

APPALACHIA INTERMEDIATE UNIT 8
COOPERATIVE PURCHASING PROGRAM
DUAL PURPOSE WHITE/RECYCLED PAPER BID
INSTRUCTIONS TO BIDDERS

1. Sealed bids are being accepted by Appalachia Intermediate Unit 8 for White 8 ½ X 11 Dual Purpose Paper AND White 8 ½ x 11 Dual Purpose RECYCLED Paper. Local educational agencies participating in the Cooperative Purchasing Agreement are Appalachia Intermediate Unit 8 and those school districts, vo-techs, and private educational agencies within the Intermediate Unit's service area securing board approval to participate (where applicable) in the Appalachia Cooperative Purchasing Program.
2. All bids shall be submitted in sealed envelopes marked "BID FOR DUAL PURPOSE PAPER, APPALACHIA IU 8 COOPERATIVE BIDDING PROGRAM." The Dual Purpose and Recycled Dual Purpose paper bids will be evaluated and awarded as separate bids.
3. Sealed bids will be received until 12:00 noon on February 15, 2019, at Appalachia Intermediate Unit 8, 4500 6th Avenue, Altoona, PA 16602. The sealed bids will be publicly opened at 2:00 P.M., February 15, 2019, to record vendors submitting bids and for preliminary review. The bids will be tabulated and presented to the Appalachia IU8 Board of School Directors for action on February 28, 2019, during the monthly board meeting starting no earlier than 6:30 P.M. The location of the meeting is Appalachia Intermediate Unit 8, 4500 6th Avenue, Altoona, PA 16602.
4. Bids must be typewritten or written in ink and must be signed in blue ink by an authorized agent of the bidder on the enclosed form. Unsigned bids will not be considered.
5. The Intermediate Unit and other schools included in this bid are exempt from federal, state and local taxes; therefore, the bid price shall be net of any taxes. State sales tax numbers will be issued from each participant.
6. All vendors must conform to the requirements of the Pennsylvania Worker and Community Right-To-Know Act (Act 159 of 1984) and Title 49 of the Code of Federal Regulations, all pertaining to hazardous materials.
7. All orders will be from public educational or private non-profit educational agencies located in the IU8 service area. They will provide their own purchase orders with instructions for delivery and billing.
8. The Intermediate Unit has agreed to comply with the state regulations/non-discrimination clause and will only award bids to companies who agree to accept this clause as their responsibility. **By submitting a bid you are agreeing to comply with this state regulation of nondiscrimination.** Failure on your part to comply will result in forfeiture of any bid award you receive.
9. Prices quoted cannot be increased and changes, alterations or interlineations in the bid are not permitted. The bids, however, may state the period of time the prices will remain in effect. If no ending date is specified by the bidder, the ending date of the accepted bid price will default to September 30, 2019. Any purchase order submitted to the successful bidder by the bidder's termination date must be honored. However, no bid will be accepted with a termination date earlier than July 31, 2019.
The bidder has an option to include a price per carton for additional paper orders received after the bid termination date. This price is not mandatory and will not become a determining factor in the bid selection process.
10. **Samples are required for all products bid: - (Exception applies to those who bid last year and are bidding the same name brand of paper).**
 - a. **Samples, of not less than 2 reams, must be delivered no later than 11:00 a.m. on the bid opening date. In order to receive consideration, samples must be plainly marked with the name of the bidder. Samples must also have the brand name displayed that is to be provided. No bid will be accepted for unidentified paper. All samples submitted become IU8 property.**
 - b. **The bidder must prepay all charges for transportation of the samples, including drayage.**

- c. **It shall not be the responsibility of the Intermediate Unit to test for equality. Unless laboratory test results are delivered to the IU with the sample(s), the IU will determine equality of the samples by visual inspection and operational examination. Anything that cannot be evaluated by the IU based on visual and IU operational examination will be rejected.**
 - d. **Proof of an item as being equal shall accompany the bid samples and be indexed to the item bid. In addition to the above, paper bid other than specified should be indexed to the latest edition of a recognized paper product industry guide grading book which shows conformity of said paper to the Xerox 4200. A copy of the guide book page will be required from the low bidder prior to any bid award.**
11. The IU shall have full power and authority to reject any furnished material, which, in its opinion, does not meet the requirements of the specification, or conform to submitted samples. Such decisions by the IU shall be final and conclusive. All material so rejected shall be promptly removed by the vendor and at the vendor's expense from the premises to which delivery was made.
12. In the event that any of the said product(s) shall be rejected as unsuitable or not in conformity with these specifications, such products of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
13. It is understood that the successful bidder is required to deliver all orders over 200 cartons to one drop point per local educational agency, in one shipment if possible (excluding backordered items). An itemized packing slip must be included with each shipment. No additional freight or express charges will be allowed for the first drop point. The unit bid prices must include all shipping expenses. **Additional drop points may be added by mutual consent of bidder and school. These additional drops may include shipping costs at the market price.**
14. Appalachia Intermediate Unit 8 reserves the right to reject any or all bids for any or no reason, and to accept any item or group of items for which such bid is submitted.
The Low Bid will be determined by calculating all discounts and terms. In a case where two or more bids are low and equal after calculating the net bid, the Intermediate Unit shall award the bid first by gross, free of discounts if any. If two or more bids are still low and equal, the bidder whose product is determined as superior by IU staff shall prevail. In no case shall the award for any item be given to more than one vendor.
15. The quantities listed, if any, are estimates only. No guarantee of actual quantities are either expressed or implied by the IU. All bid prices are to be quoted on a per carton basis. By submitting a bid you are agreeing to supply all members of this bid as much paper as they wish to purchase unless you limit the quantity you are willing to supply as part of your bid. See Form of Proposal sheet. The IU will award any quantities needed above the low bidder's guarantee to the next low bidder in ascending order.
16. The advertisement of Bids, Instructions to Bidders, Non-Collusion Affidavit the Specifications for the Supplies desired, as well as the Proposal and Bid award motion by the Board, shall be collectively known and designated as "**Contract Documents**" and together with the purchase orders from the individual entities shall form the contracts.
17. A purchase order issued by a participant in the Cooperative Purchasing program covering any or all items included in this bid shall constitute a contract binding upon the bidder and the issuing entity only. **The IU disclaims any liability on the part of any other entity that issues purchase orders to the successful bidder. Any and all disputes that may arise out of another entity's purchase order or other action is the sole responsibility of that entity.** The IU will accept responsibility for purchase orders on IU forms that are submitted to the successful bidder on behalf of the IU only.
18. The bidder agrees that if a Contract is awarded to them, they will not assign, transfer, or sublet it, or any part thereof, unless granted permission to do so in writing, by the IU.
19. The bidder agrees that if awarded a Contract under these specifications, he will indemnify and save harmless Appalachia Intermediate Unit and all participating local educational agencies from all suits and actions of every nature brought against them growing out of any order or orders, written or verbal, entered into between the IU and Cooperative Purchasing Program members and the Bidder.

20. Scheduled deliveries and orders will be through the individual school entities. It will be the responsibility of the successful bidder to set the delivery schedule and notify the participating districts. **Bid prices shall be F. O. B. (no additional shipping charges) for orders of 200 cartons or more. This provision shall be waived for orders of less than 200 cartons. All Purchase Orders are to be executed in denominations of 40 cartons (full pallets).**
21. Consideration will also be given to companies who can supply only a portion of the paper needed. Please note the maximum number of cartons of paper you are committing to supply. Orders should be filled on a first come basis.
22. **The following items are to be included in all returned bid packets with proper signatures and seals for consideration: Public School Law Section 111 Agreement, Non-Collusion Affidavit and Form of Proposal.**
23. UNDER NO CIRCUMSTANCES SHALL THESE SPECIFICATIONS BE ALTERED OR COMBINED WITH ANY OTHER IU BID.
24. Questions concerning specifications of items should be directed to Jason McMillen or Brenda Shaffer at 814-940-0223. All questions and answers regarding any revised bid instructions and specifications will be submitted in writing to all prospective bidders. Questions will be accepted until 3:00 p.m., February 8, 2019. Only written questions and answers authored by the Intermediate Unit shall be considered an addendum to the specifications. The IU 8 board will give no consideration to any oral communications. The Intermediate Unit reserves the right to waive specific requirements that may be determined to be in the best interest of the Intermediate and participating School Districts.
25. Items must be available within 60 days after the bid is awarded.
26. **BID RESULTS WILL BE MAILED TO EACH VENDOR WHO PARTICIPATED. Please refrain from calling for results after the opening. No formal decision is made until the board meeting.**
27. **Bid specifications can also be obtained on our website at www.iu08.org.**

Paper Specifications

Preference may be given to paper manufactured in the USA from domestic materials considering all factors including pricing.

1. **The quality of paper bid should be based on the Xerox 4200 white 8 ½ x 11 brand of paper.** This is to indicate a minimum of acceptable quality and, if not so stated, "Equal" shall be implied. However, if a bidder bids an item(s) other than what is specified, he shall so indicate and the responsibility of proving a substituted item as an equal to that specified shall be the duty of the bidder according to #10 of the general instructions.
2. **Quantities will be listed in cartons.** A carton shall be defined specifically as a box containing ten wrapped packages of paper, each containing 500 sheets of paper to give a carton total of 5000 sheets.
3. **PAPER PACKING REQUIREMENTS**
 - Recyclable moisture proof ream wrap disposable via corrugated waste stream to protect product during storage and shipment. The label shall be marked with an arrow indicating which side should be imaged first in a xerographic device.
 - Reusable (lid type) corrugated paper cartons.
 - Stretch-wrapped or shrink-wrapped pallets to protect cartons from damage, dirt, and moisture during shipment and storage.
 - Pallet construction allowing for 4-way powered entry of handling equipment and surface/platform boards spaced approximately 1" apart to minimize carton damage in multi-tier stacking. Pallet must also be safe (load bearing components) in free rack storage systems.
4. **SAFETY AND HEALTH**

The paper shall not emit any obnoxious or irritating odor, nor release volatilization in sufficient quantities to be harmful to human health, when heated to temperatures normal in any Xerographic fusing system. Additionally, the paper shall not cause skin irritation or sensitization.
5. **PAPER CONDITION**

The paper shall be free from wrinkles, splices, folds, holes, tears, and other detrimental defects. Reams of paper shall be free from lint, dust, and glue spots. Ream and roll sides shall be cleanly cut and free from excessive fuzziness and padding.

Dual Purpose Paper:

Paper standards to be met shall include the minimum of the following:

- Xerographic dual purpose paper must be number four grade or better.
- Basis weight 20.2 ± 1.0 lbs. (500 sht./17"x 22")
- Caliper (Mils) 4.2
- Smoothness (Sheffield) 90 minimum to 190 maximum
- Stiffness (Taber) MD 1.9 minimum
CD 0.8 minimum
- Moisture % by Weight 4.5 ± 0.8
- Coefficient of Friction Paper to Paper 0.40 – 0.70
Sheet/Sheet Differential 0.075 (delta maximum)
- Brightness (% ref) 92.0% ± 2.0% (average)
- Opacity 88.0% ± 2.5
- Wax Pick (Dennison) 9 minimum
- Surface Resistivity (Keithley) 1.0 x 10¹¹ ohms/square
- Acid Content pH 7.5-10.0 (ASTM Type 1 Permanence) (acid free)
- 100% Chemical Wood Pulp
- Cut sizes must be rotary precision cut to within ± .032 inch of specified size
- Curl Guidelines
Paper curl patterns after imaging shall be no more than the recommended guidelines listed below:

| | | |
|-------------------------|--|---------------|
| TEST | TARGET | |
| In-Ream Curl | 0-15 mm AFSMD 0-10 mm AFSCD 0-5 mm SSMD 0-5 mm SSCD | |
| Low R.H. Chamber Curl | 4 mm SS-8 mm AFS DIAGONAL CURL < 2 mm | |
| Low/High R.H. Curl Box | 50 mm SS – 50 mm AFS | |
| Hot Strip Curl | SS STRIP = CD > 15 mm | |
| 9000 Family Curl-Sorter | <u>SIMPLEX</u> | <u>DUPLEX</u> |
| | MDTI ≤ 30 mm | MDTI ≤ 25 mm |
| | CDTI ≤ 10 mm | CDTI ≤ 10 mm |
| | DAI ≤ 15 mm | MDAI ≤ 10 mm |
| | CDAI ≤ 5 mm | CDAI ≤ 5 mm |

NOTES: mm – millimeters of curl
 AFS – away from seam side
 SS – seam side
 MD – machine direction curl (i.e. curl orientation in paper machine running direction)
 CD - cross direction curl (i.e. curl orientation running 90 to paper machine running direction)
 AI – away from image curl (i.e. curl away from side originally imaged)
 TI – toward image curl (i.e. curl toward side originally imaged)

Recycled Dual Purpose Paper:

Paper standards to be met shall include the minimum of the following:

- Basic Weight 20 lb. / 500 sheets/17x22
- Caliper (microns) 100
- Caliper (mills) 4
- Smoothness (Sheffield) Minimum - 150 Maximum – 170
- Stiffness (taber) MD – 2.4 CD – 1.1
- Moisture (%) by weight 4.8
- Porosity (Gurley) 15
- Brightness (% Ref) 92
- Opacity (%) 90
- Wax Pick (Dennison) 12
- Surface Resistivity (Keithley) NA
- Recycled content 30%
- Optical Brightener
- Acid Content pH7
- Chemical wood Pulp None
- Cut sizes must be rotary or guillotine to within +.031 inch of specified size

Any deviations from the above specifications must be clearly indicated in the category by the bidder. The Intermediate Unit will determine the product(s) most qualified for award based on adherence to the above specifications, price, and reliability of product and vendor.

PUBLIC SCHOOL LAW SECTION 111 AGREEMENT

1. This Agreement shall be part of the contract between the undersigned individual or business and the Appalachia Intermediate Unit 8, dated _____ or the sale of goods or the provision of services as a vendor or independent contractor in the nature of: _____.
2. The undersigned understands that vendors and independent contractors and their employees and their subcontractors' employees shall comply with Section 111 of the Public School Code and Act 151, which provides, among other things, that a Criminal History Information Record Search and Department of Public Welfare Background Check must be obtained for each employee who will have direct contact with school children, showing that such employees have not been convicted of certain crimes.
3. The undersigned agrees to submit a copy, for the Appalachia Intermediate Unit 8's records, of the State Police or FBI criminal history record information for all its employees and its subcontractor', employees, if any, who will have direct contact with children, and further agrees to produce the original State Police or FBI criminal history record for the Appalachia Intermediate Unit 8 review prior to employment of any such individual.
4. It is agreed that the Appalachia Intermediate Unit 8 has no right of direct control over the hiring, retention, screening or assignment of employees, agents, officers or subcontractors of the undersigned, and further that the undersigned assumes responsibility for compliance with this law. In addition, should any official or employee of the Appalachia Intermediate Unit 8 be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents, employees or subcontractors to comply with said law, then the undersigned hereby agrees to indemnify and hold harmless all such persons for all losses, including costs of counsel and all expenses incident thereto.
5. It is agreed that the foregoing obligation applies to employees and subcontractors of the undersigned who are assigned to this project at its beginning and to employees and subcontractors who are added at a later date, as well as any other person that the undersigned shall cause to perform any work or provide any service as part of the contract referred to above.

Dated: _____, 20____

By: _____
(Proprietor, Authorized Officer or Partner)

(Corporate Seal if applicable)

Witness or Attest

Business Name and Address of Vendor/Independent Contractor _____

ANTI-DISCRIMINATION CLAUSE

(Section 755, Pennsylvania Public School Code)

1. In accordance with the provisions of the Pennsylvania Public School Code, the Contractor agrees:

a. That in the hiring of employees for the performance of work under this contract, or any subcontract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;

b. That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed, or color;

c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,

d. That this contract may be cancelled or terminated by the Appalachia Intermediate Unit 8 Board of Directors, and all money due or to become due here under may be forfeited, for a second or any subsequent violation of the terms or conditions of this contract.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania [Antibid-Rigging Act](#), 73 P.S. §§ 1611 [et seq.](#), governmental agencies may require Non-collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer **or** employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____: Contract/bid No. _____
County of _____: S.S.

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates,
(Name of my firm)
subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

NON-COLLUSION AFFIDAVIT - CONTINUED

I state that _____ understands and
(Name of my firm)
acknowledges that the above representations are material and important, and will be
relied on by Appalachia Intermediate Unit 8
(Name of public entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm
understands that any misstatement in this affidavit is and shall be treated as fraudulent
concealment from Appalachia Intermediate Unit 8
(Name of entity)
of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY,
OF _____, 20__

Notary Public

My Commission Expires

APPALACHIA INTERMEDIATE UNIT 8
COOPERATIVE PURCHASING PROGRAM
FORM OF PROPOSAL

DUAL PURPOSE and RECYCLED XEROGRAPHIC 8 1/2/ X 11 PAPER- WHITE

To: Jason McMillen, Director of Business Programs & Services
Appalachia Intermediate Unit 8
4500 6th Avenue, Altoona PA 16602

We the undersigned herewith propose and agree to furnish to the participating local educational agencies any one or all of the items that we have prices, at the net prices set opposite each item on the attached sheets.

This proposal is subject to all the terms of the Contract Documents, as defined in the "Instructions to Bidders". We hereby agree to enter into a written contract to furnish such item(s) as may be awarded to us, and to furnish such security, as these specifications require.

We understand that Appalachia Intermediate Unit 8 reserves the right to reject any or all bids or any portion thereof not deemed satisfactory, or to select single items from any bid.

The undersigned bidder certified to having read all the contract Documents and offers to furnish items as specified to the local educational agencies participating in the Appalachia Intermediate Unit Cooperative Purchasing Program in exact accordance with these specifications and conditions at the prices stated on the attached forms.

DUAL PURPOSE:

ESTIMATED CARTONS Range between 17,000 – 22,000 **LAST YEAR'S BID PRICE = \$ 23.49 CTN**

Specify Brand Name of Paper Here: _____

State Maximum # of Boxes Guaranteed Available: _____ Price per Carton (White): \$ _____

This Proposal Is Valid Until: _____ (date)

Note: No proposal will be considered if ending date is prior to July 31, 2019.

Discounts & Terms If Any: _____

RECYCLED DUAL PURPOSE: (Optional separate bid)

Specify Brand Name of Paper Here: _____ **LAST YEAR'S BID PRICE = \$ 28.99 CTN**

State Maximum # of Boxes Guaranteed Available: _____ Price per Carton (White): \$ _____

This Proposal Is Valid Until: _____ (date)

Note: No proposal will be considered if ending date is prior to July 31, 2019.

Discounts & Terms If Any: _____

Company Name: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Typed Name/Title: _____

Signature of Agent

Witness/Attest- Signature

(Place Seal Here If Applicable)

Note: The memorandum bid total is for comparison purposes only and is not intended to in any way bind either or any party to a purchase of that amount or quantity.

STATE CONTRACTOR'S NONDISCRIMINATION NOTICE

THE EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS OF THE COMMONWEALTH'S AFFIRMATIVE ACTION-CONTRACT COMPLIANCE PROGRAM FOR STATE CONTRACTORS COVER ALL EMPLOYMENT PRACTICES WHICH INCLUDE HIRING, RECRUITMENT, PLACEMENT, SELECTION FOR TRAINING, PROMOTION AND COMPENSATION.

STATE CONTRACTORS AND THEIR SUBCONTRACTORS MUST INSURE THAT APPLICANTS AND EMPLOYEES ARE NOT DISCRIMINATED AGAINST ON THE BASIS OF RACE, COLOR, RELIGIOUS CREED, ANCESTRY, NATIONAL ORIGIN, AGE, DISABILITY, SEX, SEXUAL ORIENTATION OR UNION MEMBERSHIP. COMPLIANCE REVIEWS ARE CONDUCTED BY THE COMMONWEALTH TO INSURE THAT THESE REQUIREMENTS ARE MET.

Our company is a state contractor and is committed to the principles of EQUAL EMPLOYMENT OPPORTUNITY for all persons and AFFIRMATIVE ACTION. We have agreed to the **NON-DISCRIMINATION** Clause in our contract in accordance with the Commonwealth requirements.

Employees of our company who would like to receive additional information about the **nondiscrimination** requirements should contact the personnel manager of this company or:

THE BUREAU OF AFFIRMATIVE ACTION/
CONTRACT COMPLIANCE
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION
ROOM 510, FINANCE BUILDING
HARRISBURG, PA 17120
TELEPHONE: (717) 783-1130

PLEASE POST AT EMPLOYEE JOB SITES