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NORTH SHORE

SCHOOL DISTRICT 112

Date: July 16, 2024

To: Dr. Michael Lubelfeld, Superintendent of Schools
Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Finance and Operations

Subject: District Paper Supply for 2024-2025 School Year

Policy Alignment: 4:60 - Purchase and Contract

Disposition: Action

Executive Summary:

This year, the district initiated a bid process for copy paper. Historically, we partnered with District 113 to bid our copy paper. However, due to low paper demands, District 113 chose not to go out to bid this year. Thus, the district sought bids for copy paper on its own. An advertisement for the bid was placed in the Daily Herald on June 28, 2024. Bids were received and opened on July 10, 2024, from Contract Paper Ground and Veritiv Operating Company.

Veritiv Operating Company was the lowest responsible bidder and met bid specifications with regards to delivery and price; a box of white copy paper costs \$33.75 (see attached). The Contract Paper Ground company bid did not conform to our District specifications. (For example, the price was not held constant for the upcoming school year. The Veritiv lowest responsible bid includes duplicator paper, colored paper, and provides the same pricing regardless of the number of deliveries, which will allow us to manage our paper inventory. District 112's portion of this bid is \$41,073.75 for 1085 cases of paper. Last year, our district purchased copy paper from Garvey's Office Products at a cost of \$35.58 per box.

Based on the above, the administration will recommend at the July 16, 2023, Regular Board of Education meeting that the Board approves the paper bid offered by Veritiv Operating Company, the lowest responsible bidder, for approximately \$41,073.75 for the 2024-2025 school year.

Recommendation:

Roll call vote to approve the paper bid offered by Veritiv Operating Company, the lowest responsible bidder, for approximately \$41,073.75 for the 2024-2025 school year.



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NORTH SHORE
SCHOOL DISTRICT 112

Copy Paper Bid for School Year 2024-25

Invitation for Bid July 10, 2024

North Shore School District 112

Highwood, IL

INVITATION TO BID – Copy Paper Bid for School Year 2024-25

North Shore School District 112 is requesting bids for copy paper for School Year 2024-25. Bidders are invited to submit bids in conformance with the requirements hereinafter stipulated. The quantities based on this bid are our best estimate of demand for this period. Such quantities are not binding, and the Contractor must provide the quantity actually ordered by the District, whether that is more or less than the estimates. The District is seeking a base bid, which requires one delivery per year, and an alternate bid, which requires two deliveries per year. Bidders are required to provide bids for the base bid and alternate bid.

Deliveries must be made to: **1465 Busch Parkway, Buffalo Grove, IL, 60089, on a date to be determined by the District.**

SPECIFICATIONS: North Shore School District 112 is requesting bids from qualified vendors to provide copy paper in one or two deliveries over the 2024-2025 school year, for the following products:

	Basis Weight	Caliper	Brightness	Opacity	Sheets per ream	Reams per case
White, 8 ½ x 11 Regular	20	3.9	92	91	500	10
White 8 ½ x 14 Regular	20	3.9	92	91	500	10
Standard Colored 8 ½ x 11 Regular	20	3.9	N/A	N/A	500	10
Colored Bright 8 1/2 x 11	24/60	4.8	N/A	N/A	500	10
Colored Astrobright 8 ½ x 11	24/60	4.8	N/A	N/A	500	10
Card Stock White 8 ½ x 11	90	7.6	94	N/A	250	8
Card Stock, Colored, 8 ½ x 11	90	7.6	N/A	N/A	250	8

NOTE: Paper must be new and not include any recycled materials. We reserve the right to have paper replaced at the bidder’s expense if the paper quality is causing issues with our printing equipment.

The agreement may be renewed for additional one (1) year periods, for a total of five (5) years, at the option of the District. For any renewal period, the per unit cost of each item will increase by the year-to-year percentage change for the Chicago-Naperville-Elgin area as measured by the Consumer Price Index for All Urban Consumers (CPI-U) that occurred in the preceding calendar year (January-December).

ANTICIPATED USAGE:

North Shore School District 112	
Cases - White Paper: 8 1/2 x 11	QTY
# of cases of white paper	1025
Cases - Standard Colored Paper: 8 1/2 x 11	
# of cases of canary	2
# of cases of goldenrod	3
# of cases of green	3
# of cases of red	4
# of cases of pink	3
# of cases of blue	3
# of cases of buff	1
Total	19
Cases - Bright Colored Paper: 8 1/2 x 11	
# of cases of sunburst yellow	6
# of cases of lunar blue	8
# of cases of neptune blue	7
# of cases of fireball fuchsia	9
# of cases of terra green	7
# of cases of re-entry red	4
Total	41
Grand Total Paper Order	1085

BID OPENING: All bids must be received by 2:30 PM on July 10, 2024 addressed to Jeremy Davis, Assistant Superintendent of Finance and Operations, North Shore School District 112, 445 Sheridan Rd, Highwood, IL 60040. Bids received after this date and time will not be accepted. In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the bidder hereby proposes, offers and agrees if this bid is accepted to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications. The bid opening shall take place on July 10, 2024, at 2:30 PM at 445 Sheridan Rd, Highwood, IL 60040.

BID SUBMITTAL: Bidder must submit the original and one copy of the completed Bid Submission Form with all spaces filled in, executed by the bidder, and submitted in a sealed, opaque envelope clearly marked Copy Paper Bid for School Year 2024-25.

CONTRACT AWARD: Contract award is expected to be awarded on August 1, 2024.

REJECTION OF BIDS: The Board of Education reserves the right to reject any and all bids and to waive informalities and any and all irregularities in bidding procedures and to accept that bid which is considered to be in the best interest of the District. Any such decision shall be considered final.

BID SUBMISSION FORM

**BOARD OF EDUCATION OF
North Shore School District 112, LAKE COUNTY, ILLINOIS**

Bid Description: Copy Paper Bid for School Year 2024-2025

Bid Submission Date: 2:30 PM on July 10, 2024

Date and Time of Bid Opening: 2:30 PM on July 10, 2024

**Base Bid: One
 Delivery/Year**

All Prices are DELIVERED

Description	Brand	Rea m Price	Case Price	Pallet Price
White, 8 ½ x 11 Regular				
White 8 ½ x 14 Regular				N/A
Standard Colored 8 ½ x 11 Regular				N/A
Colored Bright 8 1/2 x 11				N/A
Colored Astrobright 8 ½ x 11				N/A
Card Stock White 8 ½ x 11,				N/A
Card Stock, Colored, 8 ½ x 11				N/A

**Alternate Bid:
 Two
 Deliveries/Year**

All Prices are DELIVERED

Description	Brand	Ream Price	Case Price	Pallet Price
White, 8 ½ x 11 Regular				
White 8 ½ x 14, Regular				N/A
Standards Colored 8 ½ x 11 Regular				N/A
Colored Bright 8 1/2 x 11				N/A
Colored Astrobright 8 ½ x 11				N/A
Card Stock White 8 ½ x 11				N/A
Card Stock, Colored, 8 ½ x 11				N/A

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 a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. 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.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

BID CONDITIONS

1. DEFINITIONS

- 1.1 “BOARD” or “SCHOOL DISTRICT”: The Board of Education of North Shore School District 112, Lake County, Illinois.
- 1.2 “BID DOCUMENTS” include:
- I. Advertisement
 - II. Invitation to Bid
 - III. Bid Submission Form
 - IV. Bid Conditions
 - V. Bidder Checklist
 - VI. Addenda, if any
- 1.3 “SELLER” or “CONTRACTOR”: The successful bidder.

2. FORM OF BID

- 2.1 Bid Submission: The Bid containing the Bid Submission Form must be submitted to North Shore School District 112 at 445 Sheridan Rd, Highwood, IL 60040, no later than the date and time set forth on the Bid Submission Form. The bid must be submitted in a sealed, opaque envelope addressed to Jeremy Davis, Assistant Superintendent of Operations and Finances and labeled Copy Paper Bid for School Year 2024-2025. The name, address, and phone number and a contact must be listed on the outside of the bid. The sealed bid must be submitted on the forms provided.
- 2.2 Alternate Bids: Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
- 2.3 Bid Deposit: NOT REQUIRED
- 2.4 Delivered Price: Your bid price must be a ***delivered price, to the Board's destination, with all transportation and handling charges paid by the bidder.*** The bid price must be firm for the 2024-2025 school year.

- 2.5 Unit and Total Prices: The price for the units specified in the Project Bid Specifications should be clearly shown for each separate item in the space provided on the Bid Submission Form. Only one unit price should be quoted according to the unit of measure as shown on the Bid Submission Form.

3. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF BID

- 3.1 Withdrawal, Cancellation, or Modification of Bids: A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board. Any bidder that withdraws, cancels or modifies a bid within said sixty (60) day period shall forfeit the Bid Deposit.
- 3.2 Late Bids: Bids received after the time specified in the Bid Documents will not be considered.

4. BIDDER REPRESENTATIONS

- 4.1 Complete Understanding: Each bidder warrants and represents that he or she has read and understands the Bid Documents.
- 4.2 Project Familiarity: NOT APPLICABLE
- 4.3 Specifications: Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.4 Authorized Representative: Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
- 4.5 Waiver of Liens: NOT APPLICABLE
- 4.6 Bid Rigging and Bid Rotating: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing this Contract, the Contractor certifies that it is not

barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The Contractor agrees that if this certification is false, the Board may declare the Contract void. The Contractor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the Contractor is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.

5. AWARD

- 5.1 Award of Bids: Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board.
- 5.2 Bid Reservation: The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding.
- 5.3 Interpretation of Bid Documents: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit to Jeremy Davis at jdavis@nssd112.org a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by Jeremy Davis at jdavis@nssd112.org. A copy of such addendum will be mailed or delivered to each person receiving a set of such Bid 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 or her proposal. Oral explanations or representations will not be binding.

6. QUALITY OF WORK/CONDITION OF GOODS

- 6.1 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 limited to, 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 the 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.

- 6.2 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 material or workmanship or which fail to meet the Project Bid Specifications contained herein or the 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 such rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. Upon rejection, the Seller shall immediately return full purchase price to the Board.
- 6.3 Payment and Price: Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
- 6.4 Warranties: The Seller makes the following warranties to the Board and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The 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 the Seller. The Seller shall, at its sole cost and expense, promptly repair or replace to the Board's complete satisfaction all goods/services received for a period of one (1) year from date of acceptance, unless the Project Bid Specifications require a greater warranty period.
- 6.5 Patent Infringement: The Seller shall indemnify and hold harmless the Board, its successors, employees, agents, assigns, and users of the goods herein described against any and all liability, 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. The Seller agrees that it will assume, upon request, the defense of any and all such suits and pay all costs and expenses incidental thereto.

6.6 Maintenance and Repair Services: Not applicable.

7. DELIVERY

7.1 Shipping Instructions: Unless otherwise specified, packages must bear the Board's order number and bulk containers must also show gross 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 requirement.

7.2 Deliveries/Time: Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site.

7.3 Rejection and Cancellation: The Board reserves the right to reject any goods or services and to cancel all or any part of this sale if the Seller fails to deliver all or any part of the goods or services described in the Bid Documents. Acceptance of any part of the goods or services covered by the Bid Documents shall not obligate the Board to accept future shipments or work nor deprive it of its right to revoke any acceptance theretofore given. If the 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 the Seller, or if a receiver for the Seller is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the Seller, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the Bid Documents then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

7.4 Earliest Delivery Time: The Contractor must make delivery upon receipt of order unless otherwise specified in the Bid Documents, or as otherwise mutually agreed. The Contractor must indicate time required for delivery on the bid.

8. MISCELLANEOUS

- 8.1 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.
- 8.2 Waivers: The failure of the Board to demand strict performance on any one occasion 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 thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
- 8.2 Default: If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
- 8.3 Compliance with Applicable Law: The bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et seq.*) in performing under the Bid Documents.
- 8.4 Prevailing Wage: NOT APPLICABLE
- 8.5 Assignment: The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
- 8.6 Indemnification: The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the bidder; and (2) any breach by the bidder of the Bid Documents.

- 8.7 Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.

BIDDERS CHECK LIST

Your bid should contain:

- One original and one copy of the **Bid Submission Form**.

			Vendor 1: Contract Paper Group				Vendor 2: Veritiv Operating Company					
One Delivery		Qty (Cases)	Brand	Ream Price	Case Price (10 reams per case)	Pallet Price	Total	Brand	Ream Price	Case Price (10 reams per case)	Pallet Price	Total
	White, 8 ½ x 11 Regular	1025	Fascopy Equal	\$3.24	\$32.49	N/A	\$33,302.25	Comet	\$3.38	\$33.75	\$1,350.00	\$34,593.75
	Colored 8 ½ x 11 Regular	19	Eagle	\$5.24	\$52.40	N/A	\$995.60	Printworks 2500/ct	\$10.80	\$108.00	N/A	\$2,052.00
	Colored Astrobright 8 1/2 x 11	41	Astrobright #60	\$10.19	\$101.90	N/A	\$4,177.90	Printworks 2500/ct	\$10.80	\$108.00	N/A	\$4,428.00
	Total						\$38,475.75					\$41,073.75