BAKERSFIELD CITY SCHOOL DISTRICT

David West
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EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4712
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April 3, 2025

Dear Prospective Bidder

The ***Bakersfield City School District*** is soliciting bids for paper products. Bids will be received until ***Wednesday, May 7, 2025, at 11:00 a.m.*** Faxed bids will not be accepted. Bids shall be labeled Bid #BD 25-04-04 Paper Products (Index/NCR) and must be delivered to the Bakersfield City School District, Department of Stores and Purchasing, Attention: Purchasing Director, 1300 Baker Street, Bakersfield, CA 93305, as illustrated below.

BID#25-04-04
PAPER PRODUCTS (INDEX/NCR)
ATTENTION PURCHASING DIRECTOR
1300 BAKER STREET
BAKERSFIELD, CA, 93305

Bid opening: 5/07/25 at 11:00 a.m.

All items noted, or their equal will be considered and it is imperative that bidders clearly identify the brands, product numbers, package quantities, and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. If there is any question as to the "or equal" nature of the alternate offering, please include a sample (see condition numbers 10 & 11). Please review the attached 'General Conditions and Instructions for Bidding' prior to preparing your bid. A listing of our historical usage of specific items over a six (6) month period is included for your review only and is not a guarantee of purchases in similar quantities. Items will be ordered on an "as needed" basis in various quantities.

The Bid will be awarded by line item to the lowest responsive and responsible bidder(s). The bid pricing is to be good through ***December 31, 2025***. Prices must remain fixed for three months. The District's Purchasing Office shall be notified in writing 30 days prior to any price increase for each line item awarded to a vendor, no sooner than 3 months after the start of the award. Any price increases must be a result of, and evidenced by documentation supporting mill price increases and shall not exceed 5% per line item.

All items must be bid delivered, F.O.B., to Bakersfield City School District warehouse. Bid tabulations will be available online after the May 27, 2025 Board Meeting. Please visit the website: https://www.bcsd.com/purchasing for bid tabulations.

If you have any questions or concerns regarding this bid package, please e-mail Cara Rodriguez at rodriguezcar@bcsd.com and David West at westd@bcsd.com.

Sincerely,

David West

David J. West
Director, Stores and Purchasing

BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET BAKERSFIELD, CA 93305

Department of Stores and Purchasing

PAPER PRODUCTS (INDEX/NCR) - Bid #25-04-04

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDING EQUIPMENT AND/OR SUPPLIES

1. All bids, in order to be considered for acceptance, shall be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, 93305 on or before ***Wednesday, May 7, 2025, at 11:00 a.m.*** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. The date and time of opening shall appear on the bid envelope. It is the bidder's responsibility to ensure the bid has been received on time. Late bids will not be accepted. The district will not accept any bid or bid modification submitted by facsimile or electronic mail transmission.

2. All bids must be signed in longhand with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid pricing is to be good through December 31, 2025. In the case of a price increase, the BCSD Department of Stores and Purchasing shall be notified, in writing, 30 days before the increase can take effect, no sooner than 3 months after the bid award. Any price increases must be a result of and evidenced by documentation supporting mill price increases. At no time shall an increase exceed five (5) percent from the original bid price. A successful bidder shall not be relieved of the bid submitted without the District's consent or the bidder's recourse to Public Contract Code Section 5100 et seq. No bidder may withdraw a bid for a period of sixty (60) days after the date set for the opening of bids.

3. All prices or notations must be typed or written in ink on the B.C.S.D. bid sheets. Bids not presented on the provided form shall be disregarded per Public Contract Code 20111.5. Bids written with a pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the bids are opened.

4. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted and will be deemed non-responsive. Taxes shall NOT be included in the unit prices of the materials. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

5. All items are to be bid delivered F.O.B. Bakersfield City Schools District warehouse. No charge for containers, packing, handling, fuel surcharges, or any other purpose will be allowed over and above the prices bid. Return of supplies for warranty purposes shall be free of all cost to the District.

6. Bidders may elect to bid on any or all items on this bid. **"ALL OR NOTHING" BIDS WILL NOT BE *ACCEPTED.***

7. All of the items specified will be considered and awarded individually or collectively, whichever is in the best interest of the district.

8. The delivery date of supplies, equipment, or services shall be as specified on the district's Purchase Order, 30 days or less from the date of the Purchase Order.

9. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of and/or failure by transportation, acts of the government or other causes similar to the foregoing which are beyond the control of, and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above-named causes he shall, within five days after the occurrence of existing cause or causes of delay, request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or caused of delay will prevent timely delivery. If the Governing Board finds that extension of time equal to the delay resulting from such cause or causes of the Governing Board may, at its option, rescind the contract.

10. Alternate supplies, equipment or services will be considered. The Board of Education reserves the right to be sole judge of the merit and suitability of such supplies, equipment, or services. The use of the name of a manufacturer, or any special brand, make, or model number, in describing any items in the Bidding Documents does not restrict bidders to that manufacturer of specific article. An equal of the name product will be given due consideration. Specifications or model numbers from manufacturers are included in this bid for clarification purposes.

11. All paper being submitted for the bid must contain bid specification on the label, (i.e. line item, brightness, size, weight, etc.) A sample ream or package must be submitted for each item that is bid by the vendor when it is not bid as specified with exception to the bid item 132401. A minimum of 10 reams must be submitted for bid item 132401. Failure to submit sample by April 23, 2025 may be considered reason for disqualification of bid.

12. All items which have an asterisk (*), must be delivered palletized for tailgate delivery with notification to our warehouse 24 hours in advance of delivery.

13. Pursuant to Public Contract Code Sections 20118 and 20265, other school districts, public agencies, political subdivisions, municipalities and tax supported agencies in the State of California, including but not limited to Cities, Counties, County Office of Educations, State Agencies, and Public School Districts may purchase products and/or associated alternates under same terms and conditions of this bid. The District waives its right to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder.

14. Bidders have the option to accept or decline this piggyback option on per request basis.

15. This request does not commit the District to pay for any costs incurred in the submission of the bid or in making necessary studies or design for the preparation thereof, not to procure or contract for the service or material.

16. Each bidder must return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The noncollusion affidavit is included in this bid package.

17. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts, and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Bid protests will be reviewed by the Director of Purchasing and the Assistant Superintendent of Business Services. The affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the work. The District will issue a written final decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution.

18. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the district may determine by lot which bidder will be awarded the contract, or to the vendor who has offered the most consistent service and reliability in the past. This requirement applies to competitive bidding for the purchase, sale or lease of real property, supplies, material, equipment service, bonds, or the awarding of any contract.

19. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

20. In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in the accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Kern County.

21. The vendor shall hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.

22. The Board of Education reserves the right to reject any or all bids and to waive any informality in the bidding.

SUBSTITUTION REQUEST FORM

Paper Product (Index/NCR)

Bid No. 25-04-04

Vendor Name: _____

Address: _____

Phone/Fax: _____

Line item on Bid: _____

Proposed Product: _____

(Including weight, size, brightness, etc.)

Proposed Product #: _____

Provide a point-by-point comparative data and sample before *10:00 a.m., Wednesday, April 23, 2025*. Be sure to include product description, performance, and test data adequate for evaluation of the request. Notification of acceptability of proposed substitution will be made on or before *Monday, April 28, 2025*.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified products performance.
- Same warranty (if applicable) will be furnished for proposed substitution as for specified product.
- Proposed substitution does not affect Functional Performance Values.

Submitted by: _____

Signed by: _____

REVIEW AND ACTION *(Office Use Only):*

☐ Substitution approved - Substitution approved as noted

☐ Substitution rejected - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

BAKERSFIELD CITY SCHOOL DISTRICT

Paper Products (Index/NCR)

Bid No. 25-04-04

Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF _____

Being first duly sworn, deposes and declares that he/she is _____
(Title)

Of_____
(Company Name)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represent that he or she has full power to execute, and does execute this declaration on behalf of the bidder.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true andcorrect,

_____
(Signature)

_____
(Typed Name)

And that this declaration is executed on _____(Date) at_____(City), _____(State)