



COPY PAPER FOR WAREHOUSE STOCK

Bid No. 1504

Bid Deadline: Wednesday, December 16, 2015, 11:00 a.m.
Garden Grove Unified School District
Office of Business Services – Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

Contact: Tammy Starr, Buyer
tstarr@ggusd.us
(714) 663-6330

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Purchasing Department
10331 Stanford Avenue, Garden Grove, CA 92840
(714) 663-6340

GARDEN GROVE UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

BID NO. 1504

COPY PAPER FOR WAREHOUSE STOCK

In accordance with Public Contract Code 20111, notice is hereby given that the Garden Grove Unified School District, will receive up to, but no later than 11:00 A.M., on Wednesday, December 16, 2015, at the Purchasing Office, 10331 Stanford Avenue, Garden Grove, Ca 92840, sealed bids for the award of a contract for a contract for COPY PAPER FOR WAREHOUSE STOCK.

Bids shall be opened and publicly read aloud at the above state date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained on the Purchasing Department website

http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072

or by calling the Purchasing Department at (714) 663-6330

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

Dated this 12th day of November 2015.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: Connie Cross
Connie Cross
Assistant Director, Business Services

Publishing Dates: November 13, 2015 and November 20, 2015
Orange County News – PO# J72V0002

GARDEN GROVE UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 1504

COPY PAPER FOR WAREHOUSE STOCK

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: The Garden Grove Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **WEDNESDAY, DECEMBER 16, 2015 AT 11:00 A.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bid Submission Address: Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Office**, located at **10331 Stanford Avenue, Garden Grove, CA, 92840**.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.) FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. Questions and Addenda: Any and all questions regarding this bid must be submitted in writing to **Tammy Starr, Purchasing, Buyer tstarr@ggusd.us before Tuesday, December 1, 2015 at 10:00 AM.** Answers to these questions and any other related addenda will be posted no later than 5:00 PM on **Friday, December 4, 2015 on the District's website at:**
http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072.
4. Bid Opening Reading: All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Office**, located at **10331 Stanford Avenue, Garden Grove, CA, 92840**.
5. Signature: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

6. Modifications: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
7. 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.
8. 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
9. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Purchasing Department, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.
10. Award of A Contract: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award the contract on an item-by-item basis. Please submit prices on each item. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 30, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

11. Prices: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.
12. Quantities: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
13. Additional Quantities: The District desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same prices, terms and conditions, providing

additional quantity does not exceed that shown above and providing the District exercises option before _____, 20_____.

_____ Option Granted

_____ Option Not Granted

14. Samples: May be requested before an award is made. If requested prior to award, samples should be submitted to the District's Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

15. Substitutions: Whenever in the specification any material, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, services or equipment desired and shall be deemed to be followed by the words "or equal". Bidder may offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to district approval.

16. Delivery Requirement: Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID to: GGUSD Warehouse, 10331 Stanford Ave., Garden Grove, California, 92840 and reference the Purchase Order number that will be given when an order is placed. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery and installation. Lift gate and inside delivery will be required. Installation shall require furnishing, delivering, assembling, setting in place and installing items listed. Carting away debris will be the sole responsibility of the vendor.

17. Delivery Schedule: The District requires the delivery within (10) ten business days upon receipt of order. The District reserves the right to make award based on delivery time quoted. Failure to meet the delivery requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

18. Brands: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. In an effort to maintain consistency and compatibility with existing District products, "ONLY" is specified for some items on the Bid Form, warehouse stock items. When "ONLY" is specified for an item, the brand and product number specified is the only brand and product number solicited in this Invitation for Bids and must be supplied exactly as indicated. **If a brand or product number is offered other than a brand and product number**

specified the bid for the item shall be rejected. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. "CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity."

19. Insurance: Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Garden Grove Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice " being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage with limits as required by the State of California.

20. Failure to Provide Evidence of Insurance, Post security, or Execute Contract: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

21. Default: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

22. Termination for Default: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Garden Grove Unified School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

23. Vendor not Officer, Employee or Agent of District: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.
24. Evidence of Responsibility: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
25. Anti-Discrimination: In connection with all work performed under this Project, 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.
26. Inspection and Acceptance: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
27. Inspection of Bidder's Facility: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
28. Indemnification: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to

have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

29. Discounts: Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.
30. Cal-Osha: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
31. Permits and Licenses: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
32. Employee Background Checks: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
33. Drug and Alcohol Free Workplace: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Santa Ana Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times
34. Tobacco-Free Workplace: The successful bidder hereby agrees, under the contract, he will comply with the Santa Ana Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.
35. Bid Documents: The complete bid includes the following documents:
 - Notice Calling For Bids
 - Instructions For Bidders
 - Bid Specifications
 - **Bid Form**
 - **Non-collusion Declaration**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

36. RENEWAL OPTION: The contract may be extended for work or services, or for apparatus or equipment, not to exceed five years, and for materials and supplies not to exceed three years, in accordance with California education Code 39644. If the renewal option is exercised, district will notify Contractor prior to the expiration date of the original order or contract.

Prices may not increase more than once in each successive twelve (12) month period commencing on January 20th of each year. Supplier must provide GGUSD with no less than thirty (30) days' prior written notification of proposed price increases, and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index.

Indicate if said Renewal Option is granted for one additional year:

_____ Option Granted

_____ Option Not Granted

37. Price Guarantee: Prices are a maximum of the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or the County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Garden Grove Unified School District.

38. Other Agencies: Other public school and community college districts located in California may purchase identical items at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other districts to draw their checks in favor of this District as provided in said code sections.

Option Granted _____

Option Not Granted _____

GARDEN GROVE UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 1504

COPY PAPER FOR WAREHOUSE STOCK

Name of Bidder: _____

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

- 2. It is understood that this bid, once approved by the Garden Grove Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.
- 3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
- 4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.
- 5. This bid is subject to a cash discount of _____%, thirty (30) days, net 45.

Date: _____

Proper Name of Bidder

By _____

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

Name of Bidder: _____



Bid No. 1504

Copy Paper for Warehouse Stock

I the undersigned do here by submit for your review and consideration, our proposed prices for the following Paper Supplies bid for the Garden Grove Unified School District. **All quotes include delivery, freight and surcharge (F.O. B. Delivery Location) if any.** Sales tax is not included. All services shall be in strict conformance with this bid.

Item Description	Ream	Brand Name	Samples Required	Price per Ream
Paper, Copy, 8 1/2 x 11, 20#, white, 92 brightness, 500 sheets per ream, DOMESTIC BRAND ONLY. Delivery to be by the full truckload as needed	80,000		Yes	

Date: _____

Telephone (____) _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

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