LETTER TO BIDDERS

August 16, 2016

Please find enclosed our Bid No. B17-01 calling for Print Shop Paper.

You will note that this bid is being issued by the North County Educational Purchasing Consortium comprised of the following districts:


This Consortium has been formed to assist all North County School Districts in obtaining quality items for a reasonable price. Please be advised that any award resulting from this bid will be awarded by the Consortium. The purchasing district will be responsible for monitoring contract terms and conditions only. The Consortium will review the bids and make the award(s).

During the tenure of the contract each Consortium member will be placing its own individual orders. It shall be the sole responsibility of the ordering district to receive, inspect, accept, and pay for its own individual orders. Whatever price is stated in the contract shall apply across the board to all members of the Consortium.

At times, it may be necessary to add a new member to the Consortium. It shall be understood by the successful bidder that the new member shall be entitled to order from this contract and shall further be entitled to use the same terms and conditions offered to existing members.

In addition the Consortium has granted to other educational districts in San Diego County the right to participate in Consortium bids as associate members. A list of the districts that are eligible to become associate members forms part of our standard boilerplate. These associate members will be charged a fee to participate in Consortium bids, and upon participation, they shall be afforded the same pricing, terms and conditions offered to member districts. A list of the associate member districts whose needs have been addressed will be attached to and form part of our bid documents for that bid. Bidders should be aware that since the needs of these associate member districts will have been addressed in the bid specifications, this is NOT considered by the Consortium to be piggybacking, but rather a cooperative purchasing situation.

Should you have any additional questions pertaining to this matter, please contact the undersigned.

Sincerely,

Teresa Wacker, Senior Buyer, Palomar College
Phone: (760) 744-1150 ext. 2128 FAX: (760) 471-7061 E-mail: twacker@palomar.edu
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the North County Educational Purchasing Consortium of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the Consortium will receive up to, but not later than 2:30 PM on September 13, 2016, sealed bids for the award of a contract for the following:

Print Shop Paper
Consortium Bid No. B17-01

Such bids shall be received in the office of the Purchasing Services Supervisor, Palomar Community College, at 1140 West Mission Road, Bldg./Room A-8, San Marcos, CA 92069 and shall be opened at the stated time and place.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Purchasing Services Supervisor at the above address, as well as at the following Palomar College District bid website (in the Purchasing Services section towards the bottom of that website):

http://www.palomar.edu/businessservices/Bids.html

The Consortium reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

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

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

Secretary: Alexis Kohler

Publication: San Diego Daily Transcript
Publication Dates: August 16, 2016, and August 23, 2016
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter to Bidders</td>
<td>1</td>
</tr>
<tr>
<td>Notice to Bidders</td>
<td>2</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>3</td>
</tr>
<tr>
<td>Information for Bidders</td>
<td>4 thru 6</td>
</tr>
<tr>
<td>Palomar College San Marcos Campus Map</td>
<td>7</td>
</tr>
<tr>
<td>Special Provisions</td>
<td>8 thru 9</td>
</tr>
<tr>
<td>Agreement</td>
<td>10 thru 13</td>
</tr>
<tr>
<td>List of Members</td>
<td>14</td>
</tr>
<tr>
<td>List of Associate Members</td>
<td>15</td>
</tr>
<tr>
<td>Specifications</td>
<td>16 thru 20</td>
</tr>
</tbody>
</table>

The following documents must be submitted as part of the Bidder's Bid Package:

<table>
<thead>
<tr>
<th>Document Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Form</td>
<td>21</td>
</tr>
<tr>
<td>Bidder Reminders &amp; Bidder / Vendor Additional Information Sheet</td>
<td>22</td>
</tr>
<tr>
<td>Non-Collusive Bidding Declaration</td>
<td>23</td>
</tr>
<tr>
<td>Bid Sheets</td>
<td>24 thru 90</td>
</tr>
</tbody>
</table>
INFORMATION FOR BIDDERS

1. SECURING DOCUMENTS: Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of:

   Teresa Wacker, Senior Buyer, Purchasing Services
   Palomar Community College, Bldg./Room A-8, 1140 W. Mission Rd., San Marcos, CA 92069
   Phone: (760) 744-1150, Ext. 2128 FAX: (760) 471-7061 E-Mail: twacker@palomar.edu

   Bid Documents are also available at the following Palomar College website (in the Purchasing Services section towards the bottom of that website):

   http://www.palomar.edu/businessservices/Bids.html

2. PROPOSALS: Bids to receive consideration shall be made in accordance with the following instructions:

   a) Bids shall be made upon the form therefore obtained at the office of the Buyer properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

   b) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.

   c) The use of the name of a manufacturer, or any special brand or make, or model, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article unless expressly so stated. Unless expressly so stated due to a sole source or standardization need an equal of the named product will always be given due consideration.

   d) All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the Consortium.

   e) The make or brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the Consortium.

   f) No bid shall include California sales or use tax, or Federal excise tax.

   g) All bids on items shall be FOB. school districts.

   h) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

   i) Bids shall be delivered to said Palomar Community College or its representative, at its office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the San Diego Daily Transcript which bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder, to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
j) When requested bidders shall submit properly marked samples of each such article, on which bid is made to:

    Palomar Community College

Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package.

Samples of items, when required, must be furnished free of expense to the Consortium and if not destroyed by tests, will, upon request, be returned at the bidders expense.

k) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

l) Failure to provide samples may cause the bidder to be found non-responsive and the item bid may be rejected.

3. ADDENDA OR BULLETINS: Any addenda or bulletins issued by the North County Educational Purchasing Consortium during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract.

4. WITHDRAWAL OF BIDS: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.

5. OPENING OF BIDS: Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.

6. AWARD OR REJECTION OF BIDS: The Contract will be awarded to the lowest responsive and responsible bidder(s). The Governing Board of the North County Educational Purchasing Consortium, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

7. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.

8. AGREEMENT: The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Letter to Bidders, Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above named documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract.

9. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, bidder is instructed to contact Jenny Akins, Purchasing Services Supervisor, to request an interpretation or correction thereof. The Consortium may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Purchasing Supervisor and a copy of such Addendum will be mailed or delivered to each person receiving a set of the contract documents. At the option of the manager, all addenda may be mailed, delivered, faxed, made available for pick-up or sent via electronic mail. The North County Educational Purchasing Consortium will not be responsible for any other explanation or interpretation of the proposed documents. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals/figures.
10. 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 called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.

11. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Consortium unless such assignment has had the prior approval of the Consortium and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

12. BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS: When requested on page 1 of the bid, bids shall be accompanied with a certified or cashier's check or bidder's bond made out on the form approved by the Consortium, in an amount as indicated on page 1, and made payable to the order of the North County Educational Purchasing Consortium. Said check or bond shall be given as a guarantee that the bidder will, if awarded the contract, enter into the contract, a copy of which is contained in the contract documents, and in case of a refusal or failure to enter into said agreement within five (5) days after being requested to do so by the Consortium the check or bond, as the case may be, shall be forfeited to the Consortium. If the proposal is not accepted by the Consortium within sixty (60) days after the time set for the opening of bids, or if the successful bidder executes and delivers said contract, the certified checks or bid bonds will be returned. Any bidder not providing the required bid security will be considered non-responsive and the bid shall be rejected.

13. If any other bonds or guarantees are required by the Consortium of the bidders or the successful bidders, those bonds or guarantees are so stated in the Specifications of these bid documents.

14. DEMONSTRATIONS: If the Consortium considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal.

15. Unless otherwise requested by the Consortium, bidders shall be required to provide the requested demonstrations at the Designated Bid Coordinator's District facility. ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE CONSORTIUM. Bidders may be required to reimburse the Consortium for travel to demonstrations not held at a Member District's facility.

16. EQUAL BIDS: When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

17. ESTIMATED USAGE QUANTITIES: The Consortium anticipates contract quantity requirements for the supplies/equipment listed in the bid sheets. The Consortium, however, does not guarantee orders in these amounts nor shall the Consortium be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to all members and associate members of the Consortium at the prices bid.

**PALOMAR COLLEGE SAN MARCOS CAMPUS MAP**

Allow sufficient time to obtain a Vendor Parking Permit from the Campus Police located in the Police modular building to the northwest of the main entrance to the San Marcos Campus. With that permit displayed, you may park in any available parking space (except those designated for handicapped) in Parking Lot # 1. Since there are only 10 “Visitor” parking spaces, we would prefer you not park in the “Visitor” spaces. (Most of Parking Lot # 2 is currently unavailable due to the placement of temporary buildings.) The Purchasing Services Office is located in Bldg. A, Room A-8, which is on the north side of the inner courtyard area of Bldg. A.
SPECIAL PROVISIONS

1. AWARD AND ADMINISTRATION: This contract is being awarded by the North County Educational Purchasing Consortium.

2. ORDERING: All North County Member School Districts are entitled to utilize this contract. Present members of the Consortium are: Bonsall Union; Cardiff: Carlsbad Unified; Del Mar Union; Encinitas Union; Escondido Union High; Escondido Union; Fallbrook Union Elementary; Fallbrook Union High; Julian Union; Julian Union High; MiraCosta College; Oceanside Unified; Palomar College; Poway Unified; Ramona Unified; Rancho Santa Fe; San Dieguito Union High; San Marcos Unified; San Pasqual Union; Solana Beach; Spencer Valley, Vallecitos; Valley Center-Pauma Unified; Vista Unified; Warner Unified.

Standard School Supply List (SSSL) usage is made available with the co-operation of the San Diego County Office of Education and is provided as six (6) bids to all county elementary school districts having an average daily attendance of fewer than 2,500 whether or not the district is a member or associate member of the Consortium. The six (6) bids are as follows: Physical Education Supplies, Custodial Supplies, Custodial Chemical Supplies, Office & Classroom Supplies, Xerographic Paper and Elementary Art Supplies.

Other districts may be added by amendment to this contract. Each individual district listed above will be responsible for ordering, receiving, inspecting, accepting and paying for all orders placed.

3. TERMS: All terms set forth in the bid shall apply to all districts using this contract. Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging.

4. ESCALATION: The successful bidder shall agree to negotiate any price change it requests and to supply the Consortium with adequate pertinent documentation to support any price change requested. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation, has been accepted by the Consortium. Requests must be submitted 20 business days prior to the next board meeting. Until the change has been accepted the vendor must continue to accept orders with the original bid price, terms and conditions. Notwithstanding the generality of the foregoing, in no event shall said price increase exceed a total of more than five percent (5%) of the original bid price per item for the contract term or one (1) year, whichever is less.

5. DE-ESCALATION: In the event that a vendor with a current contract as a result of a bid wishes to reduce the price of an item or items the Consortium reserves the right to have the bid administrator accept the price reduction effective with the offer to reduce rather than wait for Consortium Board approval. The price reduction will, however be presented to the Board at the next Board meeting for ratification.

6. EVALUATION CRITERIA: This bid will be evaluated on the following factors: Price and compliance with all the aspects of the specifications. It should be noted that the Consortium reserves the right to award sections either by line item or by grouping, whichever is determined to be in the best interest of the Consortium.

7. PIGGYBACKING: Since San Diego County Counsel has ruled that "piggybacking" is legal in the County of San Diego only in limited circumstances, vendors should be aware that if awarded a contract against this bid, under no circumstances may the Consortium’s award be used to promote sales at the prices quoted.

8. LATE FEES: In the event that the contractor fails to deliver the ordered goods by the time specified in the contract, the ordering district shall impose a late penalty charge. This late fee shall be taken as a credit against the contractor’s invoice to the ordering district. The penalty charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. This late fee shall commence on the first day following the end of the specified delivery period. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract.
10. MINIMUM ORDERS: Districts are encouraged to place minimum orders of $75.00, however this is not always possible. For orders under $75.00 the vendor shall have the option to assess a freight/delivery charge not to exceed the actual delivery cost to the vendor.

11. MULTIPLE AWARDS: On this order the Consortium reserves the right to award this contract to multiple bidders.

12. DELIVERY: It is the expectation of the Consortium that delivery will take place within fifteen (15) calendar days after receipt of the order unless different arrangements are agreed upon by the ordering district. Delivery shall be made within the confines of San Diego County as designated by the ordering district.

13. BRAND NAMES AND MODEL NUMBERS: Brand names and model numbers where specified have been shown due to existing standards set by some of the participating districts. Specific makes and models are required in some circumstances in order to be compatible with existing district equipment.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is now referred to by a new number. Consideration will be given in that situation. Please note that you are bidding on the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case. Inquiries regarding such discrepancies, however, are best made in accordance with Section 9 of the Information for Bidders by contacting the Manager for the bid.

14. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) marked with the appropriate bid item number, must be included with the bid on items where indicated in the specifications. BIDDERS MAY BE CONSIDERED NON-RESPONSIVE AND BIDS MAY BE REJECTED DUE TO FAILURE TO INCLUDE MSDS WITH BID DOCUMENTS.

15. MANUFACTURER'S SPECIFICATIONS: Bidder must include all item numbers for all items being bid. Failure to comply may cause bidders to be considered non-responsive.

16. SAMPLES: Bidders are required to submit properly marked samples of each article in Category A of the specifications, on which bid is made, to the Palomar Community College, Purchasing Department. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) the name of the bidder, (2) the number of the bid, (3) the item number. Bid and samples must not be sent in the same package. Samples must be submitted prior to the date and time shown for the bid opening, as stated in the Notice to Bidders.

17. TOLL-FREE TELEPHONE NUMBER: All responding vendors outside the San Diego County area must provide a toll-free telephone number on their bid form. Acceptance of collect calls is not an acceptable alternative. Failure to provide a toll-free telephone number on the bid form by vendors outside the San Diego County area may cause the entire bid to be considered non-responsive and rejected.
AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of October, 2016, by and between the North County Educational Purchasing Consortium, San Diego County, California, hereinafter called the Consortium, and _______________________________________________, hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Letter to Bidders, the Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the Consortium and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the ordering district.

Print Shop Paper Bid – Consortium Bid # B17-01
For the Contract Period of October 31, 2016, through October 30, 2017
For the Awarded Items as listed below (or on attached Exhibit).

3. PAYMENTS. Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering district, the ordering district agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefore, the sums set opposite each item.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the Consortium may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Consortium.

6. CONSORTIUM'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The Consortium may authorize a member district to withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the Consortium may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the Consortium at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or
make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

a) By an acceptable lump sum proposal from the Contractor.

b) By unit prices agreed upon by the Consortium and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the Consortium and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the Consortium of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. DEFENSE AND INDEMNITY: (a) Neither the Consortium nor any ordering District shall be liable for, and Contractor shall defend and indemnify the Consortium and any and all ordering Districts and their officers, agents, employees and volunteers (collectively "Consortium Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes. Losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive of Consortium Parties. Contractor shall have no obligation, however, to defend or indemnify Consortium Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Consortium Parties.

(b) Contractor shall defend and indemnify the Consortium Parties and their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

10. THE ORDERING DISTRICT’S INSPECTOR: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Consortium.
14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CONSORTIUM: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the Consortium or its member districts.

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: Contractor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Contractor and Consortium and Ordering District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by the Consortium and Ordering District shall be excess and noncontributory.” No later than ten (10) working days after the execution of this Agreement, Contractor shall provide Consortium and Ordering District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name Consortium and Ordering District(s) and their officers, agents and employees as additional insured under said policy. Bidders who have questions about insurance coverages are requested to present questions prior to bid opening in accordance with the provisions of Section 9 of the Information for Bidders.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

16. CONDITIONAL BID: The Consortium reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

17. HAZARDOUS MATERIALS: Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices and training. Contractor agrees that it will not store any Hazardous Materials at any Consortium or ordering district Facility without prior approval of Consortium or ordering district or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students and agents of the Consortium or ordering district from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term “Environmental Law” means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called “common law”), including, but not limited to the Resource Conservations and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term “Hazardous Materials” means any chemical, compound, materials, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious materials, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other materials or substance giving rise to any liability, responsibility or duty upon the District with respect to third person under any Environmental Laws.

18. CONTACT WITH STUDENTS: Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the Consortium and the ordering district, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the Consortium or ordering district or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor’s failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor’s responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor’s failure to comply with this provision. Based on the determination that neither
Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees to comply with all federal, state and locals laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor’s business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

20. SEVERABILITY: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

21. SUCCESSORS: All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

23. AUDIT AND INSPECTION OF RECORDS: At any time during normal business hours and as often as Consortium may deem necessary, Contractor shall make available to Consortium for examination at Consortium’s primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit Consortium to audit, and to make audits of all invoices and other data related to all matters covered by this Agreement.

WARRANT OF AUTHORITY: Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the Consortium, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM
San Diego County, California

By ________________________________
Bid Administrator

CONTRACTOR: ________________________________

By ________________________________
Contractor

Address

City/State/Zip

Awarded by the Board on:

Bid / Contract Documents Section: Agreement (sample)
## Member Districts

<table>
<thead>
<tr>
<th>District Name</th>
<th>Address 1</th>
<th>Address 2</th>
<th>Phone 1</th>
<th>Fax 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonsall Union School District</td>
<td>31505 Old River Road, P. O. Box 3</td>
<td>Bonsall, CA 92003-0003</td>
<td>Phone: 760-631-5200 x 107</td>
<td>Fax: 760-631-5366</td>
</tr>
<tr>
<td>Cardiff School District</td>
<td>1888 Montgomery Avenue</td>
<td>Cardiff-by-the-Sea, CA 92007-2313</td>
<td>Phone: 760-632-5890</td>
<td>Fax: 760-942-5831</td>
</tr>
<tr>
<td>Carlsbad Unified School District</td>
<td>6225 El Camino Real</td>
<td>Carlsbad, CA 92009</td>
<td>Phone 760-331-5060</td>
<td>Fax: 760-331-5033</td>
</tr>
<tr>
<td>Del Mar Union School District</td>
<td>225 Ninth Street</td>
<td>Del Mar, CA 92014-2716</td>
<td>Phone: 858-523-6191</td>
<td>Fax: 858-793-9264</td>
</tr>
<tr>
<td>Encinitas Union School District</td>
<td>101 S. Rancho Santa Fe Road</td>
<td>Encinitas, CA 92024-4349</td>
<td>Phone: 760-944-4300 ext 175</td>
<td>Fax: 760-633-1298</td>
</tr>
<tr>
<td>Escondido Union School District</td>
<td>321 N. Iowa Street</td>
<td>Escondido, CA 92027-3099</td>
<td>Phone: 760-432-2147</td>
<td>Fax: 760-735-2876</td>
</tr>
<tr>
<td>Fallbrook Union High School District</td>
<td>302 N. Midway Drive</td>
<td>Fallbrook, CA 92028-2108</td>
<td>Phone: 760-723-7028</td>
<td>Fax: 760-723-6344</td>
</tr>
<tr>
<td>Julian Union School District</td>
<td>1704 Highway 78, P. O. Box 337</td>
<td>Julian, CA 92036-0337</td>
<td>Phone: 760-765-0661</td>
<td>Fax: 760-439-2652</td>
</tr>
<tr>
<td>Palomar Community College</td>
<td>1140 W. Mission Road</td>
<td>San Marcos, CA 92069-1486</td>
<td>Phone: 760-744-1150 ext 2139</td>
<td>Fax: 760-471-7061</td>
</tr>
<tr>
<td>Poway Unified School District</td>
<td>13626 Twin Peaks Road</td>
<td>Poway, CA 92064-1342</td>
<td>Phone: 858-748-0010 ext 2788</td>
<td>Fax: 858-679-8561</td>
</tr>
<tr>
<td>Rancho Santa Fe School District</td>
<td>527 La Granada, P.O. Box 809</td>
<td>Rancho Santa Fe, CA 92067-0809</td>
<td>Phone: 858-756-1141</td>
<td>Fax: 858-759-0912</td>
</tr>
<tr>
<td>San Dieguito Union High School District</td>
<td>710 Encinitas Boulevard</td>
<td>Encinitas, CA 92024-3357</td>
<td>Phone: 760-753-6491 ext 5590</td>
<td>Fax: 760-943-1542</td>
</tr>
<tr>
<td>San Marcos Unified School District</td>
<td>309 N. Rios Avenue</td>
<td>San Marcos, CA 92069-2952</td>
<td>Phone: 606-591-0907</td>
<td>Fax: 606-591-0907</td>
</tr>
<tr>
<td>Solana Beach School District</td>
<td>309 N. Rios Avenue</td>
<td>Solana Beach, CA 92075-1298</td>
<td>Phone: 858-794-3900</td>
<td>Fax: 858-481-4032</td>
</tr>
<tr>
<td>Spencer Valley School District</td>
<td>4414 Hwy. 78 &amp; 79, P.O. Box 159</td>
<td>Santa Ysabel, CA 92070-0159</td>
<td>Phone: 760-765-0336</td>
<td>Fax: 760-765-3135</td>
</tr>
<tr>
<td>San Pasqual Union School District</td>
<td>15305 Rockwood Road</td>
<td>Escondido, CA 92027-7001</td>
<td>Phone: 760-745-4931</td>
<td>Fax: 760-745-2473</td>
</tr>
<tr>
<td>Vista Unified School District</td>
<td>123 Arcadia Avenue</td>
<td>Vista, CA 92084-3495</td>
<td>Phone: 760-726-2170 ext 2965</td>
<td>Fax: 760-630-0196</td>
</tr>
<tr>
<td>Warner Unified School District</td>
<td>30951 Highway 79, P.O. Box 8</td>
<td>Warner Springs, CA 92086-0008</td>
<td>Phone: 760-782-3517</td>
<td>Fax: 760-782-9117</td>
</tr>
<tr>
<td>Warner Valley-Pauma Unified School D</td>
<td>28751 Cole Grade Road</td>
<td>Valley Center, CA 92082-6599</td>
<td>Phone: 760-749-6395</td>
<td>Fax: 760-749-6394</td>
</tr>
</tbody>
</table>

Bid / Contract Documents Section: List of Member Districts
# ASSOCIATE MEMBER DISTRICTS

<table>
<thead>
<tr>
<th>District Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cajon Valley Union School District</td>
<td>535 Vernon Way, El Cajon, CA 92020-4098</td>
<td>619-588-3266</td>
<td>619-441-0843</td>
</tr>
<tr>
<td>Chula Vista Elementary School District</td>
<td>84 East “J” Street, Chula Vista, CA 91910</td>
<td>619-425-9600 ex 1482</td>
<td>619-426-7981</td>
</tr>
<tr>
<td>Coronado Unified School District</td>
<td>555 D Avenue, Coronado, CA 92118-1799</td>
<td>619-522-8900 x 23</td>
<td>619-435-4672</td>
</tr>
<tr>
<td>Grossmont Cuyamaca Comm. College</td>
<td>8800 Grossmont College Drive, El Cajon, CA 92020-1799</td>
<td>619-644-7799</td>
<td>619-644-7923</td>
</tr>
<tr>
<td>Grossmont Union High School District</td>
<td>P. O. Box 1043, La Mesa, CA 91944-1043</td>
<td>619-644-8051</td>
<td>619-460-0963</td>
</tr>
<tr>
<td>Jamul-Dulzura Union School District</td>
<td>14581 Lyons Valley Road, Jamul, CA 91935-9701</td>
<td>619-669-7707</td>
<td>619-669-0254</td>
</tr>
<tr>
<td>La Mesa Spring Valley School District</td>
<td>4750 Date Avenue, La Mesa, CA 91941-5293</td>
<td>619-668-5700 ex 6358</td>
<td>619-668-8332</td>
</tr>
<tr>
<td>Lakeside Union School District</td>
<td>P. O. Box 578, Lakeside, CA 92040-0578</td>
<td>619-390-2617</td>
<td>619-390-2564</td>
</tr>
<tr>
<td>Lemon Grove School District</td>
<td>8025 Lincoln Street, Lemon Grove, CA 91945-2515</td>
<td>619-825-5605</td>
<td>619-461-4539</td>
</tr>
<tr>
<td>Mountain Empire Unified School District</td>
<td>3291 Buckman Springs Road, Pine Valley, CA 91962-4003</td>
<td>619-473-9022</td>
<td>619-473-9728</td>
</tr>
<tr>
<td>National School District</td>
<td>1500 N Avenue, National City, CA 91950-4827</td>
<td>619-336-7718</td>
<td>619-336-7531</td>
</tr>
<tr>
<td>Santee School District</td>
<td>9880 Hoffman Lane, Santee, CA 92072-5209</td>
<td>619-628-5382</td>
<td>619-628-5381</td>
</tr>
<tr>
<td>San Ysidro School District</td>
<td>4350 Otay Mesa Road, San Ysidro, CA 92173-1685</td>
<td>619-428-9859</td>
<td>619-428-9355</td>
</tr>
<tr>
<td>South Bay Union School District</td>
<td>1111 Saturn Boulevard, San Diego, CA 92154-2097</td>
<td>619-424-9778</td>
<td>619-575-2310</td>
</tr>
<tr>
<td>Southwestern College</td>
<td>900 Otay Lakes Road, Chula Vista, CA 91910-7299</td>
<td>619-628-5382</td>
<td>619-628-5381</td>
</tr>
<tr>
<td>Sweetwater Union High School District</td>
<td>1130 Fifth Avenue, Chula Vista, CA 91911-2896</td>
<td>619-691-5540</td>
<td>619-426-2397</td>
</tr>
</tbody>
</table>

San Diego County Office of Education
6401 Linda Vista Road, San Diego, CA 92111-7399
Phone: 858-292-3768
Fax: 858-467-1059
**SPECIFICATIONS**

Note: The following information is specific to this Bid / Contract. Information stated in this “Specifications” section supersedes any conflicting information which may be contained in the other sections of these Bid / Contract Documents.

1. **BID TIMELINE:** The bid process and award will proceed as follows:

<table>
<thead>
<tr>
<th>Date &amp; Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug. 16, 2016</td>
<td>1st Legal Ad in San Diego Daily Transcript. The Consortium’s Bid Administrator for this Bid, Palomar Community College District (District), notifies prospective Bidders of the bid via e-mail. The District also places the bid documents on the following District bid website (in the Purchasing Services section towards the bottom of that website): <a href="http://www.palomar.edu/businessservices/Bids.html">http://www.palomar.edu/businessservices/Bids.html</a></td>
</tr>
<tr>
<td>Aug. 23, 2016</td>
<td>2nd Legal Ad in San Diego Daily Transcript.</td>
</tr>
</tbody>
</table>
| Aug. 29, 2016, by 5:00 PM. | Deadline for prospective bidders to submit request by fax or e-mail for information and/or clarifications regarding bid / contract documents. Prospective bidders are encouraged to submit their requests as soon as possible, but no later than this date and time.  

**IMPORTANT NOTE:** If a Bidder believes that there is an error in the description or part # for a Bid Item or Bid Sub-Item, that error/discrepancy should be brought to the attention of the Bid Administrator by this date/time so that a correction or clarification may be made to all prospective bidders via Addendum.

**Contact the Bid Administrator for this Consortium bid in regard to questions or clarifications:**

**Teresa Wacker**, Senior Buyer  
Phone: (760) 744-1150, Ext. 2128  
e-mail: twacker@palomar.edu  
FAX: (760) 471-7061

**Back-up Contact:**  
**Jenny Akins**, Supervisor, Purchasing Services  
Phone: (760) 744-1150, Ext. 2139  
e-mail: jakins@palomar.edu  
FAX: (760) 471-7061

| Sept. 7, 2016, by 5:00 PM. | Deadline for Bid Administrator to place any Answers/Addenda on the District’s (Palomar’s) bid website.  

**IMPORTANT NOTE:** The Bid Administrator will not notify prospective Bidder’s regarding any Addendums issued. Instead, it is each prospective Bidder’s responsibility to check this bid website promptly after this deadline to determine if any addenda have been issued by the Bid Administrator.

Prospective Bidder’s may also contact the Bid Administrator (Teresa Wacker or Jenny Akins) by fax, or e-mail as listed above to inquire as to the status of addendums.
Bid / Contract Documents Section: Specifications

<table>
<thead>
<tr>
<th>Date &amp; Time</th>
<th>Description</th>
</tr>
</thead>
</table>
| Sept. 13, 2016, at 2:30 PM | **BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE).** Sealed bids must be received no later than this date and time at the following address:  
  
  **Palomar College**  
  Attn: Purchasing Services, Bid # B17-01  
  1140 W. Mission Rd., Bldg./Room A-8  
  San Marcos, CA 92069-1487  
  
  If hand-delivering the bid package to the District, refer to the San Marcos Campus Map enclosed in these Bid Documents. The campus map and directions to the college are also available at the following website: http://www.palomar.edu/maps.html  
  
  The Purchasing Services Office is located in Bldg. A, Room A-8, which is on the north side of the inner courtyard area of Bldg. A (As shown on the Main Campus Map, it is near the bottom of the building symbol “A”). |
| Sept. 16, 2016  
By 5:00 p.m.       | District notifies vendors of items tentatively awarded, for review.                                                                                                                                                                                                                                                                             |
| Sept. 30, 2016  
By 5:00 p.m.       | Vendor to verify that the tentative award is correct as listed.                                                                                                                                                                                                                                                                               |
| Oct. 7, 2016,  
by 5:00 PM       | District notifies vendors of official award. Agreements will be sent out to vendors. Bid results will be posted to Palomar College website by 10/16/16.                                                                                                                                                                                                 |
| Oct. 21, 2016,  
by 4:00 PM       | Awarded vendors deadline to submit the signed award agreements back to the District. Originals are to be sent back to the District ASAP thereafter via USPS.                                                                                                                                                                                          |
| Oct. 31, 2016       | Start of Contract period for award of Bid # B17-01.                                                                                                                                                                                                                                                                                         |

2. **CONTRACT PERIOD:** The awarded contracts will cover orders placed by Consortium members during the period of October 31, 2016, through October 30, 2017

3. **DO NOT TAKE EXCEPTION TO THE SPECIFICATIONS, TERMS AND CONDITIONS OF THESE BID DOCUMENTS.** The NCEPC reserves the right to reject, and most likely will be required to reject, any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.
4. **BID SUBMITTALS**: The following forms must be submitted in the Bidder’s Bid Submittal Package:
   - Bid Form (with original signature)
   - Bidder Reminders & Bidder / Vendor Additional Information Sheet
   - Non-Collusive Bidding Declaration
   - Bid Sheets: submit Bid Sheets for those Bid Items you are bidding on, including sheets indicating all colors for that Bid Item. You do not need to submit Bid Sheets for items for which you are not submitting a bid.

5. **SUBMIT ONLY ONE (1) BID PER COMPANY**: If the same company (same company name and/or Tax ID) submits more than one bid, all bids submitted from that same company shall be deemed non-responsive. Refer to Item # 10 in the Information for Bidders section.

6. **SAMPLE / DEMONSTRATIONS**: The District does not intend to request any Samples or Demonstrations from Bidders.

7. **BONDS**: No Bid Bonds, Performance Bonds, or Payment Bonds are required for this Contract.

8. **ESTIMATED QUANTITIES**: Estimated Quantities are reflected on the Bid Sheets. Consortium Members have provided their best estimates of the quantities they will need during the Contract Period. **These estimates are not guaranteed**. The Consortium does not provide prospective bidders with the breakdown of estimates submitted by the individual member districts.

   Note: For those Bid Items that have various color options, the Consortium Members were given the choice to submit their estimated quantities as a grand total for a specific Bid Item, without breaking down by the various colors, or to submit estimates by individual colors. **Bidders should consider the total estimated quantity that is listed on the first/main line (Bid Sub-Item # “0”) for the Bid Item as the members’ best estimate**; then, to get a better understanding of the Consortium Members color preferences, the Bidder can review the estimates by color that are shown on the Bid Sub-Item lines (either indicated as “A”, “B”, “C”, etc., or by “c1”, “c2”, “c3”, etc.). The total of the quantities listed for the various colors may be less than the grand total as listed on the first/main line (Bid Sub-Item # “0”) for the Bid Item.

9. **ASSOCIATE MEMBER DISTRICTS SUBMITTING ESTIMATED QUANTITIES**: The Consortium hereby notifies you that in addition to estimated quantities provided by the regular Member Districts, Associate Member Districts may have submitted estimated quantities for this bid as well.

10. **PRIOR YEAR ACTUAL QUANTITIES**: Since each member district is an independent entity and is responsible for their own orders, there is no compiled data of the actual usage by district, and there is no intention to compile such data.

11. **COMPLETING THE BID SHEETS**: The Bid Sheets contain the Bid Item Specifications, the Consortium Members’ combined Estimated Quantities, and columns for the Bidders to provide their Bid Submittal brand / part #, pricing, and minimum packaging information.

   Please bid on all items which you can and are willing to supply to the Consortium Members. Even if the Estimated Usage on the Bid Sheet shows “0” (zero).
For those Bid Items for which you do submit a bid, submit all bid sheets that indicate color selections and part#/SKU#'s for those individual colors. Fill in the appropriate information in Columns E, F, G, H, and I. Information in Column J is optional.

A. **BID ITEMS (Col. A):** Each separately numbered Bid Item (example: Bid Items # 1, # 2, # 22) will be awarded to the lowest responsive, responsible bidder.

B. **BID SUB-ITEMS (Col. A):** For those Bid Items with multiple colors, there are individual Bid Sub-Items listed (examples: Bid Item # 1, which has Bid Sub-Items # 1-A through #1-T; and Bid Item # 2 has Bid Sub-Items # 2-A through 2-S). Refer to more detailed discussion of colors under Items C & D following.

C. **PRODUCT SPECIFICATIONS (Cols. C and D):** Specifications for each Bid Item are as listed on the Bid Sheets in Columns C and D. Each Bid Item indicates whether the Item must be bid as the exact Brand/Stock # listed or if the NCEPC members will consider equivalent brands/stock #'s to what may be listed in the specifications.

For Bid Items which include various colors, the colors are listed on the Bid Sheets as follows:

- **For Bid Items/Bid Sub-Items indicated as “NO SUB”:** the various colors are listed by Bid Sub-Items "A", "B", "C", etc.

For these Bid Items which are indicated as "NO SUB" and have Bid Sub-Items as "A", "B", “C”, etc., Bidders are expected to be able to supply ALL (100%) of the colors listed for those Bid Sub-Items, and all at the same Unit Bid Price for that specific Bid Item.

Note: If there is a valid reason that one or more of those colors is not available (such as the manufacturer no longer sells that color in that size or weight), the prospective bidder should notify the District as soon as possible (by the Bidder Question Deadline) to document that situation, so that an Addendum can be issued by the Addenda deadline, and before the scheduled Bid Opening.

- **For Bid Items/Bid Sub-Items indicated as “EQUIVALENT”:** a listing of colors for the “acceptable” brand are listed. Such Bid Items for which “equivalent” brands are accepted have the color options listed on Bid Sub-Items lines labeled as they are above. For those bid items with various color options, such as Bid Item # 32, the color examples are listed, but may not be what is actually available for the brand the Bidder is bidding.

Bidders must list all those colors (color names and part / stock #’s) that they can/will supply for that item if awarded that Bid Item. Generally, some extra Bid Sub-Item lines are made available to allow for additional color possibilities.

Bidders are expected to be able to supply all of the colors which the Bidder has listed as the Bid Sub-Items, and all at the same Unit Bid Price for that specific Bid Item.

D. **BIDDER’S PRODUCT BID (Cols. E & F):** Bidders are required to list in Col. E the Manufacturer/Brand Name for each Bid Item being bid. For those items with various colors, also list the manufacturer’s color names (and manufacturer part #’s, if available). Bidders are required to list in Col. F their own company’s internal Stock # or SKU# to facilitate ordering by member districts.

For many bid items, the Consortium is not requiring a specified Manufacturer. No brand may be listed, or a known “acceptable” Brand and/or part # may be listed, and therefore “equivalent” brands may be bid.

If the District lists ONLY ONE (1) brand/stock # in Col. D, and the Bidder is bidding the exact brand/stock # as listed in Col. D, the Bidder may simply write "A/S" in Col. D to indicate that the Bidder is bidding that Bid Item exactly “as specified”. Likewise, if the Bidder submits a bid for the Bid Item, but leaves Col. D blank, it shall be understood that the Bidder is bidding that Bid Item exactly “as specified”.
If the District lists MORE THAN ONE (1) brand/stock # in Col. D, or if the District lists NO brand/stock # in Col. D, the Bidder must list in Col. E the actual brand/stock # being bid, or else the bid for that Bid Item shall be considered non-responsive.

**Literature for Alternate / Equivalent Brands Bid:** If you are submitting a bid for a brand/part # that was not listed in Col. D, (you are submitting a proposed “alternate / equivalent” brand/part #), you are required to submit a copy of the manufacturer’s product information for that proposed alternate/equivalent brand/part #.

**E. UNIT BID PRICES (Col. G):** Bidders are to state their Unit Bid Price in Col. G on the Bid Sheets. As in prior Print Shop Paper Bids, the Unit Bid Price is the price per 1,000 sheets, 1,000 sets, or 1,000 envelopes, or the special unit of measure, as appropriate for that Bid Item. This Unit Bid Price shall prevail.

**F. BIDDER’S STANDARD PACKAGING INFORMATION (Cols. H through J):** Bidders are also required to state in Col. H their minimum standard packaging size for each Bid Item (for example, “Ream”, “Box”, “Pkg.”, etc.). Bidders are required to then state in Col. I the number of sheets, sets, or each per that standard package. Finally, in Col. J, Bidders are encouraged, but not required, to state the appropriate price for that minimum standard package (for instance, the price per ream), based on the Unit Bid Price.

Consortium Members are expected to place orders with the awarded vendor based on that awarded vendor's minimum standard packaging size.

In case of a mathematical error in the Bidder's Standard Package Price, the Unit Bid Price shall prevail, and the Bidder's Standard Package Price will be corrected by the Bid Administrator.

The Consortium reserves the right to consider a Bidder's bid for a Bid Item “non-responsive” if that Bidder’s “Minimum Standard Packaging Size” is significantly larger than those minimum standard packaging sizes offered by competing bidders for that same bid item.

**G. PLEASE WRITE YOUR COMPANY NAME ON EACH BID SHEET:** Bidders are requested to write or stamp their Company Name at the bottom of each Bid Sheet they submit.

12. **VERIFICATION OF TENTATIVE AWARD:** The Bid Administrator will send, via e-mail or fax, the items tentatively awarded to each vendor. The vendor must review and respond to the Bid Administrator by the date and time listed in the timeline, page 17. Pricing or requests to be relieved of an item, once verified, will not be made within the first ninety (90) days of official award by the Board. It is the responsibility of the vendor to review their submittals.

13. **NOTIFICATION OF AWARD:** The Bid Administrator will notify the awarded bidders of the Consortium’s intention to award bid items by sending a fax and/or e-mail to the person who signed the Bidder’s Bid Form. The Fax and/or E-mail will include the Notice of Award Letter as well as an Agreement. The Bid Administrator also will send the original Notice of Award Letter and two (2) original Agreements through the U.S. Mail to the Bidder’s Authorized Officer/Agent and to the address as listed on the Bidder’s Bid Form.

To expedite the award/agreement process, the Bid Administrator requests that the Awarded Bidder promptly sign the faxed or e-mailed copy of the Agreement and then immediately fax or e-mail that signed Agreement copy back to the Bid Administrator. As soon as possible thereafter, the Awarded Bidder shall send one original signed Agreement back to the Bid Administrator.
BID FORM

To: North County Educational Purchasing Consortium, acting by and through its Governing Board, herein called the Consortium:

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having thoroughly familiarized itself with the terms of the Agreement, the Specifications, and all of the Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos.____, ____, ____, and ____, on file at the Purchasing Office of the issuing District for the prices set opposite the articles listed herein on the BID SHEETS.

2. It is understood that the Consortium reserves the right to reject this bid in whole or in part; to waive informalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

3. It is understood that the successful bidder will be required to deliver:

    Print Shop Paper - This bid is to cover the period of October 31, 2016, through October 30, 2017.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that they will execute and deliver to the Consortium a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after the receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder, upon due execution and delivery to the Consortium of the Contract, and shall be completed by the Contractor in the time specified in Paragraph 2 of the Agreement of said Contract Documents.

5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

6. The names of all persons interested in the foregoing proposal as principals are as follows:

7. The individual signing this Agreement warrants that he or she has the full authority of the entity on behalf of which his or her signature is made.

I, ____________________________, the _______________________________ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of __________________, 2016, at _____________________ County, California

________________________________________
Legal Name of Bidder

Address

By: ________________________________________
Authorized Officer or AgentSignature

City / State / Zip

________________________________________
Print Name & Title

FAX

________________________________________
Toll-Free Telephone e-mail Address

Note: Failure to provide a local toll-free telephone number may cause your bid to be rejected as non-responsive.
REMINDERS TO BIDDERS:

1. Estimated Quantities reflected on the Bid Sheets are not guaranteed.
2. Unit Bid Prices (Col. G on the Bid Sheets) are to be quoted per 1,000 sheets, sets, or envelopes. Only exception is for Bid Item # 111, which is to be quoted per case of 4 each 1-gallon cans.
3. Unit Bid Prices are to include free freight on all orders of $75.00 or more (before sales taxes).
4. Bid Items indicated with “NO SUB” must be bid exactly as specified; no alternate/equivalents are accepted.
5. Bid Items indicated with “EQUIVALENT” may be bid as the brand(s)/part #(s) listed as acceptable in Bid Item Specifications Col. D., or as a proposed alternate/equivalent or better brand. If the Bid Item has no recommended brand listed, or if you are bidding on a brand/part # that is not listed in Col D, you must submit with your bid submittal the manufacturer’s product literature for that brand/part # proposed.

BIDDER / VENDOR ADDITIONAL INFORMATION SHEET: Complete the additional information list the following:

<table>
<thead>
<tr>
<th>Bidder / Company Legal Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>dba (if applicable):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Discount, if applicable:</th>
<th>Standard Payment is Net 30 days</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sales Representative Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchase Orders should be sent to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Remittance will be made to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address Line # 1</td>
</tr>
<tr>
<td>Address Line # 2</td>
</tr>
<tr>
<td>City, State, Zip</td>
</tr>
</tbody>
</table>
NON-COLLUSIVE BIDDING DECLARATION
(To be Executed By Bidder and Submitted With Bid)

I,________________________________________, declare as follows:

That I am the ____________________________________________ of __________________________, the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that 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; that all statements contained in this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed the _____ day of __________, 2016, at ________________________________.

________________________________________

Signature of Bidder