



REQUEST FOR PROPOSALS

NOTICE TO VENDORS

AEA Purchasing will be receiving sealed proposals until **10:00 AM, March 13, 2024.**

For Cut Paper

RFP # 024.1 Cut Paper-Summer

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested Vendors shall contact ONLY the issuing officer listed below:

Joni Puffett, CPPB, Issuing Officer

AEA Purchasing

Email: joni@aeapurchasing.org

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CHAPTER 1 ADMINISTRATIVE ISSUES

1.1 Purpose and Background

This RFP is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for AEA Purchasing's benefit and is intended to provide competitive information to assist in the selection process. It is not intended to be comprehensive. Each Vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

AEA Purchasing is a division of the Iowa Association of Area Education Agencies, a 28E association of the Iowa Area Education Agencies. AEA Purchasing's primary function is to provide a voluntary purchasing program for K-12 schools by bringing all statewide school purchasing programs under one legal entity and one fiscal management group. AEA Purchasing's programs offer Iowa schools and service agencies the access to competitively-priced services and goods based on statewide purchasing volume. AEA Purchasing serves both public and private K-12 school districts representing over 519,000 students.

It is the intent of AEA Purchasing to work with the Awarded Vendor(s) to market the awarded products at the Contract Prices to Iowa schools and AEAs during the entire Contract Term.

1.2 Definitions

Administrative Fee: In an effort for AEA Purchasing to cover its cost associated with selection, marketing and distribution of materials, Awarded Vendor(s) will pay (AEA Purchasing) an administrative/management fee on all products purchased through the Contract. Payments and required reporting are explained in Sections 3.2 and 3.3.

AEA Purchasing: AEA Purchasing is a division of the Iowa Association of Area Education Agencies (IAAEA) that includes a voluntary purchasing program developed for schools in Iowa that are served by Iowa's Area Education Agencies (AEA).

Awarded Vendor: The Vendor awarded a Contract as a result of this RFP.

Contract: A fully executed copy of a written agreement, hereafter referred to as Contract, between AEA Purchasing and Awarded Vendor.

Contract Prices: Price of Awarded Vendor items and services available for purchase that remain firm throughout the period of the Contract Term.

Contract Term: The Contract will run from the times noted in Chapter 4 – Timeline, unless terminated earlier as provided in Chapter 2.

Issuing Officer: The Issuing Officer is the individual designated by AEA Purchasing for any communication relating to this RFP.

Member: Potential customers of the Awarded Vendor and include Iowa accredited public, nonpublic and private schools, AEAs and other persons or entities to whom AEA Purchasing has given access to purchase goods or services under the AEA Purchasing programs, including this RFP.

Notice to Award: A notice issued to a Vendor by AEA Purchasing of its intent to award the Contract as a result of the RFP.

Public Purchase: The online platform used by AEA Purchasing to facilitate an electronic RFP process. More information on Public Purchasing can be obtained by going to <https://www.publicpurchase.com/gems/browse/home>.

Vendor: Company, organization or other business entity submitting a proposal in response to this RFP.

1.3 Inquiries

- A. All inquiries concerning this RFP shall be submitted via Public Purchase. Questions regarding the RFP process or the requirements of this RFP are due by the date indicated in Section 4.1.
- B. All inquiries and answers will be posted online via Public Purchase.
- C. During the procurement, including any period of evaluation, the Vendors shall contact only the Issuing Officer regarding this RFP. Discussing the RFP with any other AEA Purchasing, AEA or state employee until AEA Purchasing issues a Notice to Award may result in disqualification.
- D. In NO CASE shall verbal communications override written communications. Only written communications are binding with AEA Purchasing.
- E. AEA Purchasing assumes no responsibility for representations concerning conditions made by its officers or state employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by AEA Purchasing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal.

1.4 RFP Amendments and Withdrawals

AEA Purchasing reserves the right to amend the RFP at any time. All amendments will be submitted via Public Purchase. Upon notice to the Issuing Officer, Vendors may also withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals.

1.5 Rejection of Proposals

AEA Purchasing reserves the right to reject any proposal outright if the Vendor fails to deliver the proposal by the due date and time. In addition, AEA Purchasing reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. AEA Purchasing may reject any proposal outright and will evaluate for any of the following reasons:

- A. The Vendor states that a service requirement cannot be met.
- B. The Vendor's response materially changes a service requirement.
- C. The Vendor initiated unauthorized contact regarding the RFP with AEA Purchasing officers or AEA staff and state employees.
- D. The Vendor provides misleading or inaccurate responses.
- E. The Vendor's response limits the rights of AEA Purchasing.
- F. The Vendor fails to include information necessary to substantiate that it will be able to meet service requirements necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability. Representations that future developments will satisfy requirements are not sufficient.
- G. The Vendor fails to respond to AEA Purchasing's request for information, documents or references.
- H. The Vendor fails to include any required signature, certification, authorization, stipulation, and disclosure or guarantee requests.
- I. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.6 Proposal Obligations

The content of the proposal and any clarification thereto submitted by the Awarded Vendor shall become a part of the contractual obligation if it is incorporated by reference into the Contract(s) issued to the Awarded Vendor.

1.7 Public Records Law and Requests for Confidentiality

- A. AEA Purchasing is subject to the Open Records law found in Chapter 22 of the Iowa Code providing for public examination of all its records, including this RFP and any documents submitted by a Vendor, unless a statutory exception applies to such record. Before the Notice to Award is issued, all details of proposals and scoring shall be kept confidential. Upon issuance of a Notice to Award, **all proposals and scoring immediately become public information subject to Iowa Code Chapter 22**. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. AEA Purchasing may treat all information submitted by a Vendor as a public record unless the Vendor properly requests that such information be treated as confidential at the time of submitting the proposal and AEA Purchasing determines that the information can be treated as confidential under Iowa Code Chapter 22.

- B. **Any request for confidential treatment of information must be included in a cover letter with the Vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public.** The request must also include the name, address, email address, and telephone number of the person authorized by the Vendor to respond to any inquiries by AEA Purchasing concerning the confidential status of the materials.
- C. Any document submitted with a request to be treated as an exception to the Open Records law which contains confidential information must be clearly marked as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D. In addition to marking the material as confidential material where it appears, the confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The "Public Copy" must be submitted with the cover letter and will be made available for public inspection.
- E. **An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential.**
- F. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by AEA Purchasing as a waiver of any right to confidentiality which the Vendor may have had.
- G. The Vendor's failure to comply with all the requirements of this section will be deemed by AEA Purchasing as a waiver of any right to confidentiality which the Vendor may have had.
- H. If AEA Purchasing receives a request for disclosure of information that was marked confidential by a Vendor, written notice shall be given to the Vendor seven (7) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. AEA Purchasing will disclose the information marked confidential upon request unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law prior to the expiration of the seven (7) calendar days.

1.8 Proposal Property of AEA Purchasing

All proposals become the property of AEA Purchasing. Additionally, the evaluation documents created by AEA Purchasing will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9 Iowa Statutes and Rules

The terms and conditions of this RFP, and the resulting Contract or activities based upon this RFP, shall be construed in accordance with the laws of the State of Iowa. Iowa Code Section 73.2 requires the following:

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

1.10 Copyrights

By submitting a proposal, the Vendor agrees that AEA Purchasing may copy the proposal for the purposes of facilitating the evaluation of proposals or responding to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not infringe upon or violate the proprietary rights of a third party.

1.11 Release of Claims

With the submission of a proposal, each Vendor agrees that it will not bring any claim or have cause of action against AEA Purchasing based on any Vendor misunderstanding concerning information provided herein or concerning the alleged failure by AEA Purchasing, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.12 Vendor Qualification Requirement

Awarded Vendor(s) will be required to register to do business in Iowa upon contract award acceptance. For information on obtaining a Certificate of Authority from the Iowa Secretary of State, go to <http://sos.iowa.gov/>.

1.13 Award Notice and Acceptance Period

A Notice to Award the Contract will be forwarded to all Vendors submitting a timely proposal. After the announcement of the Awarded Vendor, negotiation and execution of the Contract shall commence. If the Awarded Vendor fails to negotiate and deliver an executed Contract within 90 days from the date of award, AEA Purchasing in its sole discretion may cancel the award and award the Contract to the next highest ranked Vendor or withdraw the RFP. Before the Notice to Award is issued, all details of proposals and scoring remain confidential. After the Notice to Award is issued, all proposals and scoring immediately become public information pursuant to Chapter 22 of the Iowa Code.

1.14 Time Period within which to file a Protest

A Vendor whose proposal has been timely filed and who is aggrieved by the award of AEA Purchasing may appeal the decision by filing a written notice of protest. The notice must be filed within five (5) business days of the date of the Notice to Award issued by AEA Purchasing. The notice must clearly and fully identify all issues being contested by reference to the page and section of the RFP and/or the Notice to Award. A notice of appeal or protest will not stay negotiations with the apparent Awarded Vendor.

The protest will be reviewed by the Issuing Officer who will provide a written response within ten (10) business days after receiving the appeal. If the protesting Vendor is not satisfied with the response, the Vendor may appeal to the AEA Purchasing Operations Committee for further review. The Vendor must request a further review in writing within five (5) business days after the date of the Issuing Officer's response; and must state the reasons why the Issuing Officer's response is not satisfactory to the Vendor.

The AEA Purchasing Operations Committee will review the original appeal and supporting documentation; the response and supporting documentation; and the request for review and supporting documentation. The AEA Purchasing Operations Committee may also request further information to assist in its review. The AEA Purchasing Operations Committee will meet to rule on the appeal not later than ten (10) business days after receipt for further review. The decision of the AEA Purchasing Operations Committee shall be in writing and shall be the final decision of AEA Purchasing.

1.15 Miscellaneous

- A. AEA Purchasing reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. AEA Purchasing reserves the right to waive minor deficiencies and informalities if, in the judgment of AEA Purchasing, its best interest will be served.
- C. AEA Purchasing reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.

CHAPTER 2 GENERAL TERMS AND CONDITIONS

2.1 Preface

The Contract between AEA Purchasing and the Awarded Vendor shall be a combination of the specifications, terms and conditions of this RFP, Vendor's proposal, written clarifications or changes accepted in writing by AEA Purchasing, plus any terms and conditions in Chapter 3. The terms and conditions as stated herein relate only to this RFP and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with AEA Purchasing, nor do the terms and conditions as stated herein relate to any other AEA Purchasing procurement which may be in process.

2.2 Conflicts between Terms

AEA Purchasing reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by AEA Purchasing, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. AEA Purchasing may elect to negotiate with Awarded Vendor regarding Contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Awarded Vendor's proposal.

2.3 Contract Length

The Contract term shall be as noted in Section 4.1, unless terminated earlier in accordance with Chapter 2.

2.4 Approved Members and Other Additional Clients

All Awarded Vendors are required to make their goods or services available under the terms of the Contract to all schools in Iowa (public and non-public) that are served by Iowa's service agencies.

2.5 Specifications

- A. Unless otherwise specified, items shall be new and unused and of current production.
- B. Manufacturer's standard warranty shall apply unless otherwise stated in the Contract.

2.6 Audits

The Awarded Vendor agrees that the AEA Purchasing Operations Committee or its designated staff members may audit the Awarded Vendor's records to establish compliance to the Contract.

2.7 Defects and Damages

The Awarded Vendor shall accept returns for full credit on any product found to be deficient in quality or defective in packaging so as to render the item unsuitable for its intended purpose. Changes to orders will not be accepted without prior approval of the ordering party. Errors made by the Awarded Vendor must be corrected within seven (7) calendar days.

2.8 Sales Representation/Marketing

A designated contact who understands the terms and conditions of the Contract must be named by the Vendor and will be listed as a Vendor contact on printed materials and on AEA Purchasing's website. All correspondence and marketing efforts regarding the Contract shall include the AEA Purchasing logo and a statement regarding the partnership between the Awarded Vendor and AEA Purchasing.

AEA Purchasing Logo. Awarded Vendor may use the AEA Purchasing logo in the promotion of the Contract to Iowa schools with the following stipulations: the logo may not be modified in any way; when displayed, the size of the AEA Purchasing logo must be equal to or larger than the Vendor logo; the AEA Purchasing logo is only used to communicate the availability of products and services under the Contract. Any other use of the AEA Purchasing logo requires prior written permission from AEA Purchasing.

Awarded Vendor Logo. AEA Purchasing may use the Vendor's name and logo in the promotion of the Contract. Use of the logos may be on AEA Purchasing's website and on printed materials. Any use of Vendor's logo by AEA Purchasing must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to AEA Purchasing from time to time.

Media Releases. Awarded Vendor will not make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media pertaining to AEA Purchasing, the

impending Contract or a resulting Contract, without the prior written approval of AEA Purchasing, and then only in accordance with explicit written instructions provided by AEA Purchasing during review and approval. In addition, Awarded Vendor/contractor will not use the name, logo, trademarks or other proprietary identifying symbol of AEA Purchasing or its affiliates without such consent.

2.9 Compliance with Program Requirements

The Awarded Vendor shall comply with all applicable State and Federal laws, regulations and certification requirements of the State of Iowa and all rules and regulations of the Iowa Department of Education.

2.10 Vendor Equal Opportunity Requirements

Vendors submitting bids must be an "Equal Opportunity Employer" as defined by law and regulation.

2.11 Affirmative Action- Contract Compliance

The Awarded Vendor is prohibited from engaging in discriminatory employment practices forbidden by Federal and State law and executive orders pertaining to equal employment opportunity and affirmative action. The Awarded Vendor may be required to have on file a copy of their affirmative action program. Failure to fulfill these non-discrimination requirements shall be regarded as a material breach of the Contract and may cause the Contract to be canceled, terminated, or suspended in whole or in part. The Awarded Vendor may be declared ineligible for future contracts or subject to other sanctions as provided by law or rule for said breach.

2.12 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses (TSB) (Iowa Code, Chapter 73 and 481 Iowa Administrative Code, Chapter 25). When entering into a contract with AEA Purchasing, the Awarded Vendor is required to warrant that it has taken documented steps as legally required to encourage participation from TSB's for the purpose of subcontracting and supplying of materials. To apply for certification as a TSB, contact the Iowa Department of Economic Development (tsbcert@iowaeda.com).

2.13 Compliance with Proposal

The Vendor will be required to furnish all information as specified herein. AEA Purchasing and the Issuing Officer of this solicitation reserve the right to waive compliance on minor technicalities in the specification, to reject any or all proposals, and to accept the proposal(s) which appear to be in the best interest of AEA Purchasing.

2.14 Taxes

Prices quoted shall not include State or Federal taxes from which Iowa schools are exempt. The necessary exemption certificate will be furnished upon request by the Vendor.

2.15 Separate Bids

If the Vendor wishes to submit an alternate proposal(s), said proposal(s) must be submitted via Public Purchase and must be appropriately identified as a separate bid(s). All conditions required for an initial proposal are applicable for separate alternate proposal(s).

2.16 Infringement

The Awarded Vendor warrants all goods purchased shall be delivered free of the rightful claim of any third party for infringement of the third party's proprietary rights.

2.17 Remedies Upon Default

Any of the following events shall constitute cause for an Awarded Vendor to be declared in default of its obligations under its Contract. Non-performance of Contract includes:

- A. Failure by Awarded Vendor to make substantial and timely progress toward performance of the Contract.
- B. Failure of items provided by the Awarded Vendor to meet specifications noted herein.
- C. Breach of any Contract terms.

AEA Purchasing shall issue a written notice of default providing therein for a five (5) business day period, in which the Awarded Vendor shall have an opportunity to cure, provided that cure is possible and feasible, as determined in the sole discretion of AEA Purchasing. If, after opportunity to cure, the default remains, or if no cure is possible or feasible, AEA Purchasing or the ordering party may do one or more of the following:

- D. Procure goods or services in substitution from an alternate source, in which case the defaulting Awarded Vendor will reimburse the ordering party for the difference between the Contract Price and alternate price.
- E. Immediately terminate the Contract and exercise any other remedy provided by law.
- F. Awarded Vendor shall not be considered to be in default under the Contract if performance is delayed or made impossible by an act of God, flood, fires, etc.

The fact that the delay resulted from a sub-vendor's conduct, negligence or failure to perform shall not excuse the Awarded Vendor from the provisions of the Contract. Should the ordering party obtain a money judgment against the Awarded Vendor as a result of a breach of the Contract, Awarded Vendor consents to such judgment being set-off against monies owed to the Awarded Vendor by the ordering party under the Contract or any other contract.

2.18 Assignment-AEA Purchasing Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with Awarded Vendor, consistent with the terms and conditions of said Contract, to any successor organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

2.19 No Quantity Guarantees

AEA Purchasing makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

2.20 Right to Terminate Contract

AEA Purchasing reserves the right to terminate the Contract entered into with the Awarded Vendor immediately if AEA Purchasing's continued performance is prohibited by operation of law or court decision. In the event AEA Purchasing exercises this right, the Awarded Vendor agrees to continue to serve Iowa schools under the terms of the Contract through the end of the school year (July 1 to June 30) in which the termination occurs, unless to do so is prohibited by operation of law or court decision. AEA Purchasing also reserves the right to terminate the Contract upon thirty (30) days' notice whenever the Awarded Vendor does not comply, to AEA Purchasing's satisfaction, with the terms of the Contract.

CHAPTER 3 SPECIFIC TERMS AND CONDITIONS

3.1 Purpose and Intent

The purpose of this RFP is to provide a comprehensive procurement program that will provide competitive pricing and high quality products for cut paper as used by schools and education service agencies in Iowa.

3.2 Administrative Fee

In an effort for AEA Purchasing to cover costs associated with selection, marketing and distribution of materials, Awarded Vendor(s) will pay AEA Purchasing an administrative/management fee of 1% of all Contract sales in the State of Iowa during the Contract term.

3.3 Reporting

Awarded Vendor shall submit one sales report for the total orders placed by eligible parties by the date indicated in Chapter 4. These reports are used to create individual savings profiles for each party. Reports must be submitted via e-mail in Excel format, shall identify the Awarded Vendor and time period being reported, and shall include a minimum of the fields listed below:

- A. Date of order
- B. School/Ordering Party
- C. Retail, list or academic price sales totals
- D. AEA Purchasing/Contract price sales totals
- E. Contract savings totals

3.4 Responsibilities of Awarded Vendor

- A. Provide sales staff representation to all eligible parties in Iowa.
- B. Provide training and assistance as requested.
- C. Accept orders at any time during the Contract term.
- D. Invoice and deliver product directly to the ordering party.
 - 1. All proposals shall include the shipping and handling charges in the price of the products. (See section 3.8.C)
 - 2. Awarded Vendor(s) must promptly exchange defective products upon receiving notice of the defect.
 - 3. Awarded Vendor(s) will be responsible for all shipping and handling charges associated with the exchange of defective products.
 - 4. All invoices for payment shall be sent directly to the ordering party under the terms and conditions of this RFP. The ordering party will make payment directly to the Awarded Vendor(s).

3.5 Responsibilities of AEA Purchasing

- A. Monitor the purchases of being made under the Contract.
- B. Assist the Awarded Vendor(s) to jointly promote the Contract.
 - 1. AEA Purchasing will endorse the Contract through AEA Purchasing web page and will develop and distribute an order form for order submission. Orders will be submitted directly to the Awarded Vendor(s).
 - 2. AEA Purchasing will endorse and promote the Contract via various marketing tactics as appropriate.
- C. Assist the Awarded Vendor(s) with distributing information to all eligible parties.
- D. AEA Purchasing will manage the audit of the Awarded Vendor(s) to insure total compliance with the Contract.

3.6 Pricing

All pricing information shall be submitted online using Public Purchase via Attachment 3 - Bid Template. Previous sales history will be used as a basis for evaluation of cost for items.

3.7 Product Specifications

- A. The paper shall be free from wrinkles, splices, fold-overs, 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. The paper should be registered #4 or #4 premium, a minimum 92 brightness, minimum opacity of 88, minimum ream-wrapped with felt-side indicated, in labeled cases. No-label or generic papers will be acceptable. Bidder guarantees each purchasing Member will be satisfied with the performance of the paper in such offset duplicators, high-speed bond copiers and finishing equipment as are typically owned by educational institutions. Once manufacturer, mill and product line has been bid and awarded, no substitutions will be permitted.
- B. Paper curl patterns after imaging shall be no more than the recommended guidelines. Bond paper should duplex well.
- C. The paper shall not emit any obnoxious or irritating odor, nor release volatiles 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 to the general population.
- D. Exceptions to specifications and information on delivery must be noted on the bid form. Samples and swatch books are required on products so designated.
- E. Each ream will have a moisture-resistant wrap. Each box will be a reusable (lid type) corrugated paper carton.
- F. Pallet construction will allow for 4-way powered entry of handling equipment and surface/platform boards spaced to minimize carton damage in multi-tier stacking.
- G. AEA Purchasing would like to support companies that value environmental and social aspects of paper production.
 - a. All products must be fully compliant with the Lacey Act and cannot contain any wood-fiber from illegally harvested forests.
 - b. Preference will be given to US mills. Please list origin of paper on bid template.

3.8 Information and instructions for Bidders

- A. This proposal responds to the needs of schools and education service agencies located within the state of Iowa by seeking the lowest, competitive price and effective, efficient delivery. Vendors should submit a proposal for the entire state either as an individual bidder with statewide capability or by two or more bidders with regional capabilities cooperating for a single statewide bid. The bid award will be based on the best statewide solution.
- B. This program is operated under rules developed by AEA Purchasing. Schools and other eligible entities of AEA Purchasing may use this program but reserve the right to purchase through locally determined sources and policies. No estimated quantities are identified on the bid. Totals for orders processed through similar bids in past years are located in section 3.9 of this document.
- C. The price bid shall be based upon free delivery of 40+ assorted cartons per drop off point, off the truck, at each member site or building location to be determined by each ordering party. All proposals shall include the shipping and handling charges in the price of the products. A delivery price for orders totaling less than 40 cartons for a drop off point must be quoted on the pricing template. "Off the truck" is defined as being unloaded by the Vendor on the ground near the delivery door location (not more than 10 feet inside the building) designated by the ordering site (via lift gate, manually, etc.).
- D. The successful Vendor(s) agrees to ship and bill directly to each ordering party. All invoices will be sent directly to the ordering party. Shipping shall be calculated into the paper price. (Note 3.8.C – Additional freight can be quoted for orders totaling less than 40 assorted cartons per delivery point.) No additional shipping costs due to fuel surcharge or other factors may be added at invoice time.
- E. All material furnished must be in conformity with specifications and will be subject to inspection and approval of the purchasing member after delivery. The right is reserved to reject and return at the risk and expense of the bidder such portion of any shipment, which may be defective or fail to comply with specifications or will not run through ordering party's equipment and not invalidate the remainder of the order. The Vendor is not responsible for product performance twelve (12) months following the date of

delivery. The expectation is that the paper is newly manufactured and that the paper will be used within the twelve-month time period after the delivery date.

F. Items for which Substitute Items are allowed:

1. Unless the described item is followed by the words **NO SUBSTITUTES**, the use of the name of a manufacturer or any special brand or make in describing any item in the bid form is intended to establish a benchmark with respect to the quality and utility of the item described and Vendors are not restricted to the specified manufacturer, specific brand or make. If substitutes are allowed and if a proposal is submitted for brands other than the benchmark brand, the substituted item must be of a quality and utility at least equal to the benchmark brand and the Vendor must include the brand name, manufacturer's code, warranty/guarantee and a sample. The submission of a substitute brand, when substitutes are allowed, shall be deemed to constitute a representation and warranty by the Vendor that the quality and utility of the substituted item is at least equal to that of the benchmark brand. The AEA Purchasing Issuing Officer, with the input of the AEA Purchasing's Operations Committee, will determine whether the alternate brand is of a quality and utility at least equal to the benchmark brand and the Vendor shall be bound by the AEA Purchasing Issuing Officer's decisions. No substitutions will be accepted by AEA Purchasing without the written approval of AEA Purchasing Issuing Officer.
2. If substitutes are allowed and if the Vendor elects to bid a brand other than the benchmark brand, the Vendor is required to submit a sample of the proposed substitute item upon request. The review by AEA Purchasing of a sample of a proposed substituted item and acceptance by the AEA Purchasing of a substitute item shall not constitute a waiver by AEA Purchasing of any breach by the Vendor of a Vendor's representation and warranty that the substituted brand was of a quality and utility of at least equal to the benchmark brand. AEA Purchasing and all ordering parties who purchase the items from AEA Purchasing shall have all rights and remedies available at law and in equity arising out of said breach of a Vendor's representation and warranty.
3. If a substitute item is permitted and if a Vendor proposes a substitute item, all warranty information with respect to the substituted item must be submitted with the bid.

G. Items for which No Substitutes are allowed:

1. If the described item is followed by the words **NO SUBSTITUTES**, Vendors are restricted to the specified item, including, but not limited to, the specified brand, manufacturer and make.
2. Vendors must provide all warranty information for which no substitution is allowed at the time of delivery of the products.

H. Discounts for prompt payment should be stated on the bid form as they may be factored into the prices for purposes of bid awarding.

3.9 Order History

<u>Summer 2023</u>		<u>Summer 2022</u>	<u>Summer 2021</u>
Letter	36,046 cartons	37,214 cartons	38,378 cartons
Legal	96 cartons	102 cartons	80 cartons
Tabloid	366 cartons	435 cartons	320 cartons
Envelopes	119 cartons	157 cartons	239 cartons

CHAPTER 4 TIMELINE

4.1 Contract Timeline

RFP Issued via Public Purchase	January 31, 2024
Deadline for questions	March 6, 2024
Proposals due back	10:00 AM CST, March 13, 2024
Bid opening	10:05 AM CST, March 13, 2024
Bid award approved by Operations Committee	March 20, 2024
Anticipated date of Notice of Intent to Award	March 21, 2024
Anticipated date of Order Form Release	Week of April 1, 2024
Orders due back	May 17, 2024
Shipments completed/Orders fulfilled	September 6, 2024
Reports returned to AEA Purchasing	October 4, 2024

4.2 Date, Time and Place to Submit Proposal

Pursuant to the action of the AEA Purchasing Operations Committee, electronic bids will be received via Public Purchase until 10:00 AM CST, March 13, 2024. Print, e-mail and faxed proposals will not be accepted.

At the time of the opening of the bids, **only the identity of the Vendors will be announced**. Bids will not be available for public inspection at the time of the opening. Bids will be tabulated and open for public inspection within two (2) business days after the award date noted in Section 4.1.

CHAPTER 5 PROPOSAL FORMAT AND CONTENT

5.1 AEA Purchasing Issuing Officer

All inquiries concerning this RFP shall be submitted via Public Purchase.

Issuing Officer: Joni Puffett, CPPB

5.2 Format of the Proposal

The Official Proposal must be submitted electronically via Public Purchase. All answers that are given to the questions asked in the RFP attachments are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The Official Proposal, submitted via Public Purchase, shall consist of the following elements:

- A. Cover or Title Page titled “024.1 Cut Paper-Summer” and marked as an original, a copy, or a “public copy”.
(See Chapter 1, Section 1.7)
- B. The Vendor(s) shall complete and upload to Public Purchase Attachment 1: Vendor Worksheet.
- C. The Vendor(s) shall complete and upload to Public Purchase Attachment 2: Signature Page.
- D. The Vendor(s) shall complete and upload to Public Purchase Attachment 3: Bid Template.

5.3 Efficient Proposals

The proposal should be prepared simply and economically, providing straightforward, concise descriptions of the Vendor’s ability to meet the requirements. Elaborate proposals (i.e. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired and will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified.

CHAPTER 6 EVALUATION CRITERIA

6.1 Criteria for Contract Award

Contract award and acceptance shall be based on, but not limited to the following:

- A. Competitive pricing
- B. Vendor's past performance, reputation and references
- C. Vendor's ability to provide service and support for a statewide contract
- D. Quality and completeness of the vendor RFP worksheet (ATTACHMENT 1)
- E. Quality of product
- F. Proposed value added services including marketing, support material, etc.