



NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

**FURNITURE BID
BID NO. FURN-0117**

September 12, 2016

Guiselle Carreon
San Diego County Office of Education
Commercial Warrants / Accounts Payable
6401 Linda Vista Road, Room 608
San Diego, CA 92111
858-292-3602 - 858-278-1478 (fax)
carreon.guiselle@gmail.com

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

Letter to Bidders:

You will note that the Furniture Bid, Bid No. FURN-0117 is being issued by the North County Educational Purchasing consortium comprised of the following districts:

1. Bonsall Union	10. Julian Union (Elementary)	19. San Marcos Unified
2. Cardiff Union	11. Julian Union High	20. San Pasqual Union
3. Carlsbad Unified	12. Mira Costa College	21. Solana Beach
4. Del Mar Union	13. Oceanside Unified	22. Spencer Valley
5. Encinitas Union	14. Palomar College	23. Vallecitos Union
6. Escondido Union (Elementary)	15. Poway Unified	24. Valley Center-Pauma Unified
7. Escondido Union High	16. Ramona Unified	25. Grossmont Union High
8. Fallbrook Union (Elementary)	17. Rancho Santa Fe	26. Warner Unified
9. Fallbrook Union High	18. San Dieguito Union High	

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 of 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. New associate members may be added during the term of this contract and upon membership, they shall be afforded the same pricing, terms and conditions offered to member districts. A list of the associate member districts who are current members are included in this document as Exhibit B. Bidders should be aware that since the needs of these associate member districts have been addressed in the bid specifications, this is NOT considered by the Consortium to be piggybacking, but rather a cooperative purchasing situation.

The NCEPC is seeking DVBE proposals/bids to comply with participation goals established in Public Contract Code Section 10115 et seq. of three percent (3%). DVBE forms are attached as Attachment A. Member and Associate Member Districts purchase furniture and equipment items contained in this bid utilizing state school building funds to furnish new construction and modernization projects; therefore, if state school building funds are used the District is then required to meet the DVBE participation goals.

To meet the DVBE program requirements, all bidders submitting bids must complete and fully document at least one of the following compliance options:

- Commitment to full DVBE participation
- Commitment to Utilize DVBE Subcontractors to Obtain 3% Goal
- Good Faith Effort

PLEASE NOTE: All firms who will be complying with DVBE participation goals under Part III – Good Faith Effort, must advertise to solicit DVBE suppliers.

Should you have any additional questions, please call the undersigned at **858-292-3602**.

Sincerely,
Guiselle Carreon

DATE: September 23, 2016

SUBJECT: Bid #FURN-0117

RE: NCEPC Classroom Furniture & Equipment – FURN-0117

BID OPENING: November 8 , 2016 at 2:00 p.m.

Please bid your lowest prices for the items or services on the attached sheets. Before bidding please read the INSTRUCTIONS, SPECIAL PROVISIONS, BID SHEETS , AND SPECIAL TERMS AND CONDITIONS which are attached.

Submit all bids in a **sealed envelope** showing the Bid Number, opening date, and opening time. Bid must reach the Bid Administrator at the address, date and time listed in the NOTICE TO BIDDERS.

If further information is desired, please call the Purchasing Department at 858-292-3602.

**NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE
This form is to be submitted with your bid.**

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as bid in accordance with the terms, conditions, specifications, and prices herein quoted. Bid is subject to cash discount of _____% _____ days.

FIRM NAME: _____

SIGNED BY: _____
(Manual signature by authorized legal representative—unsigned bids will be rejected)

TITLE: _____ DATE: _____

ADDRESS _____

PHONE #: _____ FAX #: _____

E-MAIL: _____

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 will receive up to, but not later than **2:00:00 p.m. on November 8, 2016**, sealed bids for the award of a bids for the award of a contract for the following:

Classroom/Office Furniture & Equipment Consortium Bid No. FURN-0117

Such bids shall be received in the office of Guiselle Carreon, Commercial Warrants & AP Manager, 6401 Linda Vista Road, Room 608, San Diego, CA 92111 and shall be opened at the stated time and place. Bids will not be publicly read aloud, but will be available upon request following initial review; however, a bid abstract will be posted online within 72 hours after bid opening.

Please direct all questions to Guiselle Carreon at carreon.guiselle@gmail.com. Note that questions will be answered via addendum or clarification and posted at <http://ncepc.org/current-bid-opportunities.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.

Pursuant to Public Contract Code 3400 (c), schools districts may make a finding that certain brand or trade names are necessary in order to maintain conformity among its campuses, compatibility with existing systems, and to streamline maintenance and parts storage. A copy of the finding made by a school district will be incorporated in the bid documents.

The NCEPC is seeking DVBE proposals/bids to comply with participation goals established in Public Contract Code Section 2054. DVBE forms and documents are attached to bid as. Any questions regarding DVBE requirements may be made to Guiselle Carreon, Bid Administrator, 858-292-3602.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

Secretary of the Board [Alexis Kohler](#)

Publication: The Daily Transcript
Publication Dates: 09/23 & 09/30, 2016

TABLE OF CONTENTS

	<u>Page</u>
Notice to Bidders.....	5
Information for Bidders.....	7
Bid Schedule.....	10
Bid Form	12
Non-Collusive Bidding Declaration.....	13
Special Provisions.....	14
Agreement	18
List of Members (Exhibit A)	23
List of Associate Members (Exhibit B).....	24
Attachment A DVBE Forms.....	25
Bid Sheets (Specifications)	After Attachment A starting w/page 31

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 <http://ncepc.org/current-bid-opportunities.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 Director of Purchasing 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 interlineation, 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, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article unless designated as a no-substitute item. An equal of the named product will always be given due consideration. Vendor shall submit a **Product Substitution Request with all supporting documentation** by [October 17, 2016 at 4:00 p.m.](#) Items offered as a substitute to a specified product may be required to be submitted for demonstration.
 - 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 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 f.o.b. 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 [Guiselle Carreon, Commercial Warrants & AP Manager, 6401 Linda Vista Road, Room 608, San Diego, CA 92111](#) on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the [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:

North County Educational Purchasing Consortium

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.

- k) 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.
 - l) 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.
2. 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. No addenda will be issued less than 72 hours prior to bid opening date and time. Addenda's will be available online at www.ncepc.org
 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 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 documents are intended to cooperate and 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, they may contact: Guiselle Carreon at carreon.guiselle@gmail.com to request an interpretation or correction thereof. The Consortium requires 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

Director of Purchasing and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The North County Educational Purchasing Consortium will not be responsible for any other explanation or interpretation of the proposed documents. All requests for interpretations must be submitted no later than:

October 17, 2016 at 4:00 p.m.

To the attention of:

Guiselle Carreon
carreon.guiselle@gmail.com

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.
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:** None Required
13. **DEMONSTRATION:** If a demonstration is required, the site of the demonstration will be disclosed to bidders via addendum on or before **October 24, 2016**.
14. **EQUAL BIDS:** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
15. **INDEFINITE QUANTITIES:** The Consortium does not guarantee quantities of orders. 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.

BID SCHEDULE

NCEPC CLASSROOM FURNITURE & EQUIPMENT BID FURN-0117

Advertising Dates	September 23 & 30, 2016
Questions due from Bidders	October 17, 2016 (4:00 p.m.)
Substitution Requests Due	October 17, 2016 (4:00 p.m.)
FINAL Addendum to Bidders	November 2, 2016
Open Bids (Will not be read aloud)	November 8, 2016 (2:00 P.M.)
Unofficial Bid Results	November 10, 2016
Protest Period Ends	November 15, 2016 (2:00 p.m.)
NCEPC Board – Bid Award	December 14, 2016

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 proposed 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.
2. It is understood that the consortium reserves the right to reject this bid in whole or in parts; to waive information 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:

CLASSROOM EQUIPMENT AND FURNITURE

This bid is to cover the period of **JANUARY 1, 2017** through **DECEMBER 31, 2018**, and may be renewed for up to two additional years.

4. It is understood and agreed that if written notice of the acceptance of this bid if 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, 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 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 make.

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
_____ at _____ County, California

Legal name of Bidder

By _____
Authorized Officer or Agent

Print name & Title

Address

City/State/Zip

Toll-free Telephone

Fax

Email Address

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

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 _____, 20____, at

Signature of Bidder

SPECIAL PROVISIONS
FURN-0117

1. **AWARD AND ADMINISTRATION:** This contract is being awarded by the North County Educational Purchasing Consortium and will be administered by Guiselle Carreon, Commercial Warrants & AP Manager, San Diego County Office of Education.

2. **ORDERING:** All North County Member and Associate Member School Districts are entitled to utilize this contract. A list of current members and associate members are a part of these documents and designated as Exhibit A & B.

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

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. **EVALUATION CRITERIA:** This bid will be evaluated on the following factors: Price, competency, credibility, responsiveness to the bid invitation, e.g. quantity, trade, or term, compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening. It should be noted the NCEPC reserves the right to award sections by either line item or by grouping whichever is determined to be in the best interest of the NCEPC Membership.

5. **LATE FEES:** In the event that the Contractor fails to deliver the ordered goods by the time specified in the contract, the ordering district may impose a late fee charge. This charge shall be taken as a credit against the Contractor's invoice to the ordering district. The late fee 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. Any agreement between ordering district and Contractor changing the specified delivery date must be in writing. Late fees will be assessed if Contractor fails to meet the revised delivery date.

6. **MINIMUM ORDERS:** Districts are encouraged to place minimum orders of \$100.00, however this is not always possible. For orders under \$100.00 the vendor shall have the option to assess a freight/delivery charge not to exceed the actual delivery cost to the vendor.

7. **MULTIPLE AWARDS:** On this order the Consortium reserves the right to award this contract to multiple bidders, or to group like items in sections.

8. **DELIVERY:** It is the expectation of the Consortium that delivery will take place within forty-five (45) calendar days after receipt of the order unless different arrangements are agreed upon by the ordering district. During the period from June 15, through August 15, delivery will take place within sixty (60) calendar days after receipt of order. Delivery shall be made within the confines of San Diego County as designated by the ordering district. Member and Associate Member Districts may require awarded vendors to deliver furniture and equipment to a school site location and set furniture/equipment in place for orders exceeding \$2,500.00.

NCEPC Districts are required to notify vendor at time order is placed. Vendor is required to haul away all trash and debris. Use of NCEPC District dumpsters will not be an acceptable means of removing trash and debris. When delivery instructions are indicated when an order is placed, vendor must comply with District's delivery instructions. If vendor fails to comply with ordering District's instructions, then the District reserves the right to refuse delivery until the vendor complies with instructions. Ordering District will not be charged for any additional shipping charges if the vendor fails to comply with instructions.

9. **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. Where a district has made a finding of a need to standardize pursuant to PCC 3004, a copy of the district's finding will be incorporated in the bid documents and the district will be specified in the line item.

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: Interpretation of Documents of the INFORMATION FOR BIDDERS by contacting the bid administrator of this bid.

10. **MATERIAL SAFETY DATA SHEETS: (NOT APPLICABLE FOR THIS BID):** 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.**
11. **MANUFACTURER'S SPECIFICATIONS:** An additional sheet with manufacturer's specifications and a picture of the specific items bid, marked with the appropriate bid item number, should be included with the bid. Awarded Vendors will be required to deliver catalog brochures of equipment awarded to all NCEPC Members and Associate Members.
12. **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 will cause the entire bid to be considered non-responsive and rejected.
13. **CATALOG DISCOUNTS:** The Consortium is seeking full service vendors to provide discounted pricing based on current catalogs for items not included in the bid. If your company has a catalog for other furniture and equipment, please provide percentage discount from published list prices applicable for Consortium District's when ordering furniture. The published catalog price must be verifiable during the course of the year for audit purposes. Any bidder participating in % discount will provide a current catalog when submitting bids. After award, Contractor will be responsible to provide catalogs to all member and associate member District's. All discounted pricing will be subject to the same terms and conditions as the bid items.
14. **VOLUME DISCOUNTS:** The Consortium is requesting that vendors submitting bids on this contract provide a volume discount to member and associate member districts. Volume

Discounts will apply to any **single order exceeding \$25,000.00 (before tax) and delivered to one location.** Vendors will indicate on the last page of the bid sheets volume discount percentage to be utilized.

15. **DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION:** This contract is subject to the provisions of Public Contract Code Section 10115 et seq. for Disabled Veteran Business Enterprise Participation Goals of 3% for all state funded projects. Follow directions as outlined on the DVBE forms.

DVBE forms are attached to this bid as Attachment A. Failure to complete this paperwork and submit it with the bid will be reason to consider the bid non-responsive and the bid may be rejected. All participating bidders must comply with one of the Options indicated on the Form with their bid. Late paperwork will not be accepted. NO EXCEPTIONS.

Contractor or vendor agrees that the NCEPC bid administrator will have the right to review, obtain and copy all records pertaining to the performance of this contract. Contractor or vendor agrees to provide the NCEPC with any relevant information requested and shall permit the NCEPC access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code sections 10115 et seq. and Title 2, subgroup 11, California Code of Regulations, Sections 1865.12 et seq. Contractor or vendor further agrees to maintain such records for a period of three years after final payment under the contract.

Any bidder who knowingly commits fraud with respect to claims for DVBE status for themselves or their subcontractors shall be subject to the penalties set forth in Public Contract Code Section 10115.10 and Government Code 12650 et seq.

16. **INCREASE OR DECREASE IN PRICE:**

a) Increase in Price: During the life of this contract, the Contractor may request a price increase for good cause. Good cause will be determined in the sole discretion of the Consortium. The decision of the Consortium shall be final. The Contractor is expected to perform at the bid price throughout the term of the contract. A price increase request, however, will be considered. When addressing the question of whether there is good cause to grant a price increase, the Contractor must submit a request in writing thirty (30) calendar days in advance of the next scheduled meeting of the Consortium. Meeting dates are posted at www.ncepc.org. A determination of good cause will take into consideration increases in costs such as raw materials and labor. The Contractor must present written evidence of good cause and shall bear the full burden of providing such evidence. No increase will be allowed sooner than 180 calendar days from the date of contract award, including thirty (30) calendar days advance written notice and a regularly scheduled NCEPC Board meeting. No price increase will go into effect until NCEPC board approval.

b) Decrease in Price: During the life of the contract including any extensions, there may be a general published manufacturer's price change or a general market change, as evidenced by prices paid by other governmental entities or private organizations. The change in price may relate to the cost of materials, labor, or distribution of the product or service specified. Should such a change in price occur, the Contractor has an affirmed duty to notify the Consortium of decreases in price and to extend the full decrease to the

Consortium. Failure of Contractor to notify the Consortium and/or extend such decrease may be deemed a breach of contract.

19. **DEVIATIONS FROM BID TERMS & CONDITIONS:** Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.
20. **NO SUBSTITUTE:** Items listed as **NO SUBSTITUTE (NO SUBS)**, will only be acceptable as listed for the specified district that has made a finding pursuant to PCC 3004. Do not bid alternates, as they will not be considered.
21. **DISCONTINUED AWARDED LINE ITEMS(S):** **Awarded bidders are required to immediately notify** the bid administrator of manufacturers discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinuance.
22. **REPLACEMENT OF DISCONTINUED AWARDED LINE ITEM(S):** **A replacement will be considered** if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Contractor shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.
23. **PICTURE CATALOG:** Awarded contractors must be prepared to provide pictures of the awarded items. Pictures are to be submitted on a flash drive and identify the awarded line item for reference to the bid.
23. **BID OPENING:** **Due to the large number of line items, the bids will be received at the time** designated. A spreadsheet outlining the item pricing from each of the bidders will be posted online at: <http://ncepc.org/current-bid-opportunities.html> within 72 hours after bid opening.
24. **PREVAILING WAGES:** This is not considered a prevailing wage bid. If Contractor determines that any items listed in the bid document are subject to prevailing wages, it is the Contractor's responsibility to submit the information to the bid administrator by the deadline to submit questions; **October 17, 2016 at 4:00 p.m.**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20__, 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 reasonable 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 into 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

Classroom Furniture and Equipment, #FURN-0117

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, and a proper invoice submitted, the ordering district agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, 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 notices 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 or said Contractor in performing any of the terms and conditions of this contract; if being specifically provided an agreed that time shall be the essence of this agreement.

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

5. 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, the Consortium may apply such withhold amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the Consortium at any time during the performance of the contract, request any alternations, 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 estimate 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 its first submitted to the Consortium and written consent thereto obtained.

7. 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. LIQUIDATED DAMAGES: Districts may assess liquidated damages in the amount of \$1,000 per day or actual damages, whichever is less, for failure to deliver on time.

8. DEFENSE AND IDEMNITY: (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, judgements, awards, fines, mechanics' liens or other liens, labor disputes. Losses, damaged, 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, or 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.

9. 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 items 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.

10. **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.

11. **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, delivery, 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.

12. **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.

13. **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.

14. **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.

15. **CONDITIONAL BID:** The Consortium reserves the right to reject a bid which imposes conditions, or terms in purchases, which were not specified in the original bid documents.

16. HAZARD CONDITIONAL BID: Contractor shall comply with all Environmental Laws and all other laws, rules regulations, and requirements regarding Hazard 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 limitations, employees, student 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 an Environmental Law and to immediately notify the District of it. As used in this section, the tern "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, bacterial, 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) 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.

17. CONTACT WITH STUDENTS: Contractor will not permit any of it 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.

18. 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.

19. 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.

20. **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.

21. **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.

22. **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.

23. **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.

CONTRACTOR:

**NORTH COUNTY EDUCATIONAL
PURCHASING CONSORTIUM**

By _____

By _____

Guiselle Carreon

Title _____

Title Bid Administrator

Date: _____

Date: _____

NCEPC Governing Board Date: _____

EXHIBIT A

MEMBER DISTRICTS

Bonsall Union School District
P. O. Box 3
Bonsall, CA 92003-0003

Del Mar Union School District
225 Ninth Street
Del Mar, CA 92014-2716

Escondido Union High School District
302 N. Midway Drive
Escondido, CA 92027-2741

Julian Union School District
1704 Highway 79, P. O. Box 337
Julian, CA 92036-0337

Poway Unified School District
13626 Twin Peaks Road
Poway, CA 92064-1342

San Dieguito Union High School District
710 Encinitas Boulevard
Encinitas, CA 92024

San Pasqual Union SD
1666 San Pasqual Road
Escondido, CA 92027

Spencer Valley School District
4414 Highway 78
Santa Ysabel, CA 92070

Julian Union High School District
PO Box 417
Julian, CA 92036-0417

Cardiff School District
1888 Montgomery Avenue
Cardiff-by-the-Sea, CA 92007-2399

Encinitas Union School District
101 S. Rancho Santa Fe Road
Encinitas, CA 92024-4349

Fallbrook Union Elementary Sch. Dist.
321 Iowa Street
Fallbrook, CA 92088-2108

Mira Costa Community College
One Barnard Drive
Oceanside, CA 92056-3899

Ramona Unified School District
720 Ninth Street
Ramona, CA 92065-2399

San Marcos Unified School District
1 Civic Center Drive, Suite 92024-3357
San Marcos, CA 92069

Vallecitos School District
5211 Fifth Street
Fallbrook, CA 92028-9796

Vista Unified School District
1234 Arcadia Avenue
Vista, CA 92084-3495

Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92058

Carlsbad Unified School District
801 Pine Avenue
Carlsbad, CA 92008-2493

Escondido Union School
1330 E. Grand Avenue
Escondido, CA 92027-3099

Fallbrook Union High School
2234 Stagecoach Lane
Fallbrook, CA 92088

Palomar Community College
1140 W. Mission Road
San Marcos, CA 92069

Rancho Santa Fe School
5927 La Granada
Rancho Santa Fe, CA 92067

Solana Beach School District
309 N. Rios Avenue
Solana Beach, CA 92075

Valley Center-Pauma SD
28751 Cole Grade Road
Valley Center, CA 92082-6599

Warner Unified School District
30951 Highway 79, P.O. Box 8
Warner Springs, CA 92086

EXHIBIT A

ASSOCIATE MEMBER DISTRICTS

Alpine Union School District
1323 Administration Way
Alpine, CA 91901-9401

Cajon Valley Union School District
535 Vernon Way
El Cajon, CA 92020-4098

Chula Vista Elementary School District
84 East "J" Street
Chula Vista, CA 91910

Coronado Unified School District
555 D Avenue
Coronado, CA 92118-1799

Grossmont Cuyamaca Community College
8800 Grossmont College Drive
El Cajon, CA 92020-1799

Grossmont Union High School District
P. O. Box 1043
La Mesa, CA 91944-1043

Jamul-Dulzura Union School District
14581 Lyons Valley Road
Jamul, CA 91935-9701

Lakeside Union School District
P. O. Box 578
Lakeside, CA 92040-0578

San Diego Unified School District
2351 Cardinal Lane
San Diego, CA 92123-3799

Southwestern College
900 Otay Lakes Road
Chula Vista, CA 91910-7299

Lemon Grove School District
8025 Lincoln Street
Lemon Grove, CA 91945-2515

Mountain Empire Unified School District
3291 Buckman Springs Road
Pine Valley, CA 91962-4003

Dehesa School District
4612 Dehesa Road
El Cajon, CA 92019

National School District
1500 N Avenue
National City, CA 91950-4827

Santee School District
9880 Hoffman Lane
Santee, CA 92072-5209

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

South Bay Union School District
1111 Saturn Boulevard
San Diego, CA 92154-2097

Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, CA 91911-2896

La Mesa-Spring Valley SD
4750 Date Avenue
La Mesa, CA 92941-2617

San Diego County Office of Education
6401 Linda Vista Road
San Diego, CA 92111-7399



**Addendum / Clarification No. 1
NCEPC Classroom Furniture & Equipment Bid, FURN-0117**

All information related to this bid is posted online at: <http://portal.guhsd.net/index.php/nonconstructionbids>
Please contact Guiselle Carreon at carreon.guiselle@gmail.com if you have any questions.

ADDENDUM:

Bid Form: See Supplementary Bid Form

Added Line Items #210 – 222 - Specialty Items



**Addendum / Clarification No. 2
NCEPC Classroom Furniture & Equipment Bid, FURN-0117**

All information related to this bid is posted online at: <http://portal.guhsd.net/index.php/nonconstructionbids>
Please contact Guiselle Carreon at carreon.guiselle@gmail.com if you have any questions.

ADDENDUM:

Vendors are to include the additional items on Addendum No. 2 and replace the Brand Discounts sheet with the revised form. All other terms and conditions remain the same.

Bid Form: Revised Discount Percentage Off Sheet – Added Virco and Herman Miller

Added Line Items #223a-f - Chairs, Student

ADDENDUM NO. 3

NCEPC CLASSROOM FURNITURE & EQUIPMENT BID FURN-0117

Advertising Dates	September 12 & 26, 2016
Questions due from Bidders	October 20, 2016 (4:00 p.m.)
Substitution Requests Due	October 20, 2016 (4:00 p.m.)
FINAL Addendum to Bidders	November 2, 2016
Open Bids (Will not be read aloud)	November 8, 2016 (2:00 P.M.)
Unofficial Bid Results	November 10, 2016
Protest Period Ends	November 15, 2016 (2:00 p.m.)
NCEPC Board – Bid Award	December ____, 2016



Addendum / Clarification No. 4
NCEPC Classroom Furniture & Equipment Bid, FURN-0117

All information related to this bid is posted online at: <http://www.ncepc.org/current-bid-opportunities.html>
Please contact Guiselle Carreon at carreon.guiselle@gmail.com if you have any questions.

ADDENDUM:

BID FORM: Revised bid form attached. Approved substitution are illustrated in RED. Bidders may submit pricing on specified brand(s) or the approved equivalent.

CLARIFICATIONS

- Q1 Page 11, question # 6 of the North County Educational Purchasing Consortium Bid # Furn-0117 asks that we list the names of all persons interested in the foregoing proposal as principals. Can you please clarify what the phrase “as principals” means in this request? Does it mean that the request is to specifically list the principals of our company?
- A1 The term “principal” means the person primarily liable to complete a contract for the obligee.
- Q2 Information for Bidders: What does “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.” mean?
- A2 Vendor will delivered furniture fully assembled to site unless otherwise specified by district.
- Q3 Special Provisions: What does “Vendor is required to haul away all trash and debris.” mean?
- A3 Vendor will haul away all packaging unless otherwise specified by district.



**Addendum / Clarification No. 5
NCEPC Classroom Furniture & Equipment Bid, FURN-0117**

All information related to this bid is posted online at: <http://www.ncepc.org/current-bid-opportunities.html>
Please contact Guiselle Carreon at carreon.guiselle@gmail.com if you have any questions.

ADDENDUM:

Bid Term: This bid is to cover the period of JANUARY 1, 2017 through DECEMBER 31, ~~2018~~, and may be renewed for up to two (2) one-year periods.

Correct term would be JANUARY 1, 2017 through DECEMBER 31, 2017....