



Education Service Center, Region VI
3332 Montgomery Road Huntsville, Texas 77340

NOTICE TO VENDORS

Education Service Center, Region VI is soliciting interested firms to submit a competitive sealed proposal for printing of the Summer 2010 Source publication and the Fall 2010/2011 SOURCE publication. Enclosed are the Terms & Conditions and Specifications for submitting your proposal. Vendors are instructed to inform themselves fully on information contained in this packet.

Submit proposals marked **CSP# 05.10 – PRINTING OF THE 2010–2011 SOURCE PUBLICATIONS** to the Purchasing Agent's Office in the Business Office of Education Service Center, Region VI, 3332 Montgomery Road, Huntsville TX 77340 prior to 2:00 pm, February 22, 2010. Time of receipt will be determined by Buyer's clock. The proposals will be opened at the time and date listed above. Any proposal received after the above-specified time and date will not be considered and will be held unopened. Proposals may be withdrawn upon written request from vendor if received prior to the specified time of opening. Education Service Center, Region VI reserves the right to reject any or all proposals, to waive any irregularities, and to accept any proposals deemed to be in the best interest of Region VI.

Telephonic – Telegraphic proposals or copied proposals will not be considered.

Proposal envelope must be sealed and legibly marked on the outside lower left corner:

CSP# 05.10 – PRINTING OF THE 2010-2011 SOURCE PUBLICATIONS

Thanking you in advance for your time on this matter,

Nancy M. Mowry, CTSBO
Purchasing Agent / Data Manager

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Items checked below represent the components which comprise this bid packet. If the item is not checked, it is not applicable to this bid. Bidders are asked to review the package to be sure all applicable parts are included. If any portion of this packet is missing, notify the Purchasing Department immediately.

It is the Bidder's responsibility to be thoroughly familiar with all information contained in this packet prior to submission of bid.

- ✓ 1. Cover Sheet
- ✓ 2. Table of Contents
- ✓ 3. Bid Sheet – This sheet must be completed and returned as part of bid. This sheet must be typed or written in ink.
- ✓ 4. Vendor Information
- ✓ 5. Statement of Non-Collusion / Non-Discrimination
- ✓ 6. Residence Certification
- ✓ 7. Debarment Certification
- 8. Conflict of Interest Questionnaire (Form CIQ)
- ✓ 9. Felony Conviction Notification
- ✓ 10. Special Requirements and Specifications
- 11. Contract – This applies only to certain bids. Please read carefully. You may sign this form as "Seller". It is not binding until counter-signed by Education Service Center, Region VI.
- 12. Performance Bond Requirements – This applies only to certain bids.
- 13. Insurance Requirements – This applies only to certain bids.
- ✓ 14. Terms and Conditions
- ✓ 15. General Requirements
- 16. Attachments

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PROPOSAL SHEET

Vendor agrees that the bid is, as listed, in accordance with the attached specifications at the prices/discounts shown below or on attached bid sheet. This form must be completed in its entirety. If erasures or other changes appear on the bid sheet, each such erasure or change must be initialed by the person signing the bid.

Education Service Center, Region VI reserves the right to award the contract based on what is in the best interest of ESC, Region VI.

I. Summer 2010 Publication – 14,500 copies

Printing Cost	\$ _____
Delivery Cost	\$ _____
TOTAL COST	\$ _____

II. Fall 2010 / Spring 2011 Publication – 14,500 copies

Printing Cost	\$ _____
Delivery Cost	\$ _____
TOTAL COST	\$ _____

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, a copy of which is hereto attached.

Company Name

Mailing Address

(____) _____
Phone

Print Name

Signature

City/State/Zip

(____) _____
Fax

E-Mail

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VENDOR FORM

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any terms or conditions of said bid have not been communicated by the undersigned or by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned affirms and certifies that neither this company nor any of its principals (e.g., key employees) has been proposed for debarment, debarred, or suspended by a federal agency.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC IN AND FOR THE STATE OF _____

SIGNATURE OF NOTARY _____

EXPIRATION DATE OF NOTARY PUBLIC _____

VENDOR CONTACT NAME _____

PHONE NO. _____

FAX NO. _____

**STATEMENT OF NON-COLLUSION AND
NON-DISCRIMINATION**

My signature certifies that the accompanying bid:

1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. During the performance of any contracted awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
3. The Seller, in all solicitations and advertisements for employees placed by, or on behalf of, the Seller, will state that such Seller is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with Federal Law, rule, or regulation, shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include the provisions of the foregoing paragraphs 2,3, and 4 in every subcontract or purchase order over \$ 10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller:

Name of Seller: _____

Address: _____

City / State / Zip: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____

RESIDENCE CERTIFICATION

In accordance with Article 601g. as adopted by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Bids by Non-Resident Section 1(a) In this Act:

(1) "Governmental agency of the state" means:

(A) an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the peace court;

(2) "Nonresident Bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas Residential Bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to under bid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that as defined in Article 601g, that:

Company Name: _____

_____ Yes, I am a Texas Residence Bidder

_____ No, I am a _____ Residence Bidder

Printed Name: _____

Signature: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations are published as Part IV of the January 30,1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in his transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “ a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “ a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name (please print or type):

- A. My firm is a publicly-held corporation. Therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

- B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Dates of Conviction(s): _____

Signature of Company Official: _____ Date: _____

CSP# 05.10 – PRINTING OF THE 2010-2011 SOURCE PUBLICATIONS
SPECIAL REQUIREMENTS & SPECIFICATIONS

QUANTITY

14,500 publications total – Summer 2010 issue
14,500 publications total – Fall 2010 / Spring 2011 issue

LAYOUT / CONSTRUCTION

- Final count will not exceed 160 maximum (80 pages)
- Text on white newsprint (stock size 35) with black ink
- Final trim size: 8-3/8" x 10-7/8"
- C-1-S cover (slick on outside of front and back covers) with full color. Print-ready color artwork provide. 10 pt stock size 20" x 26"
- Inside front cover and back cover in color
- Text print-ready / artwork furnished / printer does the paste-up. Camera-ready throughout
- Summer 2010 edition – to printer by March 15, 2010, required delivery to districts prior to April 1, 2010
- Fall 2010 / Spring 2010 edition – to printer by July 15, 2010, required delivery to districts prior to August 1, 2010
- Text will begin with page "I", black ink on newsprint

PROOFS

- All proofs must be approved by ESC, Region VI prior to printing of order
- All adjustment and changes must have prior approval from ESC, Region VI.

DELIVERY

- Vendor is responsible for affixing pre-printed shipping labels, supplied by ESCVI, to brochures and direct shipment of brochures to districts.
- Delivery date of Summer 2010 publications must be prior to April 1, 2010.
- Delivery date of Fall 2010 / Spring 2011 publications must be prior to August 2010.

CONTACTS

Nancy Hollis, Professional Development Manager
nhollis@esc6.net 936.435.8299

Nancy M. Mowry, Purchasing Agent / Data Manager
nmowry@esc6.net 936.435.8288

TERMS AND CONDITIONS

Vendors are instructed to inform themselves fully on information contained in this packet.

RESPONSES

Bids/proposals must be submitted on the enclosed form. Bids/proposals that are submitted that do not adhere to this rule are subject to rejection. Telephone and facsimile submissions will not be accepted.

All bids/proposals must be received by the Purchasing Agent prior to the time and date set forth. Time of receipt will be determined by Buyer's clock. The Education Service Center, Region VI is not responsible for mail delays or circumstances that may result in bids/proposals arriving after the specified deadline. Bids/proposals received after the specified deadline will be held unopened. Bids/proposals must be submitted to the Purchasing Agents Office in the Business Office of Education Service Center, Region VI, 3332 Montgomery Road, Huntsville TX 77340. Bids/proposal envelope must be sealed and legibly marked on the outside lower left corner with title of bid.

All bids/proposals must include vendor's full name, address, and title of authorized agent and must bear the manually executed signature of listed authorized agent.

All erasures or corrections made on the bid/proposal sheet provided must be initialed by person making corrections.

Bids/proposals must show unit price and total for each specified item quantity and shall include transportation FOB destination. In case of error in extension, unit price shall govern.

Submitted price(s) shall be firm for a period of 180 days from date of award and no offer may be withdrawn without written approval. Quantity requirements are a close approximation and Education Service Center, Region VI reserves the right to make variations should budgetary considerations become a factor. Education Service Center, Region VI reserves the right to reject any and/or all submissions; to award by individual item as may be advantageous, and waive all formalities in the bid/proposal process.

All transportation charges for samples shall be borne by the vendor, both forwarding and returning. Education Service Center, Region VI assumes no responsibility for the handling of samples in any manner.

Failure to observe the above instructions and conditions will constitute grounds for rejection of your bids/proposal in addition to removal from the list of vendors.

AWARD

The Education Service Center, Region VI reserves the right to award to the vendor submitting the bid/proposal deemed in the best interest of Region VI.

The Education Service Center, Region VI, reserves the right to accept or reject any or all bids/proposals or parts thereof and to waive any bid irregularities.

CONTRACT

It is understood and expressly agreed that, upon proper acceptance of any or all items by the Education Service Center, Region VI, a contract shall hereby be created.

EVALUATION

The Education Service Center, Region VI will evaluate all bids/proposals on, but not limited to, cost, vendor history and information, and quality of product.

STANDARDS

All contracts and agreements created by this bid/proposal will adhere to Texas Education Code regarding school district's contract and the Texas Business and Commerce Code.

WARRANTY AND GUARANTEE

Vendor will guarantee all products and shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.

DELIVERY

Vendors must keep Buyer advised of the status of order, as failure to meet delivery date may result in removal from approved bidder list. Delivery of item in good condition will be vendor's responsibility. All goods are subject to inspection and return at the expense of the vendor if found to be damaged or inferior to those specified.

Freight will be prepaid by vendor.

TAX EXEMPTION STATUS

Education Service Center, Region VI is exempt from state sales tax and federal excise tax. Deduction of these taxes must be made by vendor prior to submission of bid/proposal.

GENERAL PURCHASING REQUIREMENTS

GENERAL REQUIREMENTS APPLY TO ALL PURCHASES. HOWEVER, THESE MAY BE SUPERSEDED, IN WHOLE OR IN PART, BY THE SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, OR OTHER DATA CONTAINED HEREIN.

Read this entire document carefully. Follow all instructions. Vendor is responsible for fulfilling all requirements and specifications.

1. SUPPLEMENTAL MATERIALS

Seller is responsible for including all pertinent product data in the returned proposal/bid packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid/proposal package and any other pertinent information that may effect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Seller wishes to include as a condition of the bid/proposal, must also be included in the submitted packet. Failure to include all necessary and proper supplemental materials may be cause to reject the entire packet.

2. INSTALLATION

When installation is specified in the packet, the Seller shall provide the following services and meet or exceed the requirements at no additional cost above the initial proposal/bid price on machinery or furniture:

- a. Provide transportation of the items to physical destination as noted in packet.
- b. Deliver items to proper location at physical destination.
- c. Complete assembly and adjustments by trained installation mechanic.
- d. Remove all packing/shipping materials.

All materials, equipment, and labor necessary to fully assemble furniture or machinery must be provided by Seller. Machinery must be made ready for electrical and/or fluid service connection. Following proper connection, machine must be tested and deemed acceptable by both the Seller and the Buyer.

3. WARRANTY - PRODUCT

Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this contract null and void at the option of the Buyer. Seller warrants that:

- a. The goods to be delivered hereunder shall be in full conformity to the specifications, drawings, and descriptions listed in the packet, and to the sample(s) furnished by Seller, if any. Further, it is agreed that this warranty shall survive acceptance of delivery and payment for the goods and that the Seller agrees to bear the cost of inspecting and/or testing all goods rejected.
- b. That the goods to be delivered hereunder will not infringe on any valid patent, trademark, trade-name, or copyright, and that the Seller will, at no expense to the Buyer, defend any and all actions or suits charging such infringement against the Buyer, its agents and/or employees, in the event of any action or suit.
- c. That the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and Local laws, ordinances, statutes, regulations, and/or policies.

- d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Buyer.
- e. In event of conflict between specifications, drawings, and descriptions, the specifications shall govern.

4. SAFETY – WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standard promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense.

The "Hazardous Communications Act", commonly known as the "Texas Right to Know Act", states that a Seller must provide to the Buyer, **with each delivery**, material safety data sheets as is applicable to hazardous substances defined in the Act.

5. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods at delivery point before accepting them. The Buyer reserves the right to:

- a. Inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality.
- b. Reject articles shipped contrary to instructions or in containers which do not meet recognized standards.
- c. The Buyer may return rejected articles or excess merchandise (or may hold the articles subject to the Seller's order) and may, at Seller's risk and expense, in either event, charge Seller with the cost of shipping, unpacking, inspecting, re-packing, re-shipping, and other like expenses. The Buyer also reserves the right to requirements and needs of the Buyer.

6. MODIFICATIONS

This contract can be modified or rescinded only by a written document signed by both parties or their duly-authorized agents.

7. APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

8. VENUE

Both parties agree that the venue for litigation arising from this contract shall be in Huntsville, Walker County, Texas.

9. SEVERABILITY

If any section, subsection, paragraph, sentence, clause phrase, or word of these specifications shall be held invalid, such holding shall not affect the remaining portions of these specifications and it is hereby declared that such remaining portions would have been included in these specifications as though the invalid portion had been omitted.

10. HOLD HARMLESS

Seller shall indemnify and hold Education Service Center, Region VI harmless for all claims of personal injury, death, and or property damage rising from any and all causes whatsoever, resulting directly or indirectly from Seller's performance. Seller shall procure and maintain, in respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Seller's liability as may arise directly or indirectly from work performed under terms of this bid. Where deemed appropriate by the Buyer, the limits of coverage will be included in the Special Instructions/Specifications. Certification of such coverage must be provided to the Buyer upon request.

11 WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both Seller and insurance carrier waive any rights whatsoever with regard to subrogation against Education Service Center, Region VI as an indirect party to any suit arising out of personal or property damage resulting from Seller's performance under this contract.

12 AWARD

Action on all bids shall be taken within thirty (30) calendar days from the date and time of opening of proposals/bids and the price must remain firm for this period of time. The acceptance of an offer will be notice in writing signed by a duly-authorized representative. The acceptance of an offer shall bind the successful Seller to execute the contract and be responsible for liquidated damages as provided herein.

The Seller whose offer is accepted shall execute the contract and all related documents within ten (10) days after presentation of the contract for signature. The contract shall be deemed to be executed by the Seller when one (1) copy of the contract and related documents signed by an authorized officer of the Seller are received by the Buyer. Failure to execute the contract and related documents within the time specified may constitute a breach of this Agreement affecting the acceptance of the offer. Buyer reserves the right to award this contract in accordance with the laws of the State of Texas, to reject any or all proposals/bids, to waive any proposal/bid irregularities, and to accept any proposal/bid deemed to be in the best interest of the Buyer.

13. NONAPPROPRIATION OF FUNDS

This agreement is subject to the appropriation of funds by ESC, Region VI in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this agreement for that fiscal year. The obligations for ESC, Region VI pursuant to this agreement in effect shall constitute a current expense of ESC, Region VI for that fiscal year only, and shall not constitute an indebtedness of ESC, Region VI beyond that fiscal year. Nothing contained herein shall constitute a pledge by ESC, Region VI of any taxes or monies other than monies lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.