



INVITATION TO BID

JUST IN TIME(JIT) Paper Delivery

515 W. Main St.
Barrington, IL 60010
847-381-6300

May 1, 2025

INVITATION TO BID

Barrington Community Unit School District 220 will accept sealed bids for:

JUST IN TIME (JIT) PAPER DELIVERY

Submit your bid to the attention of:

Sarah Lager
Assistant Superintendent of Business Services, CSBO
Barrington CUSD 220
515 W. Main St.
Barrington, IL 60010

Bids must be received at the above address no later than Wednesday, May 14, 2025, at 10:00am, at which time the bids will be opened and read aloud.

Bids must be submitted in a sealed, opaque envelope clearly marked, "JIT Paper Delivery Bid". Please include two hard copies of the bid document and a USB flash drive with all documents.

Joint Procurement / Cooperative Participation Agreement

This Invitation to Bid (ITB) is issued by Barrington Community Unit School District 220 ("BARRINGTON") serving as the Lead Procurement Agency (LPA), for the Illinois Educational Purchasing Cooperative, known as "ILLINOIS COLLABORATES" on behalf of itself and nine other participating agencies / Illinois school districts. The resulting contract will be a joint purchase master agreement for paper and is established under a cooperative purchasing arrangement. This allows not only the participating agencies, but also other public agencies and eligible private educational institutions across Illinois, to "piggyback" on the awarded contract and receive the same pricing as bid, subject to the same terms contained in these bid documents. The selected Contractor(s) will be expected to provide goods to the original Participating Agencies (PAs). While the ability to serve additional agencies is encouraged, it is not a requirement for award. Contractors must comply with the Cooperative Purchasing Terms (see Addendum). This procurement is issued pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/0.01 *et seq.*

PARTICIPATING SCHOOL DISTRICTS

Lake Zurich Community Unit School District School District 95
Aptakisic-Tripp School District 102
Worth School District 127
Evanston Skokie School District 65
Mannheim School District 83
Woodland CCSD 50
West Aurora School District 129
Community Consolidated School District 15
Bensenville District 2

Note that other school districts and public bodies may join at a later date and by bidding Bidder agrees to provide the same pricing subject to the terms herein to such participating school districts and public bodies.

Bidder further acknowledges that no participating school district listed here is required to award a contract to Bidder and Barrington Community Unit School District 220 makes no guarantee that any other participating school district or public body will award a contract to Bidder even if Barrington Community Unit School District 220 does make such an award.

DEFINITIONS

1. Throughout this document, Barrington Community Unit School District 220 may also be referred to as the "District" or the "School District".
2. Barrington CUSD 220's Board of Education may also be referred to as the "Board of Education" or the "Board".
3. A party submitting a bid is referred to as "Bidder".
4. The bidder with whom the Board would enter into a contract to provide JIT Paper Delivery services is referred to as a "Successful Bidder" or "Contractor."
5. This invitation to bid document, bid specifications, instructions, terms and conditions, appendices, any addenda, public notices and related documents are referred to as the "Bid Specifications".

INSTRUCTIONS TO BIDDERS

1. Barrington CUSD 220, on behalf of itself and other educational, governmental, and non-profit entities, is seeking proposals from qualified and experienced Contractors to establish a contract for Just-in-Time (JIT) desktop delivery of paper, as needed, for a 12-month term, with the District reserving the right to two (2) additional 12-month extensions for a maximum of three (3) years. Sealed proposals are hereby invited, and said proposals shall be delivered to the Assistant Superintendent for Business Services at Barrington CUSD 220, 515 W. Main St., Barrington, IL 60010, any time prior to, but not later than 10:00 a.m., local time, on Wednesday, May 14, 2025, at which time bid results will be read to the public. No proposal received after the said designated time will be considered. The bidder assumes the risk of any delay in the handling or delivery of mail. Facsimile or email submissions will not be accepted.
2. Bidders may submit questions until Question Submission Deadline: May 7, 2025 @ 5:00PM to Jennifer Prindle, Director of Fiscal Services, CSBO, by email jprindle@barrington220.org. Questions will be answered via an addendum posted to the Barrington 220 website by May 9, 2025 by 5:00 P.M.
3. Bid proposals must be submitted on the attached Bid Form provided with these specifications and must be contained in a sealed, opaque envelope which shall be clearly marked on the outside thereof with "Just In Time (JIT) Paper Delivery Bid" and the name and address of the bidder. A bid proposal must consist of one original set of all required bid documents and supporting materials along with two copies thereof.
4. Bidders are expected to review thoroughly all bid documents and to familiarize themselves with all the terms and conditions thereof. Failure of the successful Bidder to familiarize itself with these materials shall not relieve the successful Bidder of any of its obligations hereunder.
5. All bids shall be completed with each space properly filled in. The 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 bids as submitted. All Bidders will be bound by any and all math calculations, misquotes, or mistakes of any kind and to all terms contained in these bid specifications. Bids shall be without interlineations, or erasures. No oral, telephonic, facsimile or electronic bid or revision to a bid will be considered.
6. Should the bidder find any discrepancies in or omissions from any of the documents, or be in doubt as to their meanings or require any interpretation, the Bidder shall submit a written request for clarification to Jennifer Prindle, Director of Fiscal Services, CSBO, by email (jprindle@barrington220.org) or US Postal Service, courier or other delivery service (Barrington CUSD 220, 515 W. Main St., Barrington, IL 60010), who shall issue the necessary clarification to all parties by means of a written addenda and whose interpretation or decision shall be conclusive to all parties. Written requests must be received no less than ten days before the bids are due, and requests received after this time will not be addressed. Oral explanations will not be binding. The District may determine in its sole discretion whether or not to respond to a Bidder's request for interpretation. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All Contractors are requested to notify the District immediately of any errors or omissions that may be encountered.

7. Bidders shall bid in strict accordance with the requirements of the Bid Specifications, and no bid shall be accepted that alters or qualifies the bid price, as required to be submitted on the Bid Form, or otherwise alters the terms and conditions of the Bid Specifications. Bidders shall submit a complete bid package, including a Bid Form containing responses to all items. Bidders who wish to provide portions, but not all, of the levels of service set forth on the Bid Form must complete the entire form by inserting the words "No Bid" or "N.B." in those portions of the form which refer to JIT Paper Delivery the Bidder declines to quote. A bid containing incomplete blanks may be considered an incomplete bid and rejected as non-responsive.
8. Price, terms, and conditions must be firm for acceptance for a period of seventy-five (75) calendar days from the date of the bid opening. All bids must be signed by persons legally qualified to sign such documents. Unsigned bids will not be accepted. The signing of Bid Form shall be construed as acceptance of all provisions contained herein. Corrections, modifications or amendments to bids for any reason, including any error or miscalculation, shall not be permitted. The District reserves the right to reject any or all bids or portions thereof and to waive any informalities, irregularities or defects in any proposal should the District view any such action to be in its best interests.
9. All bids shall be accompanied by the following statement, on the Bidder's official stationery, addressed to the District, and executed by an authorized Bidder representative:

The undersigned Bidder represents it has carefully read and examined the "Public Notice" and all Bid Documents contained in the Barrington CUSD 220 Just In Time Paper Delivery Bid Package dated May 1, 2025 including, without limitation, the "Instructions to Bidders," "Scope of Services," "Bidder Information Sheet," "General Conditions," and "Bid Form." The undersigned will provide the services required in the Bid Documents for the prices bid and on the terms stated therein.

Further, the undersigned Bidder agrees and warrants that the bid submitted is a firm and irrevocable offer (not subject to correction, amendment or modification) from the date received by the District until at least seventy five (75) calendar days after the date the bid is opened and announced to the public.

10. The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits and certifications, which are or may be required by regulatory bodies for the performance of JIT Paper Delivery. The Contractor shall assume all costs involving of the supply and delivery of paper.
11. The submission of a bid by a Bidder will be construed as an indication that the Bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in accordance with the specifications. The successful bidder shall be required to enter into a written contract with the District, which incorporates all of the terms of these bid documents and is substantially in the form of Appendix B to these bid documents.
12. The Board of Education of Barrington CUSD 220 reserves the right to reject any or all bids in whole or in part, to award all or part of the contract to one or more bidders, to waive any informalities, irregularities or defects in any proposal, and to accept that bid which is in the best interests of the District. The Board of Education also reserves the right to reject any bid when it is determined that the bidder is not properly qualified to carry out the obligations of the contract. Any such decision shall be considered final. Further, no participating agency has any obligation to award a contract even if the Board of Education of Barrington CUSD 220 makes such an award.

13. In determining the award of the contract, the financial responsibility will not be the sole criterion. Price will be a factor, but not be the sole determining factor, in the evaluation. Responsibility of the bidder will be evaluated based upon all the factors identified in the Contractor Resume, other materials supplied with the sealed bid package, and information garnered by the Board of Education and its agents through their independent investigation.
14. The District will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show types of service or supplies similar to those included in the bid. Representatives from the District reserve the right to inspect the Bidder's facilities and other paper supply and delivery operations under its management prior to any award of the Contract at the expense of the Bidder.
15. No employee of the District or any participating agency is to be extended any form of gratuity in connection with the Contract.

SCOPE OF SERVICES

The selected Contractor will be responsible for ensuring quality and timely JIT Delivery of various categories of Paper. Additional locations may be added to support the District's Joint Purchasing Master Contract and/or Cooperative Participants/participating agencies .

For the purpose of this ITB, Categories of Paper include, but are not limited to:

- Standard white office paper (8.5" x 11")
- Recycled office paper (minimum 30% post-consumer content)
- Legal-size paper (8.5" x 14")
- Ledger-size paper (11" x 17")
- Color printing paper (8.5" x 11")
- Color Index/Card Stock Paper (8.5" x 11")
- Index paper (8.5" x 11", 11" x 17")
- Construction Paper (12" X 18")
- Additional Paper as identified and mutually agreed upon by the Contractor and Contract Holder

There is no guarantee of quantities for actual orders or usage.

Delivery will be made at a **maximum of 72 business hours** from order placement.

Emergency orders must be fulfilled **within 24 hours**.

Contractor shall Provide a detailed lead time schedule for specialty paper orders.

All boxes shall be plainly marked, indicating contents, quantity, size, weight, and color of paper.

Deliveries made to Participating Agencies will be made between 8:00AM and 3:00PM local time (Monday through Friday), excluding state holidays unless pre-approved by the Contract Holder.

Delivery will be made F.O.B. Destination with all transportation and handling paid by the Contractor.

WARRANTY

The Contractor warrants the product to be free of defects. Paper having a curl produced while manufacturing which cannot be corrected under reasonable working conditions shall be rejected and the Contractor will be required to replace it at no cost, within 24 hours. Overruns and underruns shall not be accepted.

CONTRACTOR REQUIREMENTS

- Demonstrate experience in paper supply and delivery services for other Educational or Governmental agencies for projects with similar size or scope.
- Demonstrate the ability to deliver paper directly to individual departments within the agency of the Contract Holder on an as-needed basis.
- Ensure that all paper meets or exceeds industry quality standards.
- Maintain adequate stock levels to prevent supply chain disruptions.
- Provide an online or electronic ordering system for ease of request and tracking.
- Be fully licensed to operate within Illinois and hold all necessary certifications and permits, if applicable.
- All operations must comply with relevant local, state, and federal laws, rules, ordinances and regulations.

OPTIONAL NATIONAL COMPLIANCE

This Invitation for Bid (IFB) is issued in accordance with the regulations and requirements of the State of Illinois and is primarily intended for services within this State. However, bidders interested in providing services outside of Illinois under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those bidders seeking to expand their service offerings nationally.

OPTIONAL LICENSING & COMPLIANCE ACROSS STATES

Bidders interested in being considered for business outside of Illinois must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications, licensing, and permits required not only in Illinois but also in any other states where they propose to offer services.

BIDDER INFORMATION SHEET/CHECK LIST

Each Bidder is required to provide the following information in the sealed envelope with the Bid Form at the time of submission. The purpose of this information is to give the District a synopsis of each Bidder's method of operation in a form that will enable the District to determine each Bidder's responsibility.

1. Company history.
2. Current company size and service offerings.
3. A statement listing the Bidder's JIT Paper Delivery experience within the past 5 years for other Educational, Governmental, or Private Sector entities of a similar size and scope.

4. Copies of Insurance Certificates.
5. School references with service dates and contact information.
6. Statement of Fiscal stability. Each Bidder must submit audited financial statements for the three (3) most recent fiscal years and the most recent quarterly report. Statements must include auditor's letter of opinion, auditor's notes, balance sheets and statement of income/loss. The Contractor may, additionally, be required to furnish other evidence of fiscal stability at the option of the District.
7. Statement of Bidder's staff, which should include resumes of key management personnel, including, but not limited to the potential site manager and/or district manager.
8. Hold harmless statement on the Insurance Policies.
9. Letter acknowledging receipt of the General Conditions, Instructions to Bidders and other Bid Documents.
10. List describing all legal actions filed or initiated since January 1, 2021 in which the Bidder has been a debtor in bankruptcy, or a defendant in any lawsuit, whether claiming a breach of an agreement or a contract, or seeking damages for personal injury, wrongful death or property damage, or a respondent in an administrative action for deficient performance, or a defendant in a criminal action.

TERMS AND CONDITIONS

1. BID AWARD

Award will be made to the Bidder or Bidders who the Barrington CUSD 220 Board of Education or a participating agency, in the exercise of its discretion and in accordance with law, determines to be most able to provide the requested services and products in the best interest of the awarding entity, and any other factors set forth in the Bid Specifications regarding quality of service. Price will be a factor, but not be the sole determining factor, in the evaluation. While the price and financial responsibility of the Bidder is of significant concern, the District is equally concerned with the proven ability of the Bidder to satisfactorily perform and fully render the services set forth in these Bid Specifications. Accordingly, the District will take into consideration the following items in determining the bid award. This list shall be deemed non-exclusive, and the District shall be entitled to take into account any other information relevant to the determination of whether the Bidder is an acceptable, responsible Bidder.

1. Experience of the Bidder in providing JIT delivery of paper.
2. Resumes of key management personnel and owners.
3. Pending litigation and litigation that has been concluded in the prior five years.
4. Evidence of management expertise in JIT paper delivery, including evidence of successful performance of other contracts similar in size, scope, and nature of the District's proposed contract.
5. Reputation of the Bidder for cooperation and ability to comply fully with all contract provisions.
6. Bid price.
7. Prospect for continuing financial stability of the Bidder during the contract period.

In determining whether a Bidder is a responsible Bidder that meets the Bid Specifications, the District reserves the right, but is not obligated, to request additional information at any time from any or all Bidders to clarify issues based in its initial evaluation of bid submissions.

The Board of Education reserves the right to reject any and all bids, and waive any informalities, irregularities, or defects in any proposal, if it is in the best interest of the School District to do so. A single award or multiple awards are an option for the District and the public agencies.

2. SCOPE

The contract will consist of an initial 12-month term, with the District reserving the right to two (2) additional 12-month extensions for a maximum of three (3) years. The JIT paper delivery agreement includes, but is not limited to, responsibility for supplying and delivering paper to individual departments within the District. Additional locations may be added as mutually agreed by the Contractor and Contract Holder, as long as such modifications remain within the general scope.

3. INTERPRETATION AND ERRORS

If questions should arise requiring interpretation of these Terms and Conditions or other Bid Documents, such questions shall be referred, in writing, to the Director of Fiscal Services, whose decision shall be binding on all parties. No advantages shall be taken by any Bidder or the Contractor of manifest clerical errors or omissions in the Terms and Conditions or other Bid Documents. All Bidders and the Contractor are requested to notify the Director of Business Services, immediately of any errors or omissions that may be encountered.

4. POLICIES, LAWS AND REGULATIONS

Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, as modified by current practice, and such other future regulations as may reasonably be required or adopted by the School District.

Bidder certifies that it has complied with the requirements of Subsection 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. The Barrington CUSD 220 Board of Education states that it is in compliance with said law.

Bidder shall at all times observe and comply with all laws, ordinances, regulations or codes of the Federal, State, County and other local government agencies, which may in any manner affect the performance of the contract and in particular any such laws pertaining to safety. The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, physical or mental disability, nor otherwise commit an unfair employment practice.

Bidder, or agent, states that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

FOIA. As an independent contractor, records in the possession of the Bidder related to the

Contract may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Bidder shall immediately provide the District with any such records requested by the District to timely respond to any FOIA request received by the District. The District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Bidder refuses to provide a record that is the subject of a FOIA request to the District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the District in any way, the Bidder shall reimburse the District for all costs, including attorneys' fees, incurred by the District related to the FOIA request and records at issue.

Faith's Law. Bidder additionally certifies that prior to sending any employee or contractor/subcontractor to the premises, Contractor has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the School, Contractor agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.

6. INSURANCE

The Contractor shall procure and maintain during the term of the Contract all insurance coverages listed below. Each Bidder shall provide at the time of bid submission a certificate of insurance evidencing ability to obtain insurance on the terms and conditions stated herein. Insurance shall be with companies licensed and admitted to do business in Illinois and satisfactory to the District. If a Bidder is unable to meet the insurance limits as described, that Bidder may submit an alternate bid by printing "ALTERNATE BID" at the top of Bid Form, and on the reverse of the Bid Form listed all coverages and limits. The District will first consider and will give preference to bids that meet the requested insurance limits, and will then consider alternate bids.

Comprehensive General Liability

Contractual Personal Injury including sexual misconduct

\$1,000,000 per occurrence

\$5,000,000 aggregate for personal injury, bodily injury, sexual misconduct and property damage

Vehicle Liability, including coverages applicable to Illinois statutes including all owned, non-owned and hired coverages

\$1,000,000 combined

\$40,000 Uninsured/Underinsured Motorists

Medical Payment

\$100,000.00 per person, each occurrence

Excess Umbrella

\$5,000,000.00 each occurrence

Workers' Compensation Insurance

At least the minimum limits as specified by law. Employer liability limit shall be \$1,000,000.

Insurers providing coverage must have a current rating of "A VII" or better as provided by A.M. Best's rating system. Policies must not contain any sexual abuse exclusions.

The insurance shall cover the District as an additional insured in addition to the Contractor, and shall include the following language. "It is understood and agreed that the following shall be Additional Insured: Barrington CUSD 220 (and any participating school district that awards a

contract to Contractor), including all elected and appointed officials, all employees and volunteers, all boards, and their board members on a primary and non-contributory basis.” The insurance policies providing Comprehensive General Liability coverage shall contain the hold harmless/indemnifications specified in these bid specifications, and all policies listed under this section shall also contain a waiver of all rights of subrogation against the District and the additional named insureds listed in this section, for all losses payable under said insurance policies.

For the first year of the Contract only, final Certificates of Insurance shall be filed by the Contractor with the District within ten (10) days of Contract award, and for each remaining year of the Contract, the Certificates of Insurance shall be filed by the Contractor with the District by July 1. The Certificates of Insurance shall show that the District, the Board and all relevant individuals have been duly named as additional insureds under each policy and also include the following language. “It is understood and agreed that thirty (30) Days Advance Written Notice of Cancellation, Reduction, and/or Material Change in coverage will be mailed to: Assistant Superintendent of Business Services, Barrington CUSD 220, 515 W. Main St., Barrington, IL 60010” The Contractor shall incur a one hundred dollar (\$100) per diem penalty for each day it fails to file said Certificates of Insurance after the applicable due date. In the event of cancellation, the Contractor shall furnish evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the cancellation date of the original policy. Failure of the Contractor to obtain new insurance shall be cause for the District to immediately terminate the Contract.

7. BILLING

Invoicing shall be done by the Contractor directly to the District. In addition, the Contractor shall provide billed in accordance with these Terms and Conditions. These charges shall be broken down by route and by date. For all regular and summer school routes, the

The Contractor shall prepare and present detailed monthly billing for services to the District, including copies of all calculations deriving per-student charges from per-route and per-trip charges. Contractor shall submit invoices to the District on or before the fifteenth (15th) day of each month. The District shall make payment to the Contractor monthly in arrears based upon actual routes at the appropriate unit prices per route, as specified in the Bid Form. Payments shall be made monthly after approval of the bills by the District’s Board of Education based upon the Districts’ meeting schedule and in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. Failure to submit bills to the Districts on time will result in a delay of payment until the next scheduled business Board of Education meeting. The District will not be responsible for late fees due to Contractor’s failure to provide the invoice in sufficient time to present to the Board of Education at its next regularly scheduled meeting.

Final invoicing for the year will be provided to the District by July 15th.

6. CONTRACT TERM, EXTENSION AND CONTRACT PRICE

The contract will consist of an initial 12-month term, with the District reserving the right to two (2) additional 12-month extensions for a maximum of three (3) years.

Economic Adjustment:

- a. The prices in this Contract must remain firm for the first twelve (12) months after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given twelve (12) month period.
- b. All adjustment requests shall be made in writing. Contractor shall not be entitled to apply

an upward price adjustment without first obtaining approval from the District.

- c. In the event a downward adjustment is warranted, the District reserves the right to adjust once during any given twelve (12) month period for this decrease. It will be the responsibility of the Contractor to notify the District any such decrease.
- d. Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI):
 - a. WPU09141105 Recycled Paper
 - b. WPU091301 Writing and Printing Paper
- e. The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.
- f. No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 12 months.

The maximum allowable adjustment shall be calculated as follows:

Maximum Allowable Price = $A / B * C$

A = Bid Price

B = Base PPI index (defined by time of bid opening)

C = Published PPI index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at <https://www.bls.gov/PPI/>.

- g. Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by the District and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

If for any reason the District determines that continuation of this Contract is not in the best interests of the District, it may withdraw from and terminate the Contract at the end of any fiscal year (a fiscal year ends on June 30) covered by this Contract, provided that the District gives the Contractor written notice of its intention to so terminate the Contract by April 1 of said fiscal year. If the District elects to extend the Contract for an additional 12-month period it shall so notify the Contractor in writing by April 1 of the year in which the Contract would otherwise expire.

7. SERVICE INTERRUPTION

- a. If service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, the District shall have the right to secure and substitute other JIT paper delivery. If the cost of the substitute JIT paper delivery is higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company.

8. TERMINATION OF CONTRACT

- a. If the Contractor or its employees at any time fail to comply with the terms of this Contract, or do not fully perform and strictly adhere to any of the terms hereof

required to be performed, the District may, at its discretion, terminate this Contract, as provided herein.

- b. If the District determines that the Contractor has failed to comply fully, perform, or strictly adhere to this Contract, then the District may, at its discretion, through its Superintendent, send written notice to the Contractor indicating the intention of the District to declare the Contractor in default. In such notice, the District shall state in what respect the Contractor has failed to comply with the terms of the Contract, and shall further state a date upon which the Contract will terminate, unless the Contractor, prior to such date, cures the defect to the satisfaction of the District. The Contractor shall provide the District a written correction plan to provide a cure for the non-compliance concerns within 48 hours of the receipt of the District's notification. If prior to the date of termination stated in said notice, the District notifies the Contractor that the defect has been cured, the Contract will not terminate on the date stated in the notice but will be deemed to have remained in effect as of the date such notice was given. In the event the District does not so notify the Contractor that the defect has been cured, this Contract shall be terminated without further action by the District on the date of termination stated in the notice.
- c. The date of termination stated in the notice of intent to declare the Contractor in default, as provided in 2. above, may not be sooner than fifteen (15) calendar days following the date of such notice.
- d. The District may terminate the Contract without cause after providing the Contractor with 60 days written notice.
- e. The right of the District to terminate the Contract as provided in this Section is cumulative with all other rights of the District contained herein.

9. BREACH OF CONTRACT

If the Contractor shall violate, breach or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, rules and regulations, the contract shall, at the option of the Board of Education, be void and the said District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Contractor. If terminated, said termination shall be effective on the date stipulated by the Board, but shall not be less than five (5) days after receipt of written notice by the Contractor.

If, in the opinion of the District, minor contract violations and/or non-performance problems occur, notice will be given to the Contractor and appropriate deductions will be made for the unsatisfactory services and the District shall be entitled to damages for such breach including, but not limited to attorney fees incurred in enforcing or correcting such breach.

10. ADDITIONAL PROVISIONS

- a. The responsibility for hiring and discharging personnel in respect to the provision of services related shall rest entirely upon the Contractor, and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this requirement.
- b. In the event questions should arise requiring interpretation, such questions shall be referred to the School District whose decision shall be conclusive to all parties. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All Contractors are requested to notify the District immediately of any

errors or omissions that may be encountered.

- c. Price, terms, and conditions must be firm for acceptance for a period of seventy-five (75) calendar days from the date of the bid opening.
- d. The Contractor shall assume all costs of the JIT paper delivery operations, including but not limited to, supply, delivery, operations, and all types of required insurance Bidders shall not include taxes that school districts are not subject to in their quotation.
- e. The successful bidder shall be required to enter into a written contract with the District, which incorporates all of the terms of these bid documents and is substantially in the form of Appendix B to these bid documents.

11. FORCE MAJEURE

The District and the Contractor shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by Act of God, fire, strike (other than by Contractor's employees), loss of transportation, facilities, lock-out (other than by Contractor), or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing. The District shall have no obligation to make payments to the Contractor for services not rendered during the force majeure event.

12. SEVERABILITY

Should any article, section, or clause of this document be declared invalid by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this document to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the document.

13. ASSIGNMENT

Contractor shall not sell or assign this Agreement to any other person or entity except with the express written approval of the Board of Education.

14. INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend Barrington CUSD 220 (or any participating agency), members of its Board of Education, officers, employees, students, teachers, agents, successors and assigns thereof against all suits, actions, legal proceedings, claims and demands, and against all personal injuries and property damages, losses, costs, expenses and attorney's fees, in any manner caused by, arising from, incident to, connected with any acts, omissions or failures to perform the Contract which are attributed to the Contractor, its officials, employees, agents, successors or assigns.

Contractor agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on District property, and waive any limitation of liability defense bases on the Workers' Compensation Act against claims by District for indemnification or contribution; and further agrees to indemnify and defend District and its Board members, agents and employees and volunteers (Indemnities) from any against all such loss, expense, damage or injury, including reasonable attorney's fees, that Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnities own negligence, and further agrees to pay any contribution appropriate for Contractor's own negligence. Contractor shall ensure that this provision is inserted in every contract between

Contractor and subcontractors. If such provision is not contained within a subcontractor contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all subcontractor liability for such indemnification of or contribution to District.

Bidders acknowledge that multiple contracts may be awarded and it agrees to not bring any claim against the District or any participating agency if the District identifies the Bidder as a potential awardee but the District or another participating agency awards its contract to another Bidder identified as a potential awardee.

15. INDEPENDENT CONTRACTOR STATUS

Contractor will enter into this proposed contract for furnishing paper only as an independent contractor and further acknowledges that neither Contractor nor any of its employees shall be deemed a representative, agent, joint venture, official, or employee of the District.

In entering into a Contract with the Contractor, the District has relied upon the Contractor's representations, resume and financial condition letter submitted with the bid. The District recognizes that the Bidder is an expert in the manner in which the work under the Contract is to be performed and expects Bidder to perform all work in accordance with the standards required by such expertise.

The Contractor is responsible for furnishing all or one of the following:

- a. Supply of paper
- b. JIT delivery of paper

In performing this Contract, Contractor is an independent contractor and is not an officer, member, agent or employee of the District.

2025-26 SCHOOL YEAR CALENDAR Draft
BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT 220

Parent Teacher Conference
10/15: PreK-8 3:30-7:30 pm
10/16 & 3/19: PreK-12+1:00-7:00 pm
3/18: ELC 3:30-7:30 pm
3/18: K-8 3:30-7:30pm

APPENDIX B
JIT PAPER DELIVERY SERVICES CONTRACT

JIT Paper Delivery Contract

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__, by and between the Board of Education of Barrington CUSD 220, Lake, Cook, McHenry, Kane Counties, Illinois ("District") [NOTE THAT IF A PARTICIPATING AGENCY AWARDS A CONTRACT IT MAY UTILIZE THIS FORM IN SUBSTANTIALLY THIS FORM], and _____ ("Contractor") (collectively referred hereto as "Parties").

WITNESSETH

WHEREAS, District has requested public bids for the provision of single student and small group student JIT Paper Delivery services ("Services"); and

WHEREAS, Contractor has submitted a bid for provision of Services; and

WHEREAS, District has awarded the bid to Contractor to provide JIT Paper Delivery services in accordance with the bid specifications package.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Duration of Contract.**
The contract will consist of an initial 12-month term, with the District reserving the right to two (2) additional 12-month extensions for a maximum of three (3) years.
2. **Contract Documents.** The documents comprising the entirety of this Agreement are all of the bid documents contained in the Barrington CUSD 220 Regular Education Student JIT Paper Delivery bid all of which are attached as Exhibit 1 to this Agreement and incorporated into this Agreement (the "Bid Documents").
3. **Document Supremacy.** In the event any term or provision in the Agreement or the Bid Documents conflicts with a term or provision of another, the District shall determine in its sole discretion which term applies.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Documents. Payments shall be made to the Contractor in accordance with the Illinois Local Government Prompt Payment Act.
5. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.
6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or

modification to this Agreement shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.

7. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
8. **Survival.** Any provision of this Agreement that by its nature is intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination.
9. **Drafting of Agreement.** In the event of an ambiguity or a question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.
10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in the County where the District's administrative office is located, or the federal district court for the Northern District of Illinois.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above.

Contractor:

Board of Education of Barrington CUSD 220,
Lake, Cook, McHenry, Kane Counties,
Illinois [OR PARTICIPATING SCHOOL
DISTRICT]

President

Its:

Secretary

EXHIBIT I
BID DOCUMENTS

1. Invitation To Bid: Just In Time (JIT) Paper Delivery
2. Appendix A: Calendar
3. Appendix B: JIT Paper Delivery Services Contract
4. Exhibit I: Bid Documents
5. Exhibit II: Current Locations for Paper Delivery
6. Bid Form
7. Certificate of Eligibility to Contract
8. Certificate of Compliance with a Drug-Free Workplace Act
9. Certificate of Non-Discrimination
10. Certificate Regarding Sexual Harassment Policy
11. Addendum: Cooperative Procurement Terms

EXHIBIT II
CURRENT LOCATIONS FOR PAPER DELIEVRY

*Additional Locations may be added for Participating Districts and Cooperative Participants

Countryside Elementary School
205 W. County Line Road
Barrington, IL 60010
(847)381-1162

Grove Avenue Elementary School
900 S. Grove Avenue
Barrington, IL 60010
(847)381-1888

Hough Street Elementary School
310 S. Hough Street
Barrington, IL 60010
(847)381-1108

Arnett C. Lines Elementary School
217 Eastern Avenue
Barrington, IL 60010
(847)381-7850

Barrington Middle School
Station Campus
215 Eastern Avenue
Barrington, IL 60010
(847)756-6400

North Barrington Elementary School
310 N. Highway 59
Barrington, IL 60010
(847)381-4340

Barrington High School
616 West Main Street Barrington, IL 60010
(847)381-1400

Roslyn Rd. Elementary School
224 Roslyn Road
Barrington, IL 60010
(847)381-4148

Sunny Hill Elementary School
2500 Helm Road
Carpentersville, IL 60110
(847)426-4232

Barrington Middle School
Prairie Campus
40 E. Dundee Road
Barrington, IL 60010
(847)304-3990

Barbara Rose Elementary School
61 W. Penny Road
S. Barrington, IL 60010
(847)844-1200

Early Learning Center
40 E. Dundee Ave
Barrington, IL 60010
(224)770-4300

District Administrative Center
515 W. Main St.
Barrington, IL 60010
(847)381-6300

**BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT 220
JIT PAPER DELIVER**

DUE DATE: May 14, 2025 by 10:00 a.m.

ATTENTION: Sarah Lager, Assistant Superintendent of Business Services, CSBO
Barrington CUSD 220
515 W. Main St., Barrington, IL 60010

BIDDER: **COMPANY:** _____

 CONTACT: _____

 PHONE: _____

Having read the Instructions to Bidders, the General Conditions, Scope of Services and other Bid Documents and understanding the same, the Bidder hereby submits this Bid Form and agrees to provide JIT Paper Delivery Services to Barrington CUSD 220, 515 W. Main St., Barrington, IL 60010, and other participating agencies should they choose to award a contract to Bidder, in accordance with the provisions of said Instructions to Bidders, General Conditions and other Bid Documents and on the terms stated herein as selected by the District. The Bidder acknowledges that the District reserves the right to reject any and all bids or portions thereof, to award a Contract according to the provisions of the Bid Documents and to waive any informalities, irregularities or defects in bidding or in any proposal, should it be in the best interests of the District to do so. All rates bid herein shall be for the initial 12-month contract term. Thereafter, one upward price adjustment may be applied no more frequently than once during any given twelve (12) month period.

ADDENDUM

The Bidder acknowledges the receipt of the following addendum(s):

Addendum No. _____	Date: _____	Initials: _____
Addendum No. _____	Date: _____	Initials: _____
Addendum No. _____	Date: _____	Initials: _____

The Bidders shall submit a sealed bid consisting of one original set of all required Bid Documents and supporting materials along with one copy thereof and a USB flash drive with all documents. In addition to the Bid Form, the bidders shall submit the certifications and bidder information sheet as required.

BID FORM

Following are the **Base Bid** costs requested and outlined in the scope of services as defined within the specification.

PRICING

This ITB includes specifications for Paper that are specific to the needs of the District's Joint Purchase Master Contract as well as additional specifications for other potential Cooperative Participants with indefinite quantities. In addition to this pricing table, please submit pricing for the entirety of your available Catalog of Paper reflecting proposed discounts.

Please quote requested paper types or equivalent.

Paper Type	Size	Weight	Brightness / Finish	Price per Ream (250 Sheets)	Price per Case (500 Sheets / Ream, 10 Reams)	Comments
Standard White Office Paper	8.5" x 11"	20 lb	92			
Recycled Office Paper (30% Post-Consumer Content)	8.5" x 11"	20 lb	92			
Legal-Size Paper	8.5" x 14"	20 lb	92			
Ledger-Size Paper	11" x 17"	20 lb	92			
Color Paper: Blue, Buff, Canary/Yellow, Goldenrod, Green, Pink, Ivory, Salmon, Red, Lilac/Orchid, Gray, Orange	8.5" x 11"	24 lb				
White Index /Card Stock	8.5" x 11"	65 lb	Smooth Matte			
White Index /Card Stock	8.5" x 11"	90lb	Smooth Matte			
White Index Paper	8.5" x 11"	110 lb	Smooth			
White Index Paper	11" x 17"	110 lb	Smooth			

Color Index/Card Stock: Blue, Buff, Canary/Yellow, Goldenrod, Green, Pink, Ivory, Salmon, Red, Lilac/Orchid, Gray, Orange	8.5" X 11"	90 lb	Smooth			
Construction Paper: White, Blue, Sky Blue, Turquoise, Yellow, Green, Pink Brown, Violet, Orange, Red, Black,	12" x 18"	50 lb				
Construction Paper: White, Blue, Sky Blue, Turquoise, Yellow, Green, Pink, Brown, Violet, Orange, Red, Black,	12" x 18"	76 lb				
*Additional Paper						

Add Additional Paper Types as needed

The undersigned warrants that he or she is duly authorized to bind contractually the entity submitting this bid to fully perform all duties and to deliver all services in accordance with the terms and conditions set forth herein. All signatures are to be sworn before a Notary Public. By executing and submitting this Bid Form, the undersigned further warrants, on behalf of the Bidder, that if the District determines this bid to be the winning bid then an authorized official of the entity for which the bid was submitted will execute the JIT Paper Delivery Services Contract, as set forth in the Bid Specifications, which shall serve as the Contract as provided therein.

Organization Name

Address

Signed

Date

Title

Telephone

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2025.

Notary Signature and Seal

CERTIFICATE OF ELIGIBILITY TO CONTRACT

I, _____, pursuant to Section 5/10-20.21(b) of the *School Code*, hereby certify that neither I nor any of my partners, or officers or owners of _____:

NAME OF BUSINESS

1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the *Illinois Criminal Code of 1961*, 720 ILCS 5/33E -1 *et seq.*, as amended;
2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the *Illinois Criminal Code of 1961*, as amended;
3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of _____

and its affiliates have and will

NAME OF BUSINESS

continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 2025.

NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE WITH A
DRUG-FREE WORKPLACE ACT**

I, _____, as an authorized agent, do hereby certify
that _____ (check appropriate box):

NAME OF BUSINESS

- ☐ Has 25 or more employees and, pursuant to Section 3 of the *Illinois Drug Free Workplace Act*, 30 ILCS 580/1 *et seq.*, 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*. I further certify that _____ is not ineligible for award contract by
NAME OF BUSINESS
reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

- ☐ Has fewer than 25 employees and shall provide a drug free workplace for all employees engaged in the performance of work under the contract.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification proves false.

Date Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 2025

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

I, _____, as an authorized agent, do hereby
certify that _____, does not engage in
NAME OF BUSINESS

discriminatory practices regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the *Illinois Civil Rights Act of 2003*, P.A. 93-0425; *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*; the *Americans with Disabilities Act*, 42 U.S.C.12101 *et seq.*, and the *Rehabilitation Act of 1973*, as amended, 29 USC 701 *et seq.*, as well as the rules and regulations promulgated there under.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification proves false.

Date Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 2025

NOTARY PUBLIC

CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

_____, 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) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 2025

NOTARY PUBLIC

ADDENDUM
Cooperative Procurement Terms
Illinois Educational Purchasing Cooperative
“ILLINOIS COLLABORATES”
Barrington Community Unit School District 220

This is a cooperative procurement led by Barrington Community Unit School District 220 (“Barrington”) on behalf of a group of participating entities—including local governments, educational institutions, special districts, and—that have come together to leverage their collective buying power. These entities, including Barrington, the schools named in this solicitation, and any future participants, will be referred to as “ILLINOIS COLLABORATES.”

By pooling their purchasing needs, participants can save time, obtain better pricing and terms, access a wider range of goods and services, and reduce administrative burdens.

For awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

“ILLINOIS COLLABORATES” is designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with an alliance/cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

Administrative Operating Services Provider to the Community Cooperative

The resulting Master Agreement(s) awarded by this solicitation will be administered by **Barrington** in partnership with Bespoke Community Cooperatives, LLC (“BESPOKE”). BESPOKE is a public benefit corporation providing administrative operating services for procurement agencies (local governments, educational institutions, special districts or non-profits, etc.) that have entered into an agreement to procure jointly or on behalf of other procurement entities. These organizations are known as Community Cooperatives (or Alliances, Consortium, etc.) **Barrington** utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by Barrington Community Unit School District 220 (Designated as the Lead Procurement Agency or “LPA” for this solicitation) will be made available to additional Participating Agencies (“PAs”) on a local, regional, or national level. These entities will operate under the same terms and pricing as **Barrington**, including Administrative Fee and Sales Reporting provisions. PAs may include but aren’t limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

Participating Agency (PA) Contracting Authority Explained:

1. Cooperative Purchasing

This Solicitation is being conducted by LPA Barrington Community Unit School District 220 on behalf of “ILLINOIS COLLABORATES” Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as “cooperative purchasing,” and the Master Agreement is considered to be a “cooperative contract.” This type of purchasing is a generally accepted procurement method recognized under Illinois law specifically the Illinois Intergovernmental Cooperation Act and the Illinois Governmental Joint Purchasing Act.

2. How Other Agencies Can Use This Contract

If an agency (such as a city, school district, higher education institution, or county) wants to use this

contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and **Barrington** facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

3. **Agency-Specific Terms and Conditions**

To the extent permitted by law, a PA may be able to negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also be able to create their own entirely new contract that references this procurement. PAs are encouraged to seek the advice of their own attorneys.

4. **Supplier Administrative Fees**

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of **Barrington**. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

5. **Local Customization Options**

Certain Solicitation or contract terms that apply specifically to Barrington Community Unit School District 220 such as governing law, may be adjusted for each PA. To the extent permitted by law, PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

6. **Direct Transactions with Each Agency**

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and **Barrington** do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

7. **Procurement Compliance**

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. PAs are highly encouraged to seek advice from their own attorneys. Neither Bespoke nor Barrington Community Unit High School District 220 makes any representation that the solicitation or contractual provisions comply with particular laws. PAs must make that determination on their own.

Servicing Requirements

Awarded suppliers must provide services to Barrington Community Unit School District 220 (and any PA's whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service additional PA's that may participate through the BESPOKE Administrative Services Program.

Additional Geographic Reach

Please indicate below the extent to which the Bidder agrees to provide the Products to additional members and PAs through the BESPOKE Program.. *(Responses will not affect your ability to win this business.)*

If awarded, Bidder agrees to service the following geographic areas:

Up to 50 miles outside of the Barrington Community Unit School District 220 area?

Yes _____ No _____

Greater than 50 miles outside of the Barrington Community Unit School District 220 area?

Yes _____ No _____ Distance (miles) (specific counties/areas/states serviced) _____

Nationwide?

Yes _____ No _____

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay Barrington an Administrative Fee of two percent (2%) of the total sales made to "ILLINOIS COLLABORATES" Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a monthly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

INITIAL HERE:

In return for the administrative fee paid to BESPOKE on behalf of **Barrington** based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of "ILLINOIS COLLABORATES" and other participating agencies.
- Training resources to help suppliers position their awarded contract to entities who may find it valuable.
- Data usage trends by Community Cooperative and participating entities utilizing this Master Agreement.

Monthly Sales Reporting Requirement

Awarded contractors are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the 15th of each month for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by Barrington. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

Contractor agrees to maintain records that support its obligations under the Master Agreement and orders placed by PAs under it, and shall preserve all such records for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later.

INITIAL HERE:

Audit and Inspection of Records

The LPA reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced PAs, reported all sales made via this Master Agreement as required and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit LPA, and PA, and any duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a PA under it for the purpose of making audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims or audits have been resolved.

INITIAL HERE: