

WHITE COPIER PAPER

General Terms and Conditions

2007-2008

IU5 PURCHASING CONSORTIUM

252 Waterford St.

Edinboro, PA 16412

GENERAL INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS** - When bidder indicates, by checking on the electronic bid form, the box marked "quoted as specified" for an individual item it is understood that the exact item named in the specifications must be furnished by bidder. No telephone, telecopier (facsimile), telegraph, mail, or personal delivery of bids will be accepted. Awards will be made on the basis of unit price. It is the responsibility of the vendor to verify all prices and quantities prior to bid submission.
2. **FEDERAL HAZARD COMMUNICATIONS STANDARD** - All bid items subject to regulation under federal and state hazard/safety statutes must be accompanied by the appropriate OMB-44R1387 or OSHA-20 form.
3. **NON-COLLUSION AFFIDAVIT** - In compliance with the Pennsylvania Antibid-Rigging Act, all vendors must file a signed/notarized copy of the Non-Collusion Affidavit with the bid package. The Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. paragraph 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids. The 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.

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. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid

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.

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 noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

BID REQUIREMENTS AND CONDITIONS

A. Legal Requirements

1. **AWARD CONTRACT**- No rights shall accrue to any person submitting a bid or proposal until such time that the bid is formally accepted and executed by a notification of award and proper purchase order. Collectively the electronic bid specifications and schedule of items applicable to this bid, the general bid requirements, the completed electronic bid sheet, and all other electronic bid documents along with any revisions, clarifications, error correction notices, and explanatory

notes issued prior to bid opening, and the school agency's purchase order or signed service agreement with the Supplier who has been awarded contract(s) under this bid, as well as the Proposal Form, deposits, Non-Collusion Affidavit, and Notification of Award are designated as "Contract Documents" and together shall form the contract. Prices quoted for each item are to be guaranteed by the vendor for the quantity listed or for subsequent quantity revisions, either upward or downward, within ten percent (10%) of the listed quantity. In the event quantity revisions exceed ten percent (10%) upward or downward, the low bidder will be contacted to determine the continued firmness of the bid price. In the case of differing or contradictory contract language, the language providing the greatest benefit to the IU5 Purchasing Consortium and its participating agencies shall take precedence. The IU5 Purchasing Consortium reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania.

2. **WITHDRAWAL OF BIDS-** No bidder may withdraw a bid for a period of sixty (60) days after the date set for the awarding thereof, nor may a bidder set a sooner expiration date on a bid than stipulated herein.
3. **COMPLIANCE WITH BID REQUIREMENTS-** All bids shall be considered in compliance with the specifications and bid conditions unless otherwise noted on the bid proposal form.
4. **SELECTION AND REJECTION OF BIDS-** The IU5 Purchasing Consortium reserves the right to reject any or all bids and to waive any or all informalities in connection therewith at its discretion, and to select single items from any bid. The Consortium also retains the right to evaluate bid items as they are intended for use and to select only those items which in the Consortium's opinion represents the best buy. The Consortium reserves the right to levy lengthy suspensions from bidding to vendors whose conduct is perceived to be unethical and/or illegal.
5. **BOND OWNERSHIP-** For purposes of this bid, the IU5 Purchasing Consortium shall be known as the "owner" for bonding purposes.
6. **LAW SPECIFICATIONS AND CONDITIONS-** All applicable laws shall be deemed to be part of these specifications and conditions and any resulting contract shall be read and enforced as though they were included.
7. **RIGHTS AND REMEDIES-** The rights and remedies of the IU5 Purchasing Consortium provided within shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **CHECKS AND BONDS-** Each bid submitted must be accompanied by a certified check, cashier's check, or a treasurer's check drawn up to the order of the IU5 Purchasing Consortium, or a Bid Bond with surety acceptable to the IU5 Purchasing Consortium in the amount of ten percent (10%) of the bid. All bonds shall be issued by companies such as will be acceptable to the Owner, and which are authorized to transact business in Pennsylvania. Surety Companies must have a Certificate of Authority as an acceptable Surety on Federal Bonds and as an acceptable reinsuring company in accordance with latest Treasurers Department Bulletin published by the Fiscal Service Company of Surety Bonds.

Checks and Bonds will be returned promptly to all bidders after the successful bidder has furnished and properly signed the Notification of Award and Performance Bond. The successful bidder must complete and deliver the Notification of Award and Performance Bond in the amount of one hundred percent (100%) of the estimated purchase within ten (10) days of the date electronically received. If the bidder to whom an award is made shall fail or refuse to execute the Notification of Award and Performance Bond within the time specified and allowed for completion, the bidder shall forfeit and the IU5 Purchasing Consortium shall retain the amount

deposited above in the form of either a certified check, a cashier's check, or a treasurer's check, or a bid bond as described in the previous paragraph. All proposals must contain original signatures of authorized vendor officials as specified.

9. **BIDDER LIABILITY-** The successful bidder (Supplier) will be responsible for any damage to property caused by Supplier or his agents. Supplier further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnify and save harmless the participating members against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, work-men, or by any person or persons, whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual Property Damage and Liability Insurance and to furnish certificates therefore, when required by the IU5 Purchasing Consortium.
10. **PROPOSAL FORM-** Bidders must sign the proposal form as prescribed. When the bidder is a corporation, documents must be signed by a president or vice-president and by the secretary or assistant secretary. If signed by one person, a copy of the authority of such person must accompany the proposal. Bid deposit, Material Safety Product Sheets, and samples when requested must accompany the bid proposal in order to be considered.
11. **NOTIFICATION OF AWARD-** The Notification of Award will be sent via email on the published award date in the form of a report named "Award Report by Vendor". It is the vendor's responsibility to ensure the receipt of such report. It is assumed by the Consortium, that the report has been received unless otherwise contacted. The signed Notification of Award and the performance bond are due to the Consortium within ten (10) business days from the published award date.

B. Bid Requirements

1. **SUBMISSION OF BIDS-** All bids for the Joint Purchasing Program must be submitted electronically, via the Internet, using the secure servers of *eDynaQuote*.

eDynaQuote is contractually obligated to provide a secure, confidential, encrypted, electronic process for vendors to submit bids, and receive and store all bids submitted electronically to *eDynaQuote*'s designated Website. From the moment any bids are received by *eDynaQuote* it must maintain the strict confidentiality of each and every bid, and must not permit any access whatsoever to, or any tampering with, any and all bids by any person or entity, (including, without limitation, by *eDynaQuote*, IU5 Purchasing Consortium, the vendor submitting the bid or any other vendor) other than by designated *eDynaQuote* personnel required for the proper maintenance, confidentiality and protection of the bids. In no event shall any bid be opened or its contents printed, viewed or changed in any way or for any reason prior to the designated bid opening time, when they shall be made accessible to only the designated representative(s) to open for public viewing.

Additionally the notarized and signed Non-Collusion Affidavit and Performance Bond, must be submitted by hard copy to the awarded vendor when notified to: Purchasing Coordinator; Northwest Tri-County Intermediate Unit #5; 252 Waterford Street; Edinboro PA 16412. Failure to meet this requirement will invalidate an electronically submitted bid.

3. **ELECTRONIC TRANSACTIONS-** Bidders, by their submission of a bid, agree to conduct legally binding transactions by electronic means, within the meaning of the Pennsylvania Electronic Transactions Act, 73PA.C.S. §§2260.101 et seq. ("PETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to PETA. Neither the IU5 Purchasing Consortium nor any additional participants makes any representation or warranty concerning the reliability of security of any communication links, networks, or any data or information transmitted electronically, and neither the IU5 Purchasing Consortium nor any additional participant shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.
4. **PRICING-** Price quotes shall include all discounts and charges for processing, inspection, packaging, and delivery.
5. All prices must be rounded to the nearest cent. Prices which do not meet this criteria will be rounded down or eliminated.
6. **TAXES-** All members of the IU5 Purchasing Consortium are tax-exempt from State sales tax and Federal excise taxes and when requested, certificates will be produced upon bid award.
7. **SAMPLES-** Specification sheets and descriptive brochures as well as samples whenever practical must accompany, under separate cover, each item bid as an alternate "or approved equal". Bid samples, in original packages, unopened, and labeled appropriately, shall be sent to the Purchasing Coordinator at IU#5 prior to the bid submission deadline. The IU5 Purchasing Consortium is not responsible for returning any samples, unless otherwise stated. All samples are to be marked with the bid item number and bidder's name. Bidders may be required to demonstrate equipment offered as an alternate. Only one alternate bid per item will be considered. If more than one is submitted, the first listed will receive consideration.

When the bid catalog of items indicates a brand name or specific manufacturer's catalog reference the bidder may bid an item other than that named in the bid catalog as an equal thereto unless the item specification states "No Substitute". In all such instances, the proposed substitution shall be clearly described in the bid with the name of the manufacturer, the brand and/or trade name, and any variation from the specifications or standard, and a sample (or complete literature in the case of large or expensive items) must be furnished. Unless a substitution is so indicated the bidder shall be required to deliver the item as specified in the schedule. The successful bidder agrees that in the event a school agency has accepted and paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) herewith, the bidder agrees to replace any or all of the quantity rejected with products that meet specifications and/or conform to standards of the sample(s) without extra charge to the school agency.

8. **DELIVERY-** All deliveries shall be inside deliveries between the hours of 9:00 AM and 3:00 PM, Monday through Friday. No weekend or holiday deliveries are acceptable. The supplier must also furnish 48 hours prior notice of shipment, unless otherwise stated in spreadsheet. For purposes of this paragraph, inside deliveries shall mean that the driver must unload the truck and bring the items inside the building. All shipments must be marked with purchase order number and other information as called for in specifications. Label items in accordance with PA code; Title 34, Labor and Industry, chapter 309. Where specifications described herein exceed state or federal regulations bidders must comply with written specifications.
9. **INVOICING-** Invoices shall be sent in duplicate to the address designated on each Purchase Order. Separate invoices shall be rendered for each delivery. Invoices, in triplicate, shall be sent

to the Business Office of each school agency. Purchases for each participant shall be deemed to constitute a separate contract between that participant alone and the bidder/supplier. The IU5 Purchasing Consortium is merely an agent for the participating school agencies and neither has nor assumes legal responsibility of any kind for the payment of any additional participant's purchase. The IU5 Purchasing Consortium has urged each school agency to process payment for supplies received within sixty (60) days from the billing date.

10. **PAYMENTS-** Payments will be processed promptly and within sixty (60) days of delivery and receipt of invoice.
11. **EARLY DELIVERY-** Upon mutual agreement between the supplier and the IU5 Purchasing Consortium, early delivery and payment schedules may be negotiated.
12. **BID CLARIFICATION-** Bidders submitting requests for clarification on the specifications or bid process shall be responsible for the prompt delivery of the request to the IU5 Purchasing Consortium. Such requests must be in written form and all interpretations will be transmitted to all bidders of record.
13. **BID PRICE-** Prices bid will be held firm for at least ninety (90) days from the date of award unless otherwise specified.

C. Other Conditions

1. **QUALITY ASSURANCE-** The bidder agrees, if awarded the bid, to furnish and deliver the specified products at such times, at such places, and in such quantities as herein specified, and that all products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, products of proper quality in compliance with the specifications shall be furnished in place thereof at the expense of the supplier.
2. **DEFAULT-** In the event any property or service to be furnished by the bidder under a contract or purchase order should for any reason not conform to the specifications contained herein and to the sample submitted by the bidder with his bid, the IU5 Purchasing Consortium may reject such property or service. In such event, upon receipt of specific instructions from the Secretary (or authorized representative) of the IU5 Purchasing Consortium, the bidder shall immediately remove any rejected property without expense to the IU5 Purchasing Consortium and replace it with such property as conforms to the specifications and samples and/or provide additional or alternative property as conforms to the specifications and samples. The IU5 Purchasing Consortium may procure such property or services from other sources in any manner provided by law and shall have the absolute right to deduct from any monies due to the bidder, or that may thereafter come due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the IU5 Purchasing Consortium in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.
3. **BIDDERS EVIDENCE OF RESPONSIBILITY-** A bidder may be required to furnish evidence in writing or electronically that such bidder (a) maintains a permanent place of business, (b) has adequate equipment, finances and personnel to furnish satisfactory and expeditiously the items bid, and (c) is an authorized dealer which is authorized to provide necessary services and warranties for the items bid. Each bidder shall be prepared, if requested by the IU5 Purchasing Consortium, to provide documentation that the bidder has the experience, qualifications and financial ability to perform any contract awarded to the bidder. The successful bidder shall not

assign the performance of the contract nor any portion thereof to any other person without the prior written consent from the IU5 Purchasing Consortium.

4. **DISPUTES-** Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any bid (or to any contract resulting from any bid) shall be in the Court of Common Pleas of Erie County, Pennsylvania; and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.
5. **PRECEDENCE-** In the event of any conflict between these General Bid Requirements and Bid Specifications for individual items, the Bid Specifications shall take precedence.

SPECIFICATIONS

1. A 20 lb. Multi-purpose, premium number 4 grade bond, **8 ½” x 11”**, **white paper**, which provides excellent performance in **xerographic, lithographic, and offset press systems, inkjet, laser, B&W and Color copiers, and fax machines.**
2. General physical requirements:

Basic Weight	20 lb – 10 M
Brightness (% ref)	92% or brighter
3. This paper must have smooth surface of maximum whiteness, free of lint, and be free of imperfections of any kind. Sheets must be cut square and true. Reams, when jogged, must not show unevenness of any edge.
4. Premium No. 4 to be packaged in moisture proof ream wrap to protect product during storage and shipment. One end to be labeled as to size, brand, and color.
5. Must be a Premium #4 xerographic mill brand or better as listed in the current issue of **Competitive Grade Finder under Mill Brand or Private Brand. All bids must state brand of paper and product number.**
6. Each bidder must sign the provider certificate of manufacturer, plant location, and packaging, and submit with the bid.
7. Price quotes are requested on a per carton basis, 10 reams per carton, **500 sheets per ream.**
8. A sample 5 cases of white paper in its original package must be supplied by April 6, 2007 at the time of registration for the reverse auction. Each participant will receive a ream to test paper prior to the reverse auction.

TERMS OF SALE

1. Price per carton shall include delivery.
2. Delivery will be based individually by school district.
3. Notification to each school district will be done at least two (2) working days in advance to set up delivery time. If notification is not followed, the school district will not be held liable for driver's idle time, especially if driver would have to wait overnight or over a weekend.
4. Bid prices shall not be based on the vendor receiving the complete order in one shipment.
5. The school district reserves the right to increase or decrease the quantity of each item bid to satisfy budget constraints.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 2007-2008 White Copier Paper

State of _____

: s.s

County of _____

I state that I am _____ (Title) of _____
(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 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. _____ (Name of my firm), its affiliates, 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:

I state that _____ (Name of my Firm) understands and acknowledges that the above representations are material and important, and will be relied on by IU5 Purchasing Consortium 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 IU5 Purchasing Consortium of the true facts relating to the submission of bids for this contract.

Sworn To and Subscribed Before Me This Type Name of Authorized Person

_____ Day of _____ 20 ____

Title

Notary Public

Signature

My Commission Expires

_____ Date _____

