 157-C, Will County, Illinois, ("School District" or "Board") is requesting and accepting sealed bids from qualified vendors to provide Copier Paper as designated in this *Invitation to Bid*:

Bids are to be addressed to:

Frankfort School District 157-C  
10482 W. Nebraska St.  
Frankfort, IL. 60423  
Attn: Kate Ambrosini, Director of Business and Operational Services

A sealed bid is being sought for copier paper pursuant to specifications stated herein.

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## SECTION 1: INSTRUCTIONS TO BIDDERS

### Bid Schedule:

Activity	Date
Issuance of the Invitation for Bid and Contract	May 18, 2018
Deadline for Written Requests for Clarification:	May 25, 2018 at 12:00 pm
Deadline for Written Response to Requests for Clarification:	May 29, 2018 at 4:00 pm
Deadline for Submission of Bids:	June 5, 2018 at 9:00 am
Bid Opening:	June 5, 2018 at 9:00 am
Board Review and Awarded:	June 20, 2018

The Board reserves the right to modify any part of the above schedule.

### Additional Requests for Clarification:

Prospective bidders may request that the Board of Education clarify information contained in the *Invitation to Bid*. Deadline for requesting clarification is May 25, at 12:00 pm. All such requests must be made in writing, sent by email.

A copy of the email is to be sent to Kate Ambrosini, Director of Business and Operational Services, at [kambrosini@fsd157c.org](mailto:kambrosini@fsd157c.org) and copied to Ramie Wiltgen, Bookkeeper, at [rwiltgen@fsd157c.org](mailto:rwiltgen@fsd157c.org). Written response addendum to all written requests for clarification will be prepared and posted to the school district's website by May 29, 2018, at 4:00 pm.

### Addenda to Invitation to Bid:

If clarification of the specifications/instructions is required, the School District will clarify the specifications/instructions in the form of an addendum posted to the school district's website.

The subject matter of this Invitation to 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 School 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.

### Bid Submission:

Bids will be accepted until **9:00 am on June 5, 2018**.

Bids shall be submitted on the forms provided with these specifications and included in the Invitation to Bid. Submitted bids shall be in a sealed envelope clearly marked "**Copier Paper Proposal**" with the name and address of the bidder and the date and time of the bid opening, and must be delivered to:

Frankfort School District-C  
10482 W. Nebraska St.  
Frankfort, IL. 60423  
Attn: Kate Ambrosini, Director of Business and Operational Services

All bidders must complete, sign and submit the attached *Bid-Rigging Certificate, Certificate of Independent Bid Determination, Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, Certification Regarding Lobbying, and Disclosure of Lobbying Activities, and Additional Vendor Certifications.*

**Bid Opening:**

All bids received by **9:00 am on June 5, 2018**, will be publicly opened.

All interested parties are invited to attend the bid opening.

**No Consideration After Date and Time Specified:**

Bids submitted after **9:00 am on June 5, 2018** 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. The Bidder assumes the risk of any delay in handling or delivery of mail. The Board is not responsible for delayed deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the Board before the specified deadline. Bids sent by facsimile or electronic mail will not be accepted or considered. It is the sole responsibility of the bidder that the response reaches the School District on time, at the place, and in the manner required herein, to avoid disqualification.

**Right to Reject Any or All Bids:**

The Board reserves the right to reject any or all bids, in whole or in part. A contract will be awarded only after a formal notice is given to a bidder pursuant to action by the Board. The Board of Education reserves the right to waive any and all irregularities and formalities with respect to bids. All decisions of the Board shall be considered final. The Board reserves the right to reject a bid from a bidder who, in the Board's opinion, does not exhibit past experience equal to the size and scope of this project or who does not submit the bid per the Invitation to Bid requirements.

**No Relief for Errors or Omissions:**

All bids shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the bids as submitted.

**No Deviations or Exceptions:**

All bids shall be submitted on the forms provided with these specifications without deviation or exception. Bids submitted on forms other than the attached forms may be rejected.

**Submission Indicates Bidder is informed:**

All prospective bidders should completely inspect the facilities as they relate to this Invitation to Bid. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing without additional cost to the District any materials and equipment or performing any labor that may be required to carry out the intent of the resulting contract.

The submission of a bid will be construed as an indication that the bidder is fully informed as to the extent and character of the service required hereunder and can offer the services in compliance with the specifications.

**Bid Withdrawal or Changes:**

Bids may be withdrawn by letter, fax or in person prior to the time and date established for the opening of bids.

**No Bid Modification without Written Approval:**

Once the bids have been opened, such bids may not be modified in any way without the written approval of the District. All bidders will be bound by any and all math calculations, misquotes or mistakes of any kind once the bids have been opened.

**No Gratuity in Connection with Bid:**

No employee of the District is to be extended any form of gratuity in connection with this bid.

## SECTION 2: GENERAL CONDITIONS

All bids shall remain valid and subject to acceptance for a period of one hundred and eighty (180) days after the bid opening date.

### **Bid Protest Procedures:**

*Prior to Bid Opening:* Any bidder or potential bidder who has a complaint or dispute concerning the bid procedures contained herein may file a written protest with the Director of Business and Operational Services, Kate Ambrosini, at the bid address listed above, within five (5) days of the action being protested or disputed and at least 10 days prior to the date for the bid opening, explaining in detail the specific nature of his or her complaint or dispute. Within ten (10) days of receiving the protest, the Director of Business and Operational Services, shall meet with the bidder or potential bidder and his or her representative to attempt to resolve the complaint or dispute. If the bidder or potential bidder is not satisfied after such meeting, he or she may file a written request prior to the date for the bid opening to appear before the Board of Education at its next regular meeting, at which time the Board of Education will make a final decision concerning the complaint or dispute. The District in its discretion may delay the bid opening while the dispute is pending. Failure to make timely objection to the bid procedures contained herein in accordance with these procedures shall constitute a waiver of any complaint or protest by the bidder or potential bidder.

*After Bid Opening:* Frankfort School District 157-C must adhere to applicable bidding practices established by State law and good administrative practice. A Vendor claiming wrongful treatment must formally notify the District within five (5) calendar days from the date of the bid award questioned, in writing, at the same address as the bid opening. The notification from the Vendor must state the nature and grounds of the protest. Such written protest shall be addressed to Director of Business and Operational Services, Kate Ambrosini, Frankfort School District 157-C, 10482 W. Nebraska St. Frankfort, IL 60423. The envelope shall be clearly labeled with the phrase "PROTEST". The Director of Business and Operational Services, will respond to the protesting Vendor with ten (10) days of receipt of the written protest. In the event that the Vendor does not agree with the decision of the Director of Business and Operational Services, the Vendor may appeal to the Board of Education, in writing, within five (5) days of receipt of the Director of Business and Operational Service's response. The notification from the supplier shall be in an envelope and clearly marked "PROTEST APPEAL" and address to Board of Education, Frankfort School District 157-C, 10482 W. Nebraska St. Frankfort, IL. 60423. The Board of Education will convene at its next regularly scheduled meeting after receipt of the protest to review the question. All parties having made a bid that was reviewed and found eligible for consideration will be notified and will have an opportunity to be present at the hearing. The Board of Education reserves the right to limit the amount of time of the hearing and the amount of time for the presentation of evidence of all parties. The Board will deliberate and make known its decision in writing to all concerned. All protests will be disclosed to the Illinois State Board of Education.

### **Vendors in Default:**

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the School District upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said School District, or has failed to perform faithfully any previous contract with the School District.

### **Non-Discrimination:**

Vendor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 et seq.) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Illinois Human Rights Act*. The Vendor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 et seq.) and rules and regulations promulgated thereunder.

To extent applicable, the Vendor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 et seq.) and the standards and regulations issued thereunder.

**Signature Constitutes Acceptance:**

The signing of these bid forms shall be construed as acceptance of all provisions contained herein and that the Vendor has read the Contract Documents and is fully aware of the terms hereof.

**Exceptions:**

Any exceptions to these terms and conditions in deviation from the written specifications must be shown in writing and attached to the bid form. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3-5.4) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/2-5.11). As such, Vendor shall not include such taxes in its bid.

**Federal Excise Taxes:**

The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Vendor shall not include such taxes in its bid.

**Vendor to Pay Taxes:**

The Vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Vendor. Vendor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 et seq.). The payment of this tax will take place regardless of whether the Vendor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Vendor as part of the Contract price. Vendor shall not be reimbursed or paid any taxes unnecessarily paid by Vendor when not required due to the Board's tax-exempt status. The Vendor certifies that it is not barred from bidding or entering into this contract under Section 10-20.21(b) of the School Code and that the School District may declare this Contract void if this certification is false.

**Bids are Property of the School District:**

All completed bids and supporting documentation submitted shall be the property of the School District.

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 School District. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by School 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.



### SECTION 3: SCOPE

This information is provided to assist Vendors in evaluating the Board's bid and submitting a bid, and does not supplant the terms and conditions of the bid, including attachments to the bid, nor substitute for a careful review of the bid. This bid contemplates and is intended to procure copier paper for Frankfort School District 157-C.

The copier paper shall be operated and maintained as a benefit to the School District's students, faculty, and staff.

#### **School District's Geographical Boundaries:**

The School District is a K-12 school district in Illinois and is located 35 miles southwest of Chicago. The School District has an enrollment of approximately 2,500 students and has 3 schools. The School District's students and facilities are located in Frankfort.

#### **Schools requesting 20-lb. copier paper.**

All schools and the Administration Center in Frankfort School District 157-C are requesting copier paper.

#### **Delivery of All Products and Items**

Vendor shall include in its pricing the delivery of all products and items.

There will be two deliveries to each facility.

The following are the dates for each delivery:

#### **Base Bid:**

##### **Delivery:**

Complete inventory of 8.5" x 11" white copy paper, delivered on or near the week of July 23-27, 2018, at the school's determination of the exact date of delivery.

#### **Alternate Bid:**

##### **Delivery #1:**

On or near the week of July 23-27, 2018, at the school's determination of the exact date of delivery.

One-half of the 8.5" x 11" white copier paper is to be delivered to each school/facility.

##### **Delivery #2:**

On or near the week of December 10-14, 2018, at the school's determination of the exact date of delivery.

One-half of the 8.5" x 11" white copier paper is to be delivered to each school/facility.

Delivery must occur within the hours of 9:00 am and 2:00 pm.

Delivery trucks are required to have a hydraulic lift and delivery trucks are required to have an electric pallet jack.

Vendor is responsible for the removal of any and all paper from the delivery truck(s) for each delivery.

Vendor is responsible for placing any and all paper in the area indicated by building personnel or the Department of Building & Grounds. Personnel and/or employees of Frankfort School District 157-C are not responsible for assisting the vendor in the delivery removal or storing of the copier paper.

## **Vendor's Communication**

The Vendor is responsible for contacting the Department of Building & Grounds at least two weeks prior to the estimated date(s) of each delivery to arrange each delivery. Contact must be made with:

Rodney Davis, Supervisor of Buildings and Grounds  
rdavis@fsd157c.org  
Frankfort School District 157-C  
10482 W. Nebraska St.  
Frankfort, IL. 60423  
815.693.0276

Contact is defined as speaking directly with Rodney Davis by telephone, via email with a response from Rodney Davis, or in person. Leaving a voice message and not receiving a response from Rodney Davis or sending an email and not receiving a response from Rodney Davis does not constitute/fulfill contact nor meets the definition of contact.

Failure to contact the Department of Building & Grounds at least two weeks prior to the estimated date(s) of each delivery to arrange each delivery will result in a 15% discount in the total invoiced price of all paper, in all deliveries.

In essence, it is the sole responsibility of the Vendor to contact the Department of Building and Grounds at least two weeks prior to the date(s) of each delivery.

## **Vendor's Obligations**

The Vendor shall perform all the services described in the Invitation to Bid and in the Contract and make any arrangements that may not be described, but that are necessary to perform these services. The Vendor will provide all services throughout the term of the Contract. In addition, the Vendor will require all employees to follow all applicable Board policies and administrative procedures concerning appropriate behavior of persons in and around schools and other School District facilities.

## **Property Damage and Protection**

The Vendor will be responsible for reporting and paying for any damages to any of the School District's facilities, furnishings, equipment, and/or contents caused by the Vendor's employees. The Vendor will report, in writing, any damage that occurs.

The Vendor is responsible for the conduct of its personnel. The Vendor will cooperate fully with the School District and with any law enforcement authority in the investigation of any unlawful activity suspected of the Vendor's employees while working for the School District.

If personnel employed by the Vendor are found to have committed theft or other unlawful activities at any of the School District facilities, the Vendor will be responsible to the School District for restitution which will include, but not be limited to, all actual losses, damages, cost of investigation and costs of prosecution.

## SECTION 4: BID REQUIREMENTS

This portion of the Invitation to Bid outlines the information that must be provided by each Vendor and the required format for the proposal. Any proposal that does not include the required information or does not otherwise conform to the format specified may be rejected. Please refer also to the Instructions to Bidders and General Conditions Sections of this Invitation to Bid for additional requirements.

Any exceptions to the terms and conditions contained in the Invitation to Bid, or any other special considerations or conditions requested or required by the Vendor shall be enumerated by the Vendor and be submitted as part of its proposal, together with an explanation of the reason(s) such terms and conditions cannot be met. Each Vendor shall be required and expected to meet the Invitation to Bid requirements in their entirety, except to the extent exceptions are expressly noted. All pricing factors must be clearly indicated in the Vendor's pricing provided as part of the proposal.

### Proposal Format

Included with this Invitation to Bid are required response forms contained in the *Appendices*. Additionally, there may be several Schedules that Vendors must include with their proposal. All Forms and schedules must be completed and submitted in order for a Bid to be considered.

### Introductory Letter

Vendors must provide an introductory letter on company letterhead, which provides a summary of their proposal. This letter must contain a statement indicating that the Vendor agrees to be bound by the terms and conditions of this Invitation to Bid and the Vendor's Proposal.

### Appendices

**Appendix 1: Pricing Proposal – Copier Paper**

**Appendix 2: Grid of Paper Quantities for Schools, Administrative Center**

**Appendix 3: School Locations**

**Appendix 4: Vendor Certifications**

- Bid Rigging Certification
- Certificate of Independent Bid Determination
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
- Certificate Regarding Lobbying
- Disclosure of Lobbying Activities
- Additional Vendor Certifications

**Appendix 5: References**

Vendors shall complete the Reference forms providing a minimum of three (3) contracts held in the state of Illinois, preferably with school districts. Include name of contract holder, name of contact person and phone number, amount of contract, and a brief description of the types of services provided.

### Required Schedules

○ **Schedule 1: Insurance Certificate**

Vendors must provide evidence of liability insurance in scope and amount equivalent to the liability insurance provided by the Board pursuant to Section 10-22.3 of the *Illinois School Code* (105 ILCS 5/10-22.3) as required by Section 10-22.34c(a)(3)(A) of the *School Code* (105 ILCS 5/10-22.34c(a)(3)(A)).

Vendor shall provide an Insurance Certificate providing evidence of ability to obtain adequate insurance coverage to protect the interest of both the Vendor and the School District.

### **Proof of Qualifications**

The School District will ensure compliance with the above by checking references listed in the Bids, and conducting on-site visitations, as deemed necessary by the Board.

### **Evaluation of Bids**

Each Vendor submitting a Bid should understand that the nature of the School District's operation is complex and each and every facet of the operation may not be detailed in this Bid. Vendors must document their expertise, experience, and approach based on their understanding of the School District's requirements. The Bid must be complete, clear and concise.

Per Public Act 97-951 (105 ILCS 5/10-20.21), the contract will be awarded by first considering the bidder or bidders most able to provide stability of their service, conformity with specifications, terms of delivery, quality and serviceability, and then price as the Board deems necessary and appropriate in the best interest of the Board.

The following additional factors, not listed by rank of importance, are the additional criteria by which bids will be evaluated:

- Management capabilities as shown by detailed evidence of Vendor's expertise, experiences, and references. Manager/Account Supervisor's qualifications and experience.
- Business Stability/Corporate Support checked through various sources as well as the Bid. Ability to meet all applicable federal and state wage and safety requirements.
- Human Resources Management as determined by references, and by checking other sources.
- Experience and past performance. Work history/performance as reported by references (names, addresses and telephone numbers of principal parties).

### **Bid Compliance**

Full and proper completion of all required Bid forms. Supplemental relevant information submitted by the Vendor is permissible, in addition to any comments from the Vendor regarding information submitted as part of this bidding information.

## SECTION 5: PRICING QUOTES

### Base Bid

The Vendor's Bid must include pricing for all products that the Vendor is proposing to sell to the School District.

The pricing must include unit pricing meaning each carton of copier paper must have an individual price.

The Vendor's Bid shall include the cost of providing Vendor's employees, equipment, delivery, installation and any and all supplies needed to fulfill the terms of the Contract and this Invitation to Bid.

No increase in the Bid shall be allowed in the event any court or tribunal rules that the Contract or Bid does not satisfy 105 ILCS 5/10-22.34c (a) (3) (D) and/or 105 ILCS 5/10-22.34c (a) (3) (B). Vendor and School District shall each bear their own defense costs and risks with respect to any legal challenges to the Contract made by outside parties.

Moreover, the Vendor, by submitting its Bid, agrees to convene when requested, with representatives of the School District, for the purpose of evaluating the performance of the contract.

As part of this process, and by submitting their Bid, the Vendor agrees to pass along any savings to the School District.

### Alternate Bid

An alternate bid is being accepted to include all items as described in the base bid with the addition of two separate deliveries. The District is requesting a proposal to have half of the inventory delivered to each building as described in the base bid, in July and half in December.

## **SECTION 6: GENERAL TERMS**

The submission of a Proposal shall constitute the Vendor's written acknowledgment that it agrees to be bound by the terms and conditions contained within this Invitation to Bid. This Invitation to Bid shall be legally binding. The Vendor understands that this means that the Vendor accepts all of the specifications included within this Bid and shall satisfy the requirements and reports listed herein. Any exceptions must be explicitly noted.

### **Purpose**

The purpose of this Invitation to Bid is to establish a relationship with an experienced and qualified vendor to provide copier paper to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety, reliability and service.

### **Contract Assignment or Sub-Contract**

A contract entered into between the Vendor and the School District shall not be assigned, transferred, or sublet by the Vendor, in whole or in part, without the prior written approval of the School District.

### **Employees**

It will be incumbent upon the Vendor to provide all staff as may be required to ensure all terms and conditions of the contract and this bid is achieved.

### **Supplies and Equipment**

It will be incumbent upon the Vendor to provide all supplies and equipment as may be required to ensure all terms and conditions of the contract and this bid are achieved.

### **Delivery and Installation**

All delivery and installation of copier paper is included in the terms and conditions of this Invitation to Bid and in the purchase of the copier paper.

### **Legal Interpretation Provision**

#### **Definitions**

Facilities - Facilities means any facility and land or real estate owned or controlled by the School District that is intended to be covered by this Bid.

Bid - Bid means the Vendor's response to this Bid, submitted in accordance with the Bid.

Bidder - Bidder means any Vendor submitting a Bid to the School District for 20-lb. copier paper by the specified due date in accordance with the Bid.

Vendor - Vendor means the copier paper bidder awarded a Contract to provide copier paper for the School District in accordance with the Bid and the successful Vendor's Bid.

#### **Severability**

If any provision or provisions of this Bid shall be held to be invalid, illegal, or unenforceable or in conflict with the law of any pertinent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

### **Compliance with Federal, State and Local Law and Frankfort School District 157-C Board of Education Policies**

The Vendor will comply with all federal, state and local laws, rules, ordinances and regulations, apply for, and obtain any required, licenses and permits. The Vendor, including its employees and agents, shall be responsible for knowing the School District Board policies and administrative regulations concerning appropriate behavior of persons in schools and its facilities, including, for example, the prohibitions against sexual harassment and smoking, and shall comply with all such policies and regulations.

The School District shall use its best efforts, as reasonably requested by the Vendor, to assist the Vendor in complying with any applicable federal, state or local laws, rules and regulations.

### **Taxes Exemption**

The School District is exempt from Federal, State, and Municipal Taxes.

### **ILOHSA/OSHA Compliance**

Goods and services to be furnished by the Vendor and the Vendor's working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

### **Fines for OSHA Violations**

If the School District is assessed any fines for OSHA violations arising out of these services and attributable to the Vendor, the Vendor will reimburse the School District for these fines.

### **Nondiscrimination in Employment**

The Vendor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375, and all subsequent amendments thereto and superseding orders.

Vendor's policy shall be to recruit and select applicants for employment solely based on their qualifications. The Vendor's decision to employ shall be based, first, on whether any positions are available, and, second, on which applicant best meets the requirements of the open position.

## SECTION 7: INSURANCE REQUIREMENTS

The Vendor shall be required to maintain the following insurance:

### General Liability:

- \$2,000,000 each occurrence- including Bodily Injury, Property Damage, Blanket Contractual Liability
- \$1,000,000 Damage to Rented
- \$5,000 Medical Expenses (any one person)
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Fire Damage Legal Liability
- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/completed Operations Limit

Coverage to be written on an occurrence form, and to include a "per job" aggregate endorsement

### Automobile Liability:

- \$2,000,000 Combined Single Limit- Bodily Injury/Property Damage
- \$5,000 Medical Payments
- \$1,000,000 Uninsured Motorist/Underinsured Motorist

### Worker's Compensation:

- \$1,00,000- Employer's Liability- Each Incident
- \$1,00,000- Employer's Liability- Disease – Policy Limit
- \$1,00,000- Employer's Liability- Disease – Each Employee

### Umbrella/Excess Liability:

- \$10,000,000- Each Occurrence
- \$10,000,000- Aggregate

A *Certificate of Insurance* evidencing such policies shall be provided to the School District within 30 days of awarding the Contract, but no later than the beginning of the Contract. The *Certificate of Insurance* must state the name of the insurance company, policy number and date of policy expirations for the previously mentioned types and limits of insurance. Said certificate of insurance shall, also, include the following additional provisions:

- Frankfort School District 157-C shall be named as an "additional insured." "The vendor's insurance shall be primary and the certificate holder's insurance shall be noncontributory."
- The vendor's policies shall be endorsed to include "waiver of subrogation" in favor of the District.
- The vendor's insurance policies shall contain a covenant by the issuing company that the policies shall not be cancelled unless a thirty (30) day prior written notice of cancellation is given to the District. The cancellation provisions of the certificate of insurance shall be amended to include "notice will be mailed." Any wording like "endeavor to" shall be removed.
- The insurance provisions shall remain open for review and may be changed at any time by the School District.



## SECTION 8: OBLIGATIONS OF FRANKFORT SCHOOL DISTRICT 157-C

### Frankfort School District 157-C's Obligations in the Event of Non-Appropriation of Funds

Subject to the State of Illinois maintaining the School District's current level of funding, and current enrollment projections, the School District represents that:

1. It has adequate funds to meet its obligations under any Contract awarded as a result of this Bid during the current fiscal year;
2. It intends to maintain any contract awarded as a result of this Bid for the full period set forth herein; and
3. It has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the said contract term.

However, in the event that adequate funds are not available to the School District at any time during the purchase of the copier paper and/or, the School District's obligations under this Invitation to Bid will terminate as of the date that the funding is determined to be unavailable. In such circumstance, the School District will have no further obligation to the awarded Vendor, except for payment for all services rendered and supplies purchased and consumed in implementation of the contract for the School District, through the date of termination provided however, that if such funding is restored following such termination pursuant to this section, the Vendor shall have the right of first refusal to sell the copier paper under this Invitation to Bid if restored within twelve months of termination.

## **SECTION 9: RIGHTS OF FRANKFORT SCHOOL DISTRICT 157-C**

### **Frankfort School District 157-C's Designee**

The School District designee referred to throughout this Bid is Kate Ambrosini, Director of Business and Operational Services, or designee. The School District Superintendent is authorized to modify this designation.

### **Discipline of Vendor's Employees**

The Vendor shall report to the School District any incidents of misconduct engaged in by its employees who are working under the Contract, and any corrective action taken. Every employee shall at all times adhere to the School District's established policies and administrative regulations concerning appropriate behavior of persons in schools and School District facilities.

### **Authority to Approve, to Reject and to Require Removal of Vendor's Employees from Frankfort School District 157-C Service**

The School District reserves the right to approve or reject for the School District service under this Contract any of Vendor's employees.

Further, at the request of the School District, the Vendor shall immediately remove from service to the School District, any and all employees, whether permanent, substitute or temporary, including all supervisory personnel.

### **Liquidated Damages**

To recover losses it suffers (which may be immeasurable) and to discourage poor performance, the School District may assess liquidated damages against the Vendor in certain instances. These damages accrue in addition to the School District expectation that it will not pay for any service that has not been provided. The damages will be assessed against the Vendor regardless of whether the actual failure to perform was caused by the Vendor.

1. The Vendor agrees that the highest standards of delivery service are expected to be provided to the School District at all times under the terms and conditions of this Invitation to Bid.
2. The School District reserves the right to withhold certain payments in part or in whole based on the Vendor's performance under the terms of this agreement. By accepting this Contract, the Vendor agrees that in the event of the specific service violations listed herein, that the sums listed under each occurrence may be withheld from the payment due the Vendor provided that the Vendor has been notified within 72 hours after the district knows of the violation being reported to the District.

Such notification may be via Facsimile, certified US mail or via electronic mail (email).