

Invitation to Bid

ITB# ESD 112-17-18

Issued by:



**2500 NE 65th Ave
Vancouver, WA 98661**

Invitation to Bid for:

**Reprographic and Specialty Paper
and Envelopes**

Issue Date:
October 17, 2018

**BIDS ARE DUE BY 2:00 PM ON
NOVEMBER 7, 2018**



BRIEF SCOPE OF WORK

Provide reprographic and specialty paper and envelopes to ESD 112 for use in our in house Print Shop. ESD 112 Print Shop prints for 30 school districts in our area and for our in house clients. We use paper varying from NCR, and glossy to bond paper.

PROJECT TIMETABLE

ITB Release	Wednesday, October 17, 2018
Deadline for Questions	Wednesday, October 24, 2017
Bids Due	2:00 p.m. Wednesday, November 7, 2018 public bid opening immediately after
Date of Intent to Award	Friday, November 9, 2018
Protest Period	November 12-16, 2018
Contract Start Date	November 19, 2018

SUBMITTAL OF BID

Bids shall be sealed and clearly marked on the package cover as shown below:

Educational Service District 112
 Attention: Jeff Strunk, Purchasing Manager
 2500 NE 65th Avenue
 Vancouver, WA 98661-6812

CONFIDENTIAL: DO NOT OPEN
SEALED BID ENCLOSED

ITB # ESD 112-17-18 Reprographic and Specialty Paper and Envelopes

Refer all questions in writing to:

Jeff Strunk, Purchasing Manager
 Educational Service District 112
Jeffrey.Strunk@esd112.org

ESD 112 Bid Site:

All questions and answers will be posted at <https://www.esd112.org/itb-rfp-rfq-contracts/>.



GENERAL TERMS AND CONDITIONS

ADMINISTRATIVE REQUIREMENTS -

Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington. ALL bids submitted become the property of ESD 112. It is understood and agreed that the prospective Bidder claims no proprietary rights to the ideas and written materials contained in or attached to the bid submitted. ESD 112 has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the bidders own organization in preparing the bid. No contingent fees for such assistance will be allowed to be paid under any contract resulting from ITB.

CANCELLATION OF AWARD - ESD 112 reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations, policies, or other business needs make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases, where the negotiation of contract activities is necessary, ESD 112 reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Bidder shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All bids submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of ESD 112 or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a bid must certify that each company or agency of the consortium can meet the requirements set forth in the ITB.

COST OF BID & AWARD - The contract award(s) will not be final until ESD 112 and the prospective contractor(s) have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. ESD 112 is not responsible for any costs incurred prior to the effective date of the contract. ESD 112 reserves the right to make an award without further negotiation of the bid submitted. Therefore, the bid shall be submitted in final form from a budgetary, technical and programmatic standpoint.

DISPUTES - ESD 112 encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of the ITB. Written complaints should be addressed to ESD 112, Chief Financial Officer, 2500 NE 65th Avenue, Vancouver WA 98661.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of ESD 112 to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. ESD 112 is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all ESD 112 services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law.

In compliance with Department of Labor Regulations implementing Section 504 of the



Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

INDEPENDENT PRICE DETERMINATION – The prospective contractor guarantees that, in connection with this bid, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored bids.

LIMITATION – This ITB does not commit ESD 112 to award a contract, to pay any costs incurred in the preparation of a response to this ITB, or to procure or contract for services or supplies.

LATE BIDS – A bid received after the date and time indicated will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS – An oral presentation may be required of those prospective contractors whose bids are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS – In addition, auditing or monitoring for the following purposes will be conducted at the discretion of ESD 112: fund accountability, contract compliance, and program performance.

PRICE WARRANT – The bid shall warrant that the costs quoted for services in response to the ITB are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS – must be submitted in writing to the ESD 112 Purchasing Manager, within three days.

PUBLIC SAFETY – may require background checks if stipulated below. May also require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Bidder's employees and agents shall carry sufficient identification to verify employer and display it upon request to security personnel. ESD 112 managers have discretion to require the successful Bidder's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION/ACCEPTANCE OF BIDS – ESD 112 reserves the right to accept or reject any or all bids received as a result of this ITB, to negotiate with any or all prospective contractors on modifications to bids, to waive informalities, to postpone award, or to cancel in part or in its entirety this ITB if it is in the best interest of ESD 112 to do so.

SUBCONTRACTING – No activities or services included as a part of this bid may be subcontracted to another organization, firm, or individual without the approval of ESD 112. Such intent to subcontract shall be clearly identified in the bid. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL BIDS – Verbal bids will not be considered in making the award of any contract as a result of this ITB.

TERM

The initial Contract period will be two (2) years from November 19, 2018 through November 18, 2020. This Contract may be extended for additional periods beginning November 19, 2020 if mutually agreed, but no greater than five (5) years in total. Furthermore, the Contract is subject to no less than thirty (30) days written cancellation notice by the Contractor or ESD 112.

ESD 112 reserves the right to make multiple or partial awards.

COOPERATIVE WORK BETWEEN ESD 112 AND EDUCATIONAL ORGANIZATIONS (INTERLOCAL AGREEMENT)

ESD 112 will be happy to cooperatively work with any/all other local school districts that may want to purchase under this ITB if approved by awarded vendor. Each school district will be responsible to enter into an Intergovernmental Cooperative Purchase Agreement with ESD 112. Each participating school district or eligible purchaser will be responsible to work directly with the awarded vendor(s) to complete all paperwork and order expediting to ensure that delivery and other requirements are met. ESD 112 will not charge any administrative fee for service.

BID SUBMISSION

Sealed bids must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. ITB Number and;
2. TITLE and;
3. Name and address of the bidder.

All received bids will be time stamped. Bids received after submittal time will not be considered and will be returned, unopened, to the Bidder.

DELIVERY

Due to the limited warehousing of our print shop and the time sensitive nature of our jobs, deliveries must be made next day with driver assistance to offload skids. Delivery costs should be included in the price per ream and not billed separately.

INSURANCE REQUIREMENTS

At a minimum, the proposer shall carry:

1. Commercial General Liability with limits of not less than \$1,000,000 per occurrence with a \$3,000,000 General Aggregate. The proposer's policy shall include an Additional Insured Endorsement, which names ESD 112 and their respective directors, officers and employees as an additional insured. The proposer's coverage shall be primary and non-contributory.
2. Auto Liability and physical damage for any autos owned, hired, or non-owned with a minimum limit of \$1,000,000.
3. The proposer will maintain their own Property Insurance Policy to cover their personal property.
4. The proposer will provide proof of Worker's Compensation Coverage with a minimum limit of \$1,000,000.

DEFINITIONS

ADDENDA

Modifications or interpretations of the Invitation to Bid and the requirements contained therein that is prepared in response to properly submitted questions and comments. Addenda shall be available for review on the ESD 112 web site. Bidders are required to carefully and completely review all Addenda because the Addenda may contain terms and conditions that once issued become elements of the Invitation to Bid.

AWARD

The acceptance of a bid and creation of a Contract with a Bidder.

AWARDED BIDDER

A Bidder that is awarded a Contract as a result of being identified as the Lowest Bidder.

AMENDMENT

For the purposes of a Contract, shall mean an agreement between the parties to change the Contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed upon change including any terms and conditions required to support such change. An Order Document shall not constitute an Amendment to a Contract.

CONTRACT

The agreement that exists when ESD 112 accepts the bid and awards the Contract for a competitive solicitation.

DISPUTE

An unresolved disagreement between the Awarded Bidder and the Purchasing Manager that arises after the award has been made.

ESD 112

The abbreviation for Educational Service District 112, located at 2500 NE 65th Avenue, Vancouver, WA 98661.

INTERLOCAL AGREEMENT

An agreement between two or more eligible purchasers that is entered into in accordance with state laws that apply to the purchasers.

ELIGIBLE PURCHASERS

Agencies including K-12 public and private schools, colleges, universities, regional service agencies and state departments of education.

RESPONSIBLE

Having the following attributes, as described in RCW 43.19.1911 (9):

- The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the Contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the Contract or services;
- Such other information as may be secured having a bearing on the decision to award the Contract.

RESPONSIVE

Conforming in all material respects to the terms and conditions, the scope of work, technical specifications, and other requirements of a bid. Bids shall be responsive to receive award consideration.

REVISED CODE OF WASHINGTON (RCW)

Compilation of statutory laws enacted by the state legislature. Organized topically into volumes, containing chapters and sections.

END OF DEFINITIONS



NON-COLLUSION AFFIDAVIT

ITB TITLE: _____

ITB DUE DATE: _____

I, the undersigned, having carefully examined the General Instructions, Terms, Conditions, Special Instructions, and This is to certify that the undersigned Bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or other-wise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Educational Service District 112.

It is agreed by the undersigned Bidder that the signed delivery of this bid represents the Bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative SHALL be of an individual who may legally enter his/her organization into a formal contract with the State of Washington and Educational Service District 112.

COMPANY NAME _____ (Check one) ___ Corporation ___ Partnership ___ Individual

NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

E-MAIL ADDRESS _____ FEDERAL E.I. NUMBER _____

Has your firm, any affiliate or reseller, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of a Federal, State or Local government suspension or debarment within the last five years? Yes ___ No ___
If yes, please explain _____

TO BE COMPLETED BY NOTARY PUBLIC:

Notary Public section containing fields for State of, County of, Notary seal, Subscribed and sworn to before me this, day of, 20, I, the undersigned notary public, do affirm the above individual has presented valid identification to me, SIGNATURE OF NOTARY PUBLIC, DATE MY COMMISSION EXPIRES



ITEM DESCRIPTIONS AND FORM OF PROPOSAL

Although ESD 112 is not tax exempt, many of our districts are so please list your current pricing below excluding sales tax. The appropriate application of tax will be communicated on the individual purchase orders to the contracted vendor(s). All delivery costs should be included in the pricing below for paper and envelopes.

PAPER

<u>Size</u>	<u>Weight</u>	<u>Color</u>	<u>Ream</u>
11 x 17	60#	White	\$ _____
8.5 x 11	60#	White	\$ _____
12 x 18	70#	White	\$ _____
* 8.5 x 11	20#	White bond	\$ _____
8.5 x 11	20#	Colored bond	\$ _____
11 x 17	20#	Colored bond	\$ _____
11 x 17	20#	White bond	\$ _____
8.5 x 11	110#	White Cardstock	\$ _____
8.5 x 11	110#	Colored Cardstock	\$ _____
11 x 17	110#	White Cardstock	\$ _____
11 x 17	110#	Colored Cardstock	\$ _____
8.5 x 11	60#	Astrobright Text	\$ _____
8.5 x 11	65#	Astrobright Cover	\$ _____
11 x 17	60#	Astrobright Text	\$ _____
11 x 17	65#	Astrobright Cover	\$ _____
12 x 18	80#	Glossy Cardstock	\$ _____
12 x 18	80#	Matte Cardstock	\$ _____
12 x 18	80#	opaque text	\$ _____



SUBMITTAL FORMS

**Invitation to Bid #
ESD 112-17-18
Reprographic and Specialty Paper
and Envelopes**

8.5 x 11	20#	White/pink NCR	\$ _____
8.5 x 11	20#	White/yellow NCR	\$ _____
8.5 x 11	20#	3 part straight	\$ _____
8.5 x 11	20#	4 part straight	\$ _____
8.5 x 11	20#	5 part straight	\$ _____

Should your pricing vary for different colors or styles within the groupings above, please attach information detailing those exceptions and pricing. Please provide pricing should discounts be given for purchasing a full skid of the above items.

* We purchase approximately 12 skids of 8 ½ x 11 20 lb. bond per year but can only store two skids at a time in our location.

ENVELOPES

<u>Size</u>	<u>Weight</u>	<u>Description</u>	<u>Box of 500</u>
#10		Window envelopes (Digital)	\$ _____
#10		Window envelopes inside blue tint (Digital)	\$ _____
#10		Regular Envelopes	\$ _____
6.5 x 9.5	24#	White Catalog Envelopes	\$ _____
9 x 12	24#	White Catalog Envelopes	\$ _____
9.5 x 12.5	24#	White Catalog Envelopes	\$ _____
10 x 13	24#	White Catalog Envelopes	\$ _____

PRICING METHOD

Since this is a long term contract we will need to understand your pricing method in order to estimate increases. Please list any indices, RISI or other, used to calculate your pricing and what your percentage markup is over that index. Also please list the frequency of pricing adjustments (monthly, quarterly, etc.).

_____ index/indices used

_____ % above index

_____ frequency of price adjustments

If a different pricing method is used, please describe below or on an attachment.



BIDDER’S OFFER AND ACCEPTANCE FORM

The undersigned hereby agrees to the requirements, terms and conditions of **ITB ESD 112-17-18 for Reprographic and Specialty Paper and Envelopes**. The undersigned acknowledges their authority to submit this Bid on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if a Contract is awarded. Furthermore, the undersigned certifies conformance to applicable federal and state laws concerning public contracts, and that this proposal is made without connection with any person, firm or corporation making a proposal for the same goods or services, and is in all respects fair and without collusion or fraud.

Legal Name of Firm or Corporation

Signature of Bidder’s Authorized Representative
Representative

Printed Name of Company

Title of Bidder Representative

Date Signed

Legal Address of Bidder’s Company (including address, city, state and zip code)

Company Phone (including area code)

Company Fax (including area code)

Federal Tax Identifier of Bidder’s Company

E-Mail Address

To the Bidder:

Effective this ____ day of _____, 2018, ESD 112 is accepting the proposal and awarding a contract to the Bidder named above for **Reprographic and Specialty Paper and Envelopes** identified in the attached Final Letter of Award. Bidder is contractually obligated to provide the services that are subject to this Contract Award to ESD 112 in accordance with the requirements, and terms and conditions, in Contract ESD 112-17-18.

Educational Service District 112
2500 NE 65th Avenue
Vancouver, WA 98661

By Tim Merlino, Superintendent (or Designee)
