



Community College District

Purchasing Services

Purchase of Bond Paper

Bid #1418

Bid Deadline:

Thursday, May 5, 2022 at 2:00pm

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, CA 92706

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to Thursday, May 5, 2022 at 2:00 p.m. in the Rancho Santiago Community College District, Purchasing Department, 2323 N. Broadway – Room 109, Santa Ana, CA 92706.

Bid #1418 – Purchase of Bond Paper

Bid documents are available at www.rsccd.edu/bidopportunities. Bidders are responsible to regularly check the District's website for addendums. For further information, contact Linda Melendez, Director, Purchasing Services at: melendez_linda@rsccd.edu



Linda Melendez
Director, Purchasing Services

Advertised: Orange County Register
April 5, 2022 & April 12, 2022

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **Rancho Santiago Community College District, Purchasing Services, 2323 N. Broadway - Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline (Public Contract Code Section 20112).** The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Bid designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.
3. Signature. Any signature required on Bid Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Bid for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
4. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

6. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

7. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed or emailed to each bidder known to have received a set of the Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Bid Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE BID CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE BID.

8. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Bid.

9. Award of Contract. The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best of the District. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or

refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

10. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Bid. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Bid. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

11. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Bid Documents. Labor Code Section 1861.

12. Anti-Discrimination. In connection with all work performed under this Bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Bid by such bidder.

13. Hold Harmless and Indemnification. The successful bidder awarded the contract agrees to defend, indemnify, and hold harmless the Rancho Santiago Community College District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. The District assumes no

responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

14. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

15. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration. This form is included with the bid package.

16. Debarment. Submission of a signed bid proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

17. Form W-9 Request for Taxpayer Identification Number and Certification. The successful bidder awarded the contract shall be required to complete and submit to the District a Form W-9 within five business days following receipt of notification of award.

STATEMENT OF COMPLIANCE
(to be submitted with the bid)

THIS IS TO CERTIFY that I have read the General Conditions, Information for Bidders and Delivery Requirements of the Bid Documents of the Rancho Santiago Community College District and will comply therewith. It is further understood that where the term “Bidder” or “Contractor” and “Contract Documents”, “Project Documents” or “ Bid Documents” are hereby interchangeable.

Name of Firm

By _____
Signature of Authorized Official

Date

NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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 sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to 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. All statements contained in the bid are true. 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, 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 represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

DISTRICT INSURANCE REQUIREMENTS

It is required that every vendor and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The vendor and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the vendor and contractor.

The Rancho Santiago Community College District shall be named as an *additional insured* on the Commercial General Liability and Comprehensive Automobile Liability policies, **documented by a written endorsement**, and the policy must carry a *30-day* cancellation clause.

Prior to commencing work, and continuing during the life of the project, vendor and contractor shall take out, and require all subcontractors, if any, to take out and maintain:

I. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

II. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

III. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles. **Commercial bus vendors must show evidence of limits of at least \$5,000,000.**

IV. Umbrella or Excess Liability

If the vendor's and contractor's primary or underlying limits of coverage **do not meet the requirements** outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance.

V. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by RSCCD.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Date

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2022, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "VENDOR").

WHEREAS, the DISTRICT is authorized to contract with a VENDOR to provide bond paper for the DISTRICT's campuses, centers and sites located throughout Santa Ana and Orange, CA.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the VENDOR upon the terms and conditions hereinafter set forth, and the VENDOR hereby accepts said conditions and agrees to provide bond paper as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of Bid #1418 – Purchase of Bond Paper.

1. The VENDOR shall commence providing bond paper under this Agreement beginning July 1, 2022, and will diligently perform as required and complete performance by June 30, 2024 with an option to renew for three (3) additional one (1) year terms.
2. The VENDOR agrees to honor and guarantee their proposed prices from date of the bid through June 30, 2024 for the initial two (2) year term. Any price escalation during this period including renewal period, requires a minimum of sixty (60) days advanced, written notice and bonafide proof (letter from the mill) of an industry-wide cost increase prior to negotiation with District.
3. The VENDOR shall not penalize the DISTRICT because quantity usage is not met. The quantities shown on the Bid Form are estimates only based on past usage and anticipated needs. The DISTRICT will be ordering on an as-needed basis.
4. The DISTRICT shall pay the VENDOR payments on a net 30 basis. Invoices shall show the purchase order number, quantity, item number/description, cost and delivery site.
5. The VENDOR shall assume all expenses incurred in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the project.
6. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the VENDOR is not an officer, agent, or employee of the DISTRICT.
7. The VENDOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the services called for in the Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT's officers, employees, or agents.
 - b. any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT's officers, employees, or agents. The VENDOR, at the VENDOR's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
8. The VENDOR shall comply with the DELIVERY REQUIREMENTS of no third-party delivery outsourcing. VENDOR shall provide their own delivery drivers (and trucks with lift gates) who can assist with unloading.
9. The VENDOR shall maintain during the term of the Agreement, the insurance coverages set forth. VENDOR agrees to provide all evidences of coverage required by the DISTRICT including certificates of insurance and endorsements. VENDOR must name the DISTRICT as an additional insured on VENDOR's insurance policy.
10. The VENDOR shall comply with all applicable federal, state, county and local laws, rules, regulations, and ordinances including workers' compensation.
11. This contract may not be assigned to another party without the written consent of the DISTRICT.
12. The DISTRICT has the right to terminate this Agreement in whole or in part for any reason, without penalty, at any time by providing the VENDOR with a written notice of the termination at least thirty (30) days in advance.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written.

ENTERED INTO THIS AGREEMENT:
FOR THE VENDOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
Santa Ana, California

By: _____
Signature

By: _____
Iris I. Ingram
Vice Chancellor, Business Services

Printed Name

Date

Printed Title

Date

GENERAL CONDITIONS

1.0 Scope of Bid

- 1.1 Rancho Santiago Community College District (“District”) is seeking proposals from responsive and responsible bidders who can provide and deliver to multiple locations various bond papers on an as-needed basis.

2.0 Schedule of Events

Notice Calling for Bids	April 5, 2022 and April 12, 2022
Bid Release Date	April 5, 2022
Last Day to Submit Questions	April 19, 2022 at 2:00 p.m.
Bids Due	May 5, 2022 at 2:00 p.m.
To Board of Trustee for Award	May 31, 2022
Service Start Date	July 1, 2022

3.0 Due Date/Time

- 3.1 Sealed bids are due Thursday, May 5, 2022 at 2:00 p.m. and to be returned in a sealed envelope, clearly labeled with the name of the bidder, bid name and number, and addressed to Rancho Santiago Community College District, Purchasing Department, 2323 N. Broadway – Room 109, Santa Ana, CA 92706. **Bids will not be accepted after the date and time stated above. The District is not responsible for late or misdirected bids.** Bids received after the date and time will be considered non-responsive and returned unopened.
- 3.2 Bids shall be good for ninety (90) calendar days from the date of the bid opening.

4.0 Bid Form and Enclosure Instructions

- 4.1 Place your bid amounts **ONLY** on the form provided. Provide information and answer all questions in sections where required. Fill in all blanks. Any bid that deviates from the format specified herein may, at the District’s option, be rejected.
- 4.2 The Signature Page must be signed and returned, along with the following documents:
- Statement of Compliance
 - Non-Collusion Declaration
 - Bid Form/Signature Page (unsigned bids shall be deemed non-responsive)
- 4.3 After the bid award has been approved by the District’s Board of Trustees, the successful bidder shall execute and return to the District within five (5) business days after the notification of the award, the following documents:
- Agreement

- Drug-Free Workplace Certification
- Certificate of Workers' Compensation Insurance
- Certificate(s) of Insurance

5.0 Specifications and Samples

- 5.1 Reference to a particular brand of paper is to establish a standard of quality and performance requirements and shall be followed by the words "or equal".
- 5.2 Specific brand/trade names and changes in specifications must be noted in the Brand Name column on the Bid Form. Failure to do so may subject your bid to disqualification.
- 5.3 Upon request by the District, the bidder shall provide a minimum of one (1) carton of any specific paper to use as an evaluation test sample. Samples must be clearly marked with the item number, brand/trade name, paper weight, color name and vendor name.
- 5.4 Bidder shall guarantee consistent properties throughout the term of this bid. The following properties are required and will be the primary criteria in evaluating the bids, as compared to existing paper being used by the District:

a. cleanliness	f. optical (brightness) properties
b. uniformity in size	g. uniform moisture content
c. smoothness	h. strength
d. printability and runnability	i. stiffness
e. formation and absorbency	j. basis weight
- 5.5 For duration of the contract, the successful bidder(s) will be required to provide the proposed paper in original mill-labeled reams and cartons that are clearly marked and packaged. No re-packaging will be accepted. Full pallets (40 cartons) should be strapped and wrapped on the original mill pallet.

6.0 Substitution

- 6.1 After the bid has been awarded and during the term of the contract, the District will not allow the substitution of any items unless the awarded paper has been discontinued by the mill and bonafide proof from the mill is provided. The bidder is required to give a minimum of thirty (30) days advanced, written notice. The bidder is also required to honor the same bid price on the substitution. Samples of the substitution shall be provided for evaluation at the time of the written notice. The written notice shall be delivered to Rancho Santiago Community College District, Attn: Mina Chapple, 2323 N. Broadway – Rm 109, Santa Ana, CA 92706. Samples shall be delivered to Santa Ana College, Publication Department, Attn: Mary Law, 1530 W. 17th Street, Santa Ana, CA 92706.
- 6.2 Once, and if, the District approves the substitution and during the remaining term of the contract, the bidder will be required to provide the paper in reams/cartons that are clearly marked, original, mill-labeled packaging. No re-packaging will be accepted.

7.0 Pricing

- 7.1 Prices quoted are to remain firm from date of this bid through June 30, 2024 for the initial two (2) year term. If prices increase during this period including renewal period, a minimum of thirty (30) days advanced, written notice is required to secure a price increase adjustment. Prior to any price escalation adjustment, the District requires bonafide proof (letter from the mill) of an industry-wide cost increase. Adjustments increasing the vendor(s) profit will not be allowed. Any decline in general market prices shall be immediately put into effect by the successful bidder.

8.0 Term of Contract

- 8.1 The term of this contract is July 1, 2022 through June 30, 2024 with the option to renew for three (3) additional one (1) year terms.

9.0 Quantities

- 9.1 No guarantee is given as to usage. Quantities shown on the Bid Form are based on fiscal year 2020/2021 usage and the anticipated 2022/2024 needs. The District shall not be penalized if the quantities fall below the quantities shown on the Bid Form. **The District will place orders on an as-needed basis with deliveries to multiple locations.**
- 9.2 If there is a minimum order amount, i.e., full pallets, and a charge for less than full pallets of bond, please note it on the Bid Form.
- 9.3 If a fuel surcharge per delivery will be added to invoices, please show the amount on the Bid Form. Only those amounts listed on the Bid Form will be honored through the term of the Bid.

10.0 Delivery

- 10.1 **DELIVERY REQUIREMENT – No THIRD PARTY delivery outsourcing.** Delivery shall be provided by the successful bidder(s) **own** delivery drivers (and trucks with a lift gate) who can assist with unloading. Failure to follow this requirement will compel the District to exercise the right to terminate the contract.
- 10.2 Delivery of paper is expected either next day or within three (3) business days. Delivery location, contact information and date expected will be noted on each purchase order. Each pallets must be clearly marked.
- 10.3 All prices quoted shall be FOB Destination.

11.0 Bid Structure

- 11.1 To expedite and simplify the bid evaluation and to ensure that each bid receives the same orderly review, all bids shall adhere to the format provided. Bids shall contain all elements of the information without exception. **Place your amounts only on the Bid Form provided.** To do otherwise shall result in your bid being non-responsive.

12.0 Evaluation Process

- 12.1 Bids will be evaluated on their material content and responsiveness to the requirements of the bid, quality of the paper and bid price. The Board of Trustees, as represented by the evaluation team, has reserved the sole right to evaluate the bidder's compliance with the bidding requirements for the purpose of selecting the successful bidder.

13.0 District Rights

- 13.1 The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, to decrease or increase quantities or to delete items entirely, or to award items separately or in any combinations; or to waive any irregularities or informalities in the bids or in the bidding whichever is in the best interest of the District.
- 13.2 The District reserves the sole right to evaluate the Bidders' compliance with bidding requirements and product specifications for the purpose of selecting the successful bidder.
- 13.3 The Board of Trustees will make its award on this bid according to the best interest of the District, and its decision as to whether or not items submitted are the equal of items specified will be final.

14.0 Signature Page

- 14.1 **The Signature Page must be signed by an authorized representative and returned in a sealed envelope.** To do otherwise will result in your bid being non-responsive.

15.0 Clarifications/Communications

- 15.1 Questions regarding the bid, or the intent thereof or any discrepancies, omissions or inconsistencies in the bid documents shall be **submitted in writing ONLY** via email, US mail or private courier service to:

Rancho Santiago Community College District
Purchasing Services Department
2323 N. Broadway - Room 109
Santa Ana, CA 92706
Email: Melendez_linda@rsccd.edu

- 15.2 The District will respond in writing to inquiries submitted in conformity with the foregoing. **Inquiries must be received by no later than April 19, 2022 by 2:00 p.m.** The District will not respond to inquiries which are not submitted in writing by the deadline as stated above.
- 15.3 Failure to provide such questions before this deadline relieves the District of any and all responsibility to take corrective action(s) and the matter in question will not be considered, nor will the matter be allowable as grounds for a protest of the bid award.

16.0 California Law

- 16.1 Any agreement or contract resulting from this bid shall be governed by the laws of the State of California. In the event that any clause is held to be non-enforceable, the remaining provisions shall nonetheless remain in full force and effect.

BID FORM/SIGNATURE PAGE

Item #	Description	Est Qty Usage*	Brand Name (or Equal) & Item Number	Unit Price
1	Domtar (or equal) Bond, 8-1/2" x 11", 20 lb, (.004), in the Following Colors: Blue, Green, Canary, Ivory, Pink (Contains 30% post-consumer fiber)	191 cs		\$ /cs
2	Hammermill Great White Copy (or equal), 8-1/2" x 11, 20 lb., (.004), White, 92+ brightness (Contains 30% post-consumer fiber)	480 cs		\$ /cs
3	Comet (or equal) DP High-speed Bond, 8-1/2" x 11, 20 lb., (.004), White, 92+ brightness	1,455 cs		\$ /cs
Fuel Surcharge - Per Delivery				\$

* The Estimated Quantity Usage column on this form is based on fiscal year 2020/21 usage and anticipated needs in fiscal years 2022/2024. The District will place orders on an as-needed basis with deliveries going to multiple sites.

We (I) hereby agree to furnish the referenced items at the prices and terms stated, subject to the instructions and conditions of this bid.

Company Name

Name of Authorized Representative

Printed Name of Authorized Representative

Address/City/State/Zip Code

Phone/Fax Numbers & Email Address