JIT Paper Delivery Contract

THIS AGREEMENT (the "Agreement") is entered into this 3rd day of June, 2025, 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 Midland Paper ("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: Midland Paper
101 E. Palatine Rd.
Wheeling, IL 60090

Its: Sales Executive

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

President

Secretary