

BAKERSFIELD CITY SCHOOL DISTRICT

David West
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BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4712
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April 8, 2025

Dear Prospective Bidder:

The Bakersfield City School District is soliciting bids for OEM toner and printer ink cartridges. Bids will be received until **Tuesday, May 6, 2025, at 2:00 p.m.** Faxed bids will not be accepted. Bids must be labeled as shown below:

BID #25-04-06
INK & TONER CARTRIDGES
ATTENTION DIRECTOR
1300 BAKER STREET
BAKERSFIELD, CA, 93305

Bid opening: 05/06/25 at 2:00pm

As you prepare your bid, please know that it is the district's intent to award this bid in a manner which provides the greatest overall value to the district. The district reserves the right to award individual line items to multiple bidders or to award the bid in its entirety to a single, overall lowest and responsible bidder. It will be the decision of the Board of Education as to which method of award is in the best interest of the district. By submitting your bid, if awarded only a portion of the bid, you are agreeing to provide those line items to the district, at the prices bid, for the duration of the bid. Failure to provide any awarded items, at the prices bid, will disqualify your company from participating in future bids with the Bakersfield City School District. A listing of our historical usage of specific items over a twelve (12) month period is included for your review only, and not a guarantee of purchases in similar quantities.

All items must be bid, delivered, F.O.B. Bakersfield City Schools district warehouse or individual school site within (3) three business days of online portal release date.

Please review the General Information and Proposal Specifications carefully before preparing your response. Pricing must be firm for twelve (12) months beginning July 1, 2025. This bid will be awarded for one (1) year and has an option for renewal for two additional one-year terms provided both parties agree, in accordance with Education Code Section 17596 (K-12). The total potential bid life is three (3) years.

Bidders must be an authorized H.P. reseller to bid on OEM toner and ink cartridges. The district also participates in the HP Business Rewards program for points based on individual invoices for redemption towards HP products. It is required that the successful bidder for OEM products be able to provide this information to HP on a monthly basis.

Bid tabulations will be available online after the May 27, 2025 Board Meeting. Please visit the BCSD.com website, under Purchasing Department, to view the active bids.

All prospective Bidders must notify the Purchasing Department via email to rodriguezcar@bcsd.com and balderamag@bcsd.com with intent to bid in order to receive changes and addenda. If you have any questions regarding this bid package, please email all questions to Cara Rodriguez, rodriguezcar@bcsd.com and David West, westd@bcsd.com on or before April 22, 2025. An addendum, if needed, will be issued April 25, 2025. We look forward to receiving your bid.

Sincerely,

David West

David West
Director, Stores and Purchasing

BAKERSFIELD CITY SCHOOL DISTRICT
GENERAL CONDITIONS AND INSTRUCTIONS FOR
BIDDING EQUIPMENT AND/OR SUPPLIES

Ink and Toner Cartridges- Bid #25-04-06

1. All bids including the attached spreadsheet and bid questionnaire must be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, on or before **Tuesday, May 6, 2025, 2:00 p.m.** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. **Date and time of opening must appear on bid envelope.** It is the bidder's responsibility to ensure your bid has arrived in the Purchasing office before bid deadline. Late bids will not be accepted.
2. All bids must be signed with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid pricing to be good through June 30, 2026. A successful bidder shall not be relieved of the bid submitted without the District's consent or 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 written with pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bids not presented on the BCSD bid form shall be disregarded (PCC 20111.5) Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted.
4. "ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED.
5. Bidder must include warranty information on all supplies with their bid. This information must include length and conditions of warranty and local authorized facilities within one hundred (100) miles from Bakersfield to respond to service calls within 48 hours due to defective product and to assist school sites with a recycle program including the pick-up of empty cartridges. Return of supplies for warranty purposes shall be free of all cost to the District.
6. Bidder must be able to accommodate on-line ordering. Vendor's software must include the capability of multiple tiers for approval of orders by district personnel. See bid questionnaire.
7. Bidder must be able to evidence a successful history of 2 - 3 day order turnaround and delivery of product to individual school sites. See bid questionnaire.
8. All items are to be bid, delivered, F.O.B. Bakersfield City Schools district warehouse or school site as designated on purchase order. No charge for containers, packing, draying, handling or any other purpose will be allowed over and above the prices bid. California sales tax will be included on purchase orders. Return of products for warranty purposes shall be free of all cost to the District.
9. The district reserves the right to add items to the product list as technology changes and new print devices are acquired. Newly added ink and toner cartridges shall be priced in accordance with percentage of mark up on original bid items. New ink and toner cartridges must be added to our Big Deal within 30 days of District notice.
10. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of 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 causes 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 creates a hardship for the district, the Governing Board may, at its option, rescind the contract. Delays due to supply issues are not acceptable.

11. 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 designs for the preparation thereof, nor to procure or contract for the services or material.
12. 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. Untimely protests will not be reviewed by the District and will be returned to the proposer. Such submittal must fully explain the basis or 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.
13. The Bakersfield City School District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract.
14. 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, materials, equipment, services, bonds or the awarding of any contract.
15. Questions regarding this Bid may be submitted in writing via email to: David West, Purchasing Director, westd@bcsd.com and Cara Rodriguez, rodriguezcar@bcsd.com on or before April 22, 2025. An addendum will be issued, if necessary, on or before April 25, 2025. Oral communications by District employees concerning this Bid shall not be binding on the District and shall in no way excuse the vendor of his/her obligations as set forth in the Bid.
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. 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.
18. 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.
19. 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.

References

Proposer is to list three (3) references within the past five (5) years where Proposer has successfully furnished the same services for K-12 school districts as specified herein. By providing such references, the Proposer authorizes the District to contact references and hereby authorizes such references to provide information to the District, without liability to either the District or the reference source, which Proposer hereby waives as a condition of such information being furnished.

Reference 1

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____ E-mail: _____

Provide the dollar amount and description of the products and services provided: \$ _____

Reference 2

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____ E-mail: _____

Provide the dollar amount and description of the products and services provided: \$ _____

Reference 3

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____ E-mail: _____

Provide the dollar amount and description of the products and services provided: \$ _____

**Bakersfield City School District
Bid No. 25-04-06 Questionnaire**

The following information must be included in your bid for consideration of award. Any requested information, not included in your bid response, will be cause for rejection of bid. This questionnaire is deemed to be a binding element of the bid package and must be signed by a representative of the company with the authority to do so.

- 1) List contact information for three (3) customers your company has provided a minimum of \$250,000 worth of product to on an annual basis.
- 2) Provide verification that your company can consistently complete delivery of product to our schools within 72 hours after receipt of order.
- 3) Provide verification that your company participates in the HP Business Rewards program.
- 4) The Bakersfield City School District hereby authorizes other Agencies (including all public, private & charter schools districts) in the state of California to purchase supplies and services under this Bid and subsequent contract, using the same terms and conditions, if it is determined to be in their best interest. Should such a transaction occur, the Bakersfield City School District waives its rights to having such district submit warrants and a reasonable fee payable to this District as provided in Public Contract Code 20118 and 20265. Subsequent buyers using this Bid shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions. Acceptance or rejection of this clause will not affect the bid award decision.

Piggyback – YES ☐

Piggyback- NO ☐

- 5) The district may choose to renew this bid for a period of up to three years. **After the initial one-year period**, the district will honor price increases, limited to amount of price increase the vendor is assessed by the manufacturer up to a maximum of 3% per line item. Verification of said manufacturer's price increases must be documented in advance of bid renewal. Please indicate your company's position on bid extensions, with manufacturer's price increases only, passed to the district. Your decision will not affect the bid award decision.

Bid Extension with Mfg. Price Increases YES ☐ NO ☐

- 6) Either the District or the Vendor may terminate the contract with 30 days' written notice.

AGREE ☐ DISAGREE ☐

- 7) Please see the attached diagram for a Multi-Tiered Order Approval System. Bidder must verify that your company has experience with such an on-line ordering system prior to bid submission and has an established website for review. Please list three customers that has a system currently in place.
- 8) The undersigned hereby agrees to furnish and deliver all goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

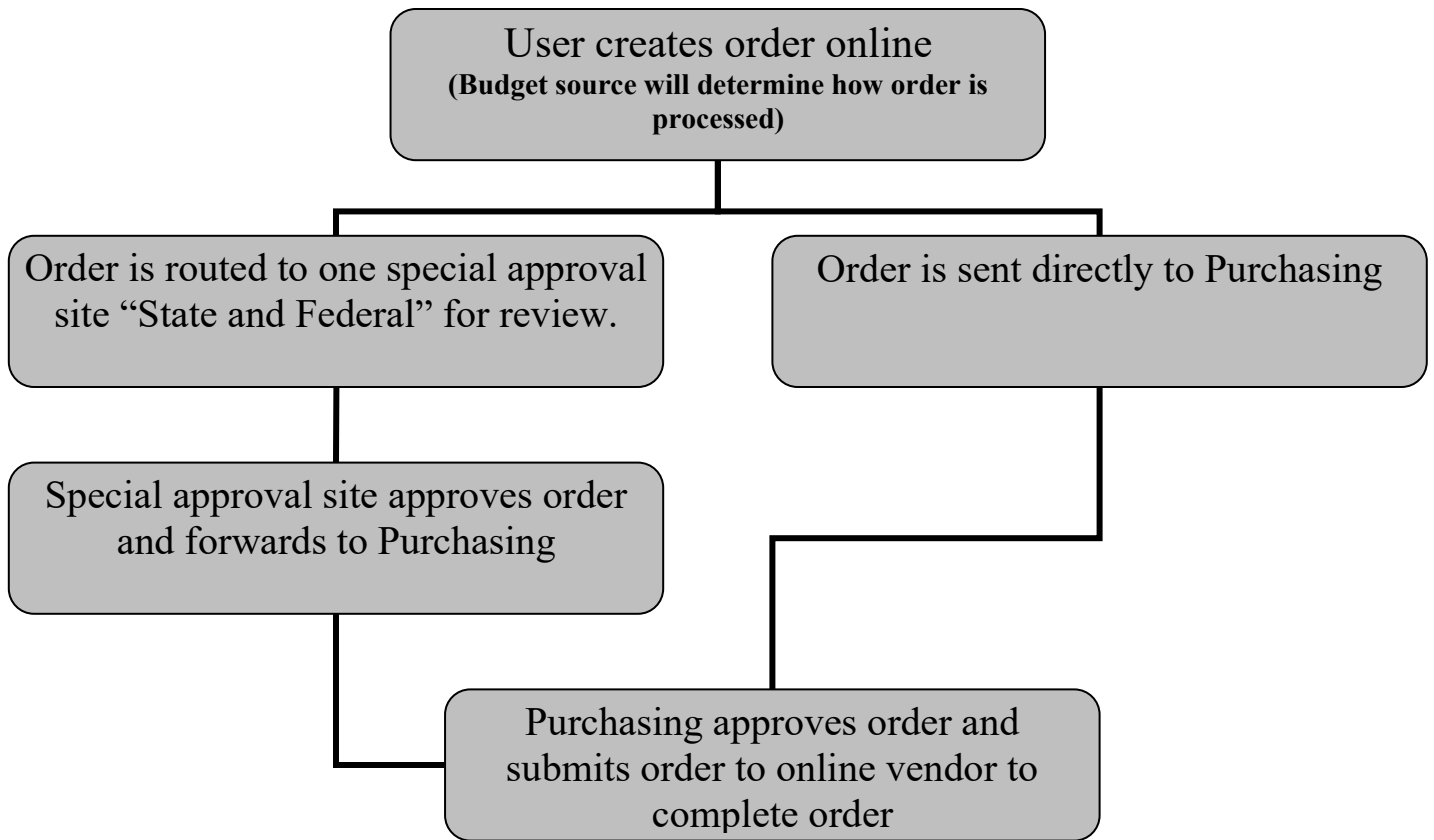
SIGNATURE OF BIDDER: _____

BUSINESS NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Multi-tier order approval diagram





SUBSTITUTION REQUEST FORM
Ink and Toner Cartridges
Bid No. 25-04-06

Vendor Name: _____

Address: _____

Phone/Fax: _____

Line item on Bid: _____

Proposed Product: _____

Proposed Product#: _____

Provide a point-by-point comparative data AND SAMPLE before *10:00 a.m., April 22, 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 *April 25, 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: _____



INK AND TONER CARTRIDGES

Bid No. 25-04-06

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 of perjury under the laws of the State of California that the foregoing is true and correct,

(Signature)

(Typed Name)

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