



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

## **COPY PAPER PUBLIC SEALED BID**

**2020 - 2021 School Year**

**Bid Opening**

**9:00 A.M., CST**

**Thursday, June 4, 2020**

**Central Administration Building**

**8800 West 119<sup>th</sup> Street**

**Palos Park, Illinois 60464**

**Bids shall be sealed and plainly marked as follows:**

**Copy Paper Bid**

**DO NOT OPEN**

**Attn: Justin Veihman, Chief School Business Official**

**Bid Contact:**

**Justin Veihman**

**Chief School Business Official**

**[jveihman@palos118.org](mailto:jveihman@palos118.org)**

**708-761-5808**



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

---

### **LEGAL NOTICE**

The Board of Education, Palos Community Consolidated School District 118, Cook County, Palos Park, Illinois, is accepting bids for **COPY PAPER** on Thursday, June 4, 2020. Specifications will be available for interested bidders at the Central Administration Building, 8800 West 119<sup>th</sup> Street, Palos Park, Illinois on/or after Wednesday, May 20, 2020. The date and time of the public bid opening is as follows:

Bids will be due in the Business Office by 9:00 a.m., CST, Thursday, June 4, 2020, at the Central Administration Building, 8800 West 119<sup>th</sup> Street, Palos Park, Illinois for public opening.

Bid results will then be submitted to the Board of Education for its consideration. The Board reserves the right to accept or reject any or all bids.

Michael Pizur

Secretary, Board of Education  
Palos Community Consolidated School District 118



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

## **INSTRUCTIONS FOR BIDDERS**

These instructions are for bids to supply copy paper for Palos Community Consolidated School District 118, Palos Park, Illinois.

### **COMPLIANCE WITH LAW:**

All bidders shall comply with all requirements of law regarding bidding on public contracts, including those of Article 33 E of the Illinois Criminal Code of 1961, as amended.

### **TIME FOR BIDS:**

**All bids must be received at the Central Administration Building, 8800 West 119<sup>th</sup> Street, Palos Park, Illinois, 60464, prior to 9:00 a.m., CST, Thursday, June 4, 2020.** Bids will be opened at such time and read aloud. Amendments to bids or requests for withdrawal of bids received by the Board of Education after the time specified for bid opening will not be considered.

### **SEALED BIDS:**

All bids shall be made on the form provided and shall be submitted in a sealed envelope properly marked as follows:

**Copy Paper Bid  
DO NOT OPEN**

**Attn: Justin Veihman, Chief School Business Official**

### **TAXES & ADDITIONAL CHARGES:**

Palos Community Consolidated School District 118 is NOT subject to Federal Excise Tax or Illinois Retailers Occupation Tax. Prices quoted shall include all charges for packing, transportation and delivery to school district locations as designated in this bid.

### **WITHDRAWAL OF BIDS:**

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by Board before the latest time specified for submission of bids. The successful bidder may not withdraw or cancel or modify bidder's proposal after the bid has been opened.

### **COMPLETENESS:**

All information required by the invitation to Bid must be supplied to constitute a proper bid.



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

### **BIDS BINDING NINETY (90) DAYS:**

Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following the bid opening date, unless the bidder(s), upon the request of the Board of Education, agree to an extension.

### **CONDITIONAL BIDS:**

Qualified bids are subject to rejection in whole or in part. Bids submitted shall be to provide all services specified on the terms stated herein.

### **ERRORS & OMISSIONS:**

All proposals shall be submitted on the forms provided with each space properly completed. Special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals submitted. Should a bidder find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, (s)he shall advise the Chief School Business Official who will issue the necessary clarifications to all prospective bidders by means of addendum. Such advisements must be made in writing via email to [jveihman@palos118.org](mailto:jveihman@palos118.org).

### **RESERVATION OF RIGHTS BY THE DISTRICT:**

The Board of Education reserves the right to split the bid on the basis of best quotation. The bid of the lowest responsible and responsive bidder--complying in all respects with the conditions and specifications set forth herein--is normally accepted. The Board reserves the right to reject any and all bids or any part thereof whenever such rejection is in the best interest of the Board of Education, to waive immaterial technicalities in the bidding, and to accept the bid deemed most favorable to the Board after all bids have been examined and evaluated. Board of Education decisions are final in all instances and not subject to recourse. All bidders will be notified on the results of Board of Education actions.

### **CONTRACT FOR PURCHASE OF GOODS:**

The successful bidder will be required to enter into a Contract for Purchase of Goods with the Board of Education that incorporates the specifications as outlined in this bid. The contract for this bid is included in this bid package. Bidders shall review this contract and accept all terms prior to submitting a bid. Submittal of a bid shall be construed as acceptance of all provisions of the contract. **A signed Contract for Purchase of Goods, including Supplier Qualification Statement, must accompany bid documents.**

### **SUPPLIER QUALIFICATION STATEMENT:**

A completed supplier qualification statement must be submitted with bids. A blank supplier qualification statement is included in this packet.



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

---

**AUTHORITY TO ACT AS AGENT:**

Upon request, the bidder will provide proof to the District that the signatory on the bid proposal has the authority to bind the bidder to the prices(s) quoted.

**LENGTH OF CONTRACT:**

The Board of Education reserves the right to accept a bid to supply copy paper for a one-year contract and requires each bidder to specify a price for the 2020-2021 school year.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

## **BID SPECIFICATIONS**

### **INVITATION TO BID:**

The Board of Education, Palos Community Consolidated School District 118, Cook County, Palos Park, Illinois, is accepting bids for **COPY PAPER** on Thursday, June 4, 2020. Specifications will be available for interested bidders at the Central Administration Building, 8800 West 119<sup>th</sup> Street, Palos Park, Illinois on/or after Wednesday, May 20, 2020. The date and time of the public bid opening is as follows:

Bids will be due in the business office by 9:00 a.m., CST, Thursday, June 4, 2020, at the Central Administration Building 8800 West 119<sup>th</sup> Street, Palos Park, Illinois for public opening.

### **ADDITIONAL INFORMATION:**

Additional information may be obtained by contacting the Business Office at 708-761-5816 or [jveihman@palos118.org](mailto:jveihman@palos118.org).

### **BID AWARD:**

The bid will be awarded to the lowest responsible bidder(s) based on **total base bid** and the ability to fulfill bid specifications. However, the Board reserves the right to split the bid on the basis of best individual item cost. The bid(s) will be awarded by the Board of Education at its regularly scheduled monthly meeting on:

June 16, 2020

Palos District 118 Administration Building  
8800 West 119<sup>th</sup> Street, Palos Park, Illinois

### **ADDITIONAL SPECIFICATIONS:**

1. Provide copy paper as outlined on the attached bid form.
2. A sample of each copy paper as specified on the attached bid form **MUST BE SUBMITTED WITH THE BID FORM.**
3. The Board of Education will only accept bids on copy paper as identified on the attached bid form.
4. Provide delivery of copy paper as follows:

Delivery shall be made to the following buildings:



**On or about July 1, 2020:**

10 cases of 8.5" x 11" white copy paper;  
10 cases of 8.5" x 11" white recycled copy paper;  
to **Central Administration Building**,  
8800 West 119<sup>th</sup> Street, Palos Park, IL 60464

30 cases of 8.5" x 11" white copy paper;  
30 cases of 8.5" x 11" white recycled copy paper;  
to **Palos East Elementary School**,  
7700 W. 127<sup>th</sup> St., Palos Heights, IL 60463

40 cases of 8.5" x 11" white copy paper;  
40 cases of 8.5" x 11" white recycled copy paper;  
to **Palos West Elementary School**,  
12700 South 104<sup>th</sup> Ave., Palos Park, IL 60464

40 cases of 8.5" x 11" white copy paper;  
40 cases of 8.5" x 11" white recycled copy paper;  
to **Palos South Middle School**,  
13100 South 82<sup>nd</sup> Ave., Palos Park, IL 60464

**On or about November 2, 2020:**

6 cases of 8.5" x 11" white copy paper;  
6 cases of 8.5" x 11" white recycled copy paper;  
to **Central Administration Building**,  
8800 West 119<sup>th</sup> Street, Palos Park, IL 60464

50 cases of 8.5" x 11" white copy paper;  
50 cases of 8.5" x 11" white recycled copy paper;  
to **Palos East Elementary School**,  
7700 W. 127<sup>th</sup> St., Palos Heights, IL 60463

40 cases of 8.5" x 11" white copy paper;  
40 cases of 8.5" x 11" white recycled copy paper;  
to **Palos West Elementary School**,  
12700 South 104<sup>th</sup> Ave., Palos Park, IL 60464

40 cases of 8.5" x 11" white copy paper;  
40 cases of 8.5" x 11" white recycled copy paper;  
to **Palos South Middle School**,  
13100 South 82<sup>nd</sup> Ave., Palos Park, IL 60464



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

**On or about February 1, 2021:**

6 cases of 8.5" x 11" white copy paper;  
6 cases of 8.5" x 11" white recycled copy paper;  
to **Central Administration Building**,  
8800 West 119<sup>th</sup> Street, Palos Park, IL 60464

40 cases of 8.5" x 11" white copy paper;  
40 cases of 8.5" x 11" white recycled copy paper;  
to **Palos East Elementary School**,  
7700 W. 127<sup>th</sup> St., Palos Heights, IL 60463

40 cases of 8.5" x 11" white copy paper;  
40 cases of 8.5" x 11" white recycled copy paper;  
to **Palos West Elementary School**,  
12700 South 104<sup>th</sup> Ave., Palos Park, IL 60464

30 cases of 8.5" x 11" white copy paper;  
30 cases of 8.5" x 11" white recycled copy paper;  
to **Palos South Middle School**,  
13100 South 82<sup>nd</sup> Ave., Palos Park, IL 60464

All deliveries must be scheduled prior to delivery with our Operations Department at 708-761-5816.

Skid size must be no larger than 40" x 48" with no over-hanging materials. Skid weight must be less than 2,000 pounds per skid.

Paper must be delivered to designated locations inside each of the facilities listed above, complying with the following specifications:

- 1. Deliveries must be made with a lift gate truck. No loading docks are available.**
2. Drivers are responsible for providing a rubber-tired mobile hand truck and to transfer pallets for inside delivery to all district buildings.





Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

---

## **COPY PAPER BID CHECKLIST**

- Completed paper contract bid form
- Signed contract for purchase of goods
- Executed supplier qualification statement
- Paper samples



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

## **PAPER CONTRACT BID FORM**

### **Bid Description:**

This bid is for the purpose of entering into a contract to supply copy paper for Palos Community Consolidated School District 118.

### **Bid Submission Date:**

Thursday, June 4, 2020, at 9:00 a.m., CST.

### **Date and Time of Bid Opening:**

Thursday, June 4, 2020, at 9:00 a.m., CST, at the Central Administration Building, 8800 West 119<sup>th</sup> Street, Palos Park, Illinois, 60464.

**Term of Contract:** July 1, 2020, through June 30, 2021.

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Sections of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

### **Copy Paper Specifications**

**A paper sample of each paper type listed below must be submitted with all bids.**

Multi-Purpose Paper capable of working on the copy production equipment. The paper must be bright white 20 lb. weight base; must be suitable for pen and ink writing without feathering or see-through; lengthwise grain; ream cut to feed smoothly through automatic feed duplicator, laser or ink jet printers, and/or photo copiers; shall produce clear, legible copy on both sides and be free of curl; packed in sealed reams of 500 sheets.



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | www.palos118.org

### PAPER CONTRACT BID FORM

Case Quantity	Size	Color	Paper Type	Price per Case	Total Price
372	8.5" x 11"	White	Copy Paper		
372	8.5" x 11"	White	Recycled Copy Paper		

**TOTAL BASE BID \$** \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
City

\_\_\_\_\_  
Title

\_\_\_\_\_  
State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Date





**PALOS COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118  
(Contract for Purchase of Goods)**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between PALOS COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118 (hereinafter referred to as “DISTRICT 118”) and \_\_\_\_\_ (hereinafter referred to as the “VENDOR”).

WITNESSETH:

In consideration of the promises and covenants made herein by DISTRICT 118 and the VENDOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

**Section 1: The Contract Documents.** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”); however, this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where this Contract modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, this Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Proposal  
The Purchase Order  
The Scope

Additionally, execution of the Contract between DISTRICT 118 and VENDOR is contingent upon receipt of any certifications required by DISTRICT 118.

**Section 2: Goods To Be Purchased. Cost.** The VENDOR agrees to sell, transfer and convey to DISTRICT 118, and DISTRICT 118 agrees to purchase from the VENDOR the following tangible personal property: See table of copy paper requirements included in bid packet; (hereinafter referred to as the “GOODS”). DISTRICT 118 agrees to pay the VENDOR within thirty (30) days after acceptance of the GOODS, if the invoice for delivered GOODS is received by the 10<sup>th</sup> day of the month, pursuant to Sections 3 and 4 below and pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | www.palos118.org

amount: TOTAL COST: \_\_\_\_\_

(\$ \_\_\_\_\_) (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of DISTRICT 118. DISTRICT 118 is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

**Section 3: Delivery of Goods.** The GOODS shall be delivered FOB to PALOS COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118, 8800 W. 119th Street, Palos Park, Illinois 60464, or to any other address provided by DISTRICT 118. The VENDOR shall deliver the GOODS as specified in the bid packet. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after DISTRICT 118 has inspected the GOODS pursuant to Section 4 and the GOODS have been acknowledged in writing by DISTRICT 118 to be accepted. The risk of loss from any casualty to the GOODS, regardless of the cause, shall be upon the VENDOR until the delivery of the GOODS to DISTRICT 118's address, as provided above. When practicable, VENDOR will follow DISTRICT 118's requested shipping instructions. If none are requested, VENDOR will use its discretion in selecting an appropriate transportation method.

**Section 4: Right to Inspection and Cure.** DISTRICT 118 shall either issue an acknowledgement of acceptance or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if DISTRICT 118 does not accept the GOODS, the VENDOR shall be considered to be in breach of the terms of the Contract. DISTRICT 118 may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from DISTRICT 118, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM. DISTRICT 118 shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by DISTRICT 118. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by DISTRICT 118 and upon rejection shall be removed at no cost to DISTRICT 118.

**Section 5: Assignment.** The VENDOR shall not assign the duties and obligations of this Contract without the express written consent of DISTRICT 118.

**Section 6: Warranty.** VENDOR warrants that the GOODS sold hereunder are new and free from substantive defects in workmanship and materials, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to DISTRICT 118 prior to the issuance of final payment.



The VENDOR will not be relieved of any obligation to DISTRICT 118 in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and DISTRICT 118 shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

**Section 7: Indemnification and Insurance.** The VENDOR agrees to indemnify and hold harmless DISTRICT 118, its officers, agents, employees, representatives and assigns, from any and all lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as may be allowed by law, liabilities incurred due to joint negligence of DISTRICT 118 and the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, DISTRICT 118, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

Execution of this Contract by DISTRICT 118 is contingent upon receipt of any Insurance Certificates required by DISTRICT 118 in the CONTRACT DOCUMENTS.

**Section 8: Compliance with Laws.** The VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*, the "Act"). The VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain policies of equal employment opportunity which shall prohibit illegal discrimination. The VENDOR shall comply with all requirements of the Act including maintaining a written sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. The VENDOR shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

**Section 9: Certifications by Vendor.**



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | www.palos118.org

### Eligibility to Contract

The undersigned hereby certifies that the Vendor is not barred from bidding on or entering into this contractor 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.

\_\_\_\_\_  
Name of Vendor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Vendor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

\_\_\_\_\_  
Name of Vendor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### 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 the work under the contract by



)



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

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.

\_\_\_\_\_  
Name of Vendor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | [www.palos118.org](http://www.palos118.org)

---

### **Certificate Regarding Sexual Harassment Policy**

The undersigned 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.

\_\_\_\_\_  
Name of Vendor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title



**Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the District.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

\_\_\_\_\_  
Name of Vendor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Section 10: Notice.** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by e-mail if an acknowledgment of receipt is received or 5) sent by facsimile and printed acknowledgment of receipt is received. Notice shall be sent to the following:

To DISTRICT 118:

Justin Veihman  
Chief School Business Official  
Palos Community Consolidated School District 118  
8800 West 119th Street  
Palos Park, Illinois 60464  
Telephone: 708-448-4800  
Fax: 708-448-4880  
e-mail: jveihman@palos118.org

To the VENDOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone:  
Fax:  
e-mail:



Palos School District 118

8800 W. 119th St. | Palos Park, IL 60464 | 708-448-4800 | www.palos118.org

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**Section 11: Termination.** This Contract may be terminated by DISTRICT 118 prior to acceptance for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to DISTRICT 118's specifications, only upon payment of the costs incurred, as approved by DISTRICT 118, up to the date of termination.

**Section 12: Force Majeure.** The VENDOR may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, terrorism, embargo, failure of source of supply, or casualty. The VENDOR shall notify DISTRICT 118 as soon as possible, of any force majeure event that affects the VENDOR's ability to perform this Contract. Said notice should be provided no later than three (3) days after a force majeure event.

**Section 13: Law and Venue.** The law of the State of Illinois shall apply to this Contract and venue for legal disputes shall be in Cook County, Illinois.

**Section 14: Modification.** This Contract may be modified only by a written amendment signed by both PARTIES.

**Section 15: Counterparts.** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

**Section 16: Entire Agreement.** This Contract and the CONTRACT DOCUMENTS constitutes the entire agreement and understanding of the PARTIES and supersedes any previous agreement, whether orally or in writing, between the PARTIES relating to the subject matter of this Contract.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: DISTRICT 118

FOR: THE VENDOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_