



**NORTH COUNTY
EDUCATIONAL PURCHASING CONSORTIUM**

BID MANUAL

BID #2021-DP

NCEPC Data Processing Supplies Bid

**By: Escondido Union High School District
PURCHASING DEPARTMENT
302 North Midway Drive
Escondido, CA 92027
(760)291-3238**

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NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

ESCONDIDO UNION HIGH SCHOOL DISTRICT

302 North Midway Drive, Escondido, CA 92027

Phone: 760-291-3238 - Fax: 760-741-1915

December 9, 2020

Please find enclosed our Bid No. 2021-DP calling for Data Processing Supplies.

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

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

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 contact 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 member's 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.

Should you have any additional questions pertaining to this matter, please call the undersigned at **760- 291-3238**.

Sincerely,

Andrea Perreault
Escondido Union High School District
Risk & Contracts Manager, Purchasing

Please note that a bid bond of \$10,000.00 will be required for this bid – also see page 7, paragraph 12.

ESCONDIDO UNION HIGH SCHOOL DISTRICT
Purchasing Department
302 North Midway Dr., Escondido, CA 92027
Phone: 760-291-3238 - Fax: 760-741-1915

DATE: December 9, 2020

SUBJECT: Bid No. 2021-DP

FOR: NCEPC DATA PROCESSING SUPPLIES

BID DUE: Wednesday, January 20, 2021

TIME: 2:00 p.m.

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

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

If further information is desired, please email the bid administrator, Andrea Perreault, aperreault@euhsd.org.

NOTE: BIDS SUBMITTED BY FAX and/or E-MAILED 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.

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 the Consortium will receive up to, but not later than 2:00 p.m. on Wednesday, January 20, 2021, sealed bids for the award of a contract for the following:

2021 Data Processing Supplies

Consortium Bid No. 2021-DP

Such bids shall be received in the Purchasing Office of the Escondido Union High School District, 302 North Midway Drive, Escondido, CA 92027, 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 Purchasing Department at the above address.

A bid bond in the amount of \$10,000 is required for this bid.

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.

All bid documents can be located at:

<https://www.euhdsd.org/departments/business-services/bids-documents-addendums/>

Invitation# 2021-DP

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 of the Board: Michelle Johnson

Publication: The Daily Transcript

Publication Dates: 12/09/2020; 12/16/2020

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 following site:

<https://www.euhdsd.org/departments/business-services/bids-documents-addendums/>

Under the "Invitation #" 2021-DP

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 in the Purchasing Department properly executed. Bids shall be written in ink, typewriter or by computer 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. **All submissions must include a digital copy provided on a USB flash drive.** *The hard copy submission will be viewed as the official submission and override any discrepancies between hard copy submission and flash drive submission.*

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.

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, as long as the minimum order amount is met.

i) Bids shall be delivered to said Escondido Union High School District or its representative, at its office on or before the day and hour set for the bid due date 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:

Escondido Union High School District
Attn: Andrea Perreault
302 N. Midway Drive
Escondido, CA 92027

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.

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.
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. No addenda's will be issued 72 hours prior to bid opening date and time.
 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 award Categories B, C, D, E, to the vendor providing the lowest combined UNIT total for all items in each of these categories, so vendors bidding on items in these categories must submit a price for ALL ITEMS in each category to be considered for an award in that category. The remaining Category A will be awarded by line item 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: Andrea Perreault Risk & Contracts Manager, Purchasing 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 Risk & Contracts Manager 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 January 08, 2021 by 9:00 a.m. Any requests for information after that date will not be answered. Email contact is the preferred means of contact. The e-mail address is aperreault@euhsd.org
 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:** 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 of \$10,000.00, 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.

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.

13. **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.

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.

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. **ESTIMATED USAGE QUANTITIES:** The Consortium anticipates contract term 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.
16. **REPORTS:** Successful vendors will provide an annual report, by district, on awarded item usage. Report will be due 10 days after the end of the ninth month of the contract term. Successful vendor for Category D- HP, Inc. will provide Quarterly reports on item usage, by District, to Andrea Perreault, Escondido Union High School District, 302 North Midway Drive, Escondido, CA 92027 or e-mail: aperreault@euhsd.org.

ALL HP OEM BIDDERS MUST BE HP PURCHASEEDGE REPORTING PARTNERS. PROVIDE YOUR PURCHASEEDGE ID REPORTING NUMBER ON BID FORM – PAGE 1 – CATEGORY D – HP, Inc., IN THE CONTRACT DOCUMENTS.

17. **SUBMITTALS FOR REMANUFACTURED TONERS:** Bidders shall be required to be Trade Agreement Act (TAA) (19 U.S.C SS 2501-2581) Certified and provide at a minimum two (2) of the following certification submittals with their response:

- Standardized Test Methods Committee (STMC)
- American Society for Testing and Materials (ASTM) ASTM F 1856, F 2036 Standards
- American National Standards Institute (ANSI) ANSI IT2.17-1995 Standard
- International Safe Transit Association (ISTA) ISTA – Integrity Procedure IA Standard

18. **DRUG FREE WORKPLACE:** In accordance with the California Government Code SS8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Bid Proposal. The successful bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code SS8350 et seq. Failure of the successful bidder to comply with measures outlined therein may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract price otherwise due under the Contract Documents and/or debarment of the successful bidder.

19. **DEBARMENT:** Federal Executive Order (E.O) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all subcontractors certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal debarment or agency from doing business with the Federal Government. As part of bid responsiveness, District will verify the successful bidders’ and his listed subcontractors status prior to award of contract. Any successful bidder found on the Federal debarment list will be rejected as non-responsive. Information on debarment is available at the following websites: www.sam.gov.

20. **BUY AMERICAN ACT DFAR 252.225-7000-7001:** All toners and Ink shall be made in the USA per the Buy American Act. (Please refer to page 24)

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:

DATA PROCESSING SUPPLIES AS OUTLINED IN THE SPECIFICATIONS, BID 2021-DP

This bid is to cover the period of February 05, 2021 through February 4, 2022.

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, and 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 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 _____ at _____ County, California

Legal name of Bidder

By _____
Authorized Officer or Agent

Print name & Title

Address _____

City/State/Zip _____

Toll-free
Telephone _____

Fax _____

e-mail Address _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and
_____ as Surety, are

held and firmly bound unto the North County Educational Purchasing Consortium, hereinafter called the Consortium, in the penal sum of **\$10,000.00** of the Principal submitted to the said Consortium for the work and/or materials described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2021, for _____

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Consortium, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the Consortium the difference between the amount specified in said bid and the amount for which the Consortium may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Consortium in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Consortium and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Consortium in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals, this _____ day of _____ 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal
By _____

Title _____

(Corporate Seal)

Principal
By _____

Title _____

Attach Attorney-in-Fact Certificate

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 _____, 2021, at _____,

Signature of Bidder

**SPECIAL PROVISIONS
2021-DP**

1. AWARD AND ADMINISTRATION:

This contract is being awarded by the North County Educational Purchasing Consortium and will be administered by Andrea Perreault, Risk & Contracts Manager, Purchasing, Escondido Union High School District.

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. PIGGYBACKING:

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 to other Districts who are not NCEPC members and associate members.

6. 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.

7. MINIMUM ORDERS:

Districts are encouraged to place minimum orders of \$50.00, however this is not always possible. For orders under \$50.00 the vendor shall have the option to assess a freight/delivery charge not to exceed the actual delivery cost to the vendor.

8. MULTIPLE AWARDS:

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

9. UNIT PRICE ESCALATION:

All pricing is firm/fixed for the entire bid award period, except in the following cases.

PRICE INCREASE: An awarded bidder can request a price increase only due to changes in manufacturer's costs caused directly or indirectly by taxes or tariffs. The awarded bidder must substantiate the change with supporting documentation from the manufacturer; include documentation regarding the tax or tariff and documentation of the percentage impact on manufacturer production cost. The price increase cannot be more than the documented percentage increase of manufacturer production cost. An awarded bidder must substantiate such price increases by providing documentation that is complete and acceptable to the satisfaction of the Consortium. Any request for increase must be presented to the bid administrator at least 30 days in advance the next scheduled board meeting. Approval of the request shall be at the sole discretion of the Consortium and shall be approved in writing.

PRICE DECREASE: An awarded bidder will notify the Consortium of any price reduction that will stay in affect for the remainder of the bid award period. Awarded bidders are to notify the bid administrator of a price reduction at least 30 days in advance the next scheduled board meeting. Approval of the request shall be at the sole discretion of the Consortium and shall be approved in writing.

10. DELIVERY:

It is the expectation of the Consortium that delivery will take place within Seven (7) 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. **NOTE: Individual orders are to be packaged and invoiced separately.**

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

12. 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.**

13. MANUFACTURER AUTHORIZED DEALER SUBMITTAL

Bidders shall submit a letter from the manufacturer of the brand(s) or model(s) offered in their bid, verifying that the bidder is a current manufacturer's authorized dealer for the sale and warranty of the items specified herein. Such documentation must be submitted with their bid. Failure to submit said documentation may result in the rejection of the bid.

14. SAMPLES:

Bidders **may be** required to submit properly marked samples of each items in the specifications for Category A, on which bid is made to the North County Educational Purchasing Consortium, c/o Escondido Union High School District, 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. All samples will be delivered to the Escondido Union High School District Warehouse, 1789 North Broadway, Escondido, CA 92026 within 48 hours from notification. Failure to deliver will be considered non-responsive and your bid on that item will be rejected.

15. DEVIATIONS FROM BID TERMS & CONDITIONS: Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive.

16. NO SUBSTITUTE: Line items reference, **NO SUBSTITUTE (NO SUBS)**, will only be acceptable as listed. Do not bid alternates, as they will not be considered.

17. DISCONTINUED AWARDED LINE ITEMS(S): Awarded bidders are required to immediately notify the bid administrator of manufacturer's 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.

18. 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. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

19. BID PROTEST PROCEDURE: Per administrative Appeals to San Diego City School Procurement Action, and administrative appeal procedure will be used to protest the decision regarding a bid's responsiveness. To initiate the appeal procedure the aggrieved party shall submit, in writing, a protest or appeal to the Strategic Sourcing and Contracts Officer. The protest or appeal shall include the basis of the protest or appeal, and the relief sought must include all the reasons why the bidder believes it is responsive and/or responsible, including any support documentation.

Any protest must be submitted within five (5) business days after the date of mailing by the District of a letter to the bidder advising it of the proposed recommendation that it be declared non-responsive or responsible, and the reasons for the recommendation.

Upon receipt of a protest or an appeal the Strategic Sourcing and Contracts Officer shall respond in writing to the protest and appeal within five (5) days or shall give notice to the protesting or appealing party within five (5) days that a hearing is required to present the facts concerning the protest or appeal. Such a notice will be in writing. A protest of a decision to award or of an award shall be submitted not later than the tenth (!0) day at 4:30 p.m. after the date of mailing by the District of a letter to the contractor/vendor advising it of the final selection and recommendation to the Governing Board

20. FORCE MAJEURE: Force Majeure is defined as any Act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), or interruption or failure of electricity or telephone service, an unavoidable casualty, embargo, labor dispute, strike, lockout,

government order, act of civil or military authorities, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or similar unforeseen event that renders performance commercially implausible.

Neither the District nor the Contractor will be held responsible for the cancelation of the Agreement because of Force Majeure. Any deposits and/or payments will be refunded or applied to a future event per the District's request.

The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

21. **TAX TARIFF FORCE MAJEURE CLAUSE:** An awarded bidder can request a price increase only due to changes in manufacturer's costs caused directly or indirectly by taxes, tariffs, or a change in raw materials cost that occurs due to force majeure. The awarded bidder must substantiate the change with supporting documentation from the manufacturer; include documentation regarding the tax, tariff or force majeure that impacted the manufacturer's production cost and documentation of the percentage impact on manufacturer production cost. The price increase cannot be more than the documented percentage increase of manufacturer production cost. An awarded bidder must substantiate such price increases by providing documentation that is complete and acceptable to the satisfaction of the Consortium. Any request for increase must be presented to the bid administrator at least 30 days in advance of the next scheduled board meeting. Approval of the request shall be at the sole discretion of the Consortium and shall be approved in writing.

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of February 2021, 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.

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 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 ADDITONAL 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.

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, judgments, 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 indemnity 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 uncopied 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 OR 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, on 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 a 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 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, 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) 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.

17. **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.

18. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees to comply with all federal, state and local 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.

24. **COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following, all of which are component parts of this Contract as if herein set out in full or attached hereto:

- Entire Bid Package
- Instructions to Bidders
- Non-Collusion Declaration
- Industry Certifications
- Bid Proposal
- Contract
- Drug Free Workplace Certification
- Bid Addenda (if any)

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 COUNTRY EDUCATIONAL PURCHASING CONSORTIUM

San Diego County, California

By: _____
Andrea Perreault, EUHSD
Bid Administrator for NCEPC Bid 2021-DP

CONTRACTOR

By: _____

Address: _____

Approved by the Governing Board on:

Defense Acquisition Regulations System, DoD

252.225-7001

subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts for supplies, maintenance and repair services, or construction materials.

(End of clause)

[76 FR 26576, May 5, 2011]

252.225-7000 Buy American Act—Buy American Statute—Balance of Payments Program Certificate.

As prescribed in 225.1101(l)(i), use the following provision:

BUY AMERICAN —BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.* (1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

(Line Item Number)

(Country of Origin (If known))

(End of provision)

Alternate I (DEC 2010) As prescribed in 225.1101(l)(ii), add the terms “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” in paragraph (a) and replace the phrase “qualifying country end products” in paragraphs (b)(2) and (c)(2) with the phrase “qualifying country end products or SC/CASA state end products.”

[68 FR 15634, Mar. 31, 2003; 68 FR 25088, May 9, 2003, as amended at 70 FR 35546, June 21, 2005; 74 FR 2423, Jan. 15, 2009; 74 FR 68384, Dec. 24, 2009; 75 FR 81918, Dec. 29, 2010; 77 FR 35882, June 15, 2012]

252.225-7001 Buy American Act and Balance of Payments Program.

As prescribed in 225.1101(2)(i), use the following clause:

BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (JUN 2012)

(a) *Definitions.* As used in this clause—
Commercially available off-the-shelf (COTS) item—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that—

U) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

| | |
|----------------|-------------------|
| Australia | Italy |
| Austria | Luxembourg |
| Belgium | Netherlands |
| Canada | Norway |
| Czech Republic | Portugal |
| Denmark | Spain |
| Egypt | Sweden |
| Finland | Switzerland |
| France | Turkey |
| Germany | United Kingdom of |
| Greece | Great Britain and |
| Israel | Northern Ireland. |

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means—

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if—

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American—Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

Alternate I (OCT 2011). As prescribed in 225.1101(2)(ii), add the following definitions to paragraph (a) and substitute the following paragraphs (b) and (c) for paragraphs (b) and (c) of the basic clause:

(a) "South Caucasus/Central and South Asian (SC/CASA) state" means Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan, or Uzbekistan.

"South Caucasus/Central and South Asian (SC/CASA) state end product" means an article that—

(i) Is wholly the growth, product, or manufacture of an SC/CASA state; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an SC/CASA state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Business Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Bidder that a drug free workplace will be provided by Bidder by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder's workplace and specifying actions, which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Bidder's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Bidder in connection with supplying materials under the Contract, the employee agrees to abide by the terms of the statement.
3. Bidder agrees to fulfill and discharge all of Bidder's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in supplying materials under the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Bidder and I understand that if the District determines that Bidder has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Bidder and I further understand that, should Bidder violate the terms of the Drug-Free Workplace Act of 1990, Bidder may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Bidder and I acknowledge that Bidder and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Bidder and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at San Diego, California

By: _____
(Signature) (Date)

MEMBER DISTRICTS (EXHIBIT A)

Bonsall Union School District
31505 Old River Road
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 High School District
1656 Highway 78, P. O. Box 417
Julian, CA 92036-0417

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

San Dieguito Union High School District
710 Encinitas Boulevard
Encinitas, CA 92024-3357

San Pasqual Union SD
15305 Rockwood Road
Escondido, CA 92027

Spencer Valley School District
4414 Highway 78 & 79, P.O. Box 159
Santa Ysabel, CA 92070-0159

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 92028-2108

MiraCosta 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
255 Pico Avenue, Suite 250
San Marcos, CA 92069-2952

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
6225 El Camino Real
Carlsbad, CA 92009

Escondido Union School
2310 Aldergrove Avenue
Escondido, CA 92029

Fallbrook Union High School
2234 Stagecoach Lane
Fallbrook, CA 92028

Julian Union School District
1704 Cape Horn Drive, P.O. Box 337
Julian, CA 92036-0337

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

Solana Beach School District
309 N. Rios Avenue
Solana Beach, CA 92075-1298

Valley Center-Pauma Unified School District
28751 Cole Grade Road
Valley Center, CA 92082-6599

Warner Unified School District
30951 Highway 79, P.O.Box 8
Warner Springs, CA 92086-0008

ASSOCIATE MEMBER DISTRICTS (EXHIBIT B)

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

Cajon Valley Union School District
225 Roanoke Road
El Cajon, CA 92020

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 Riverwalk Drive
Santee, CA 92071-5209

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

SCOPE OF WORK FOR REMANUFACTURED CARTRIDGES

Bidders must certify that all Remanufactured cartridges provided to the District are Trade Agreements Act (TAA) (19 U.S.C. & 2501-2581) compliant. Bidders shall provide proof that all printer inks and laserjet toners meet specifications equal to or exceeding that of OEM cartridge standards of performance, quality of print and to produce a number of copies equal to or exceeding the capacity of the OEM cartridges.

Bidders must certify that the cartridges, chip, form, fit, function and performance meet or exceed the latest remanufactured cartridge standards, or the guidelines adopted by two (2) or more of the following organization in addition to certifying that their business meets TAA Certification:

- Standardized Test Methods Committee (STMC)
- American Society for Testing and Materials (ASTM) ASTM F 1856, F 2036 Standards
- American National Standards Institute (ANSI) ANSI IT2.17-1995 Standard
- International Safe Transit Association (ISTA) ISTA - Integrity Procedure 1A Standard

Organization Logos:



1. APPLICABLE SPECIFICATIONS / STANDARDS / CODES

Bidders must warrant that the use of the remanufactured cartridges they provide will not void any printer manufacturer's warranty.

Specifications, standards and codes referenced in this document are in effect on the opening of the "Invitation to Bid" (ITB) and form a part of this specification.

2. REMANUFACTURED LASERJET TONERS AND PRINTER INKS

a. Proposed remanufactured cartridges must be tested in accordance with two (2) or more of the standards and guidelines established by STMC, ASTM, ANSI, and ISTA. The classes of cartridges must have met or exceeded those tests.

b. Refilled "drill and fill cartridges" will not be considered. "Split Hopper" cartridges will not be considered.

Bidders must certify that all Remanufactured cartridges provided to the District are Trade Agreements Act (TAA) (19 U.S.C. & 2501-2581) compliant. Bidders shall provide proof that all printer inks and laserjet toners meet specifications equal to or exceeding that of OEM cartridge standards of performance, quality of print and to produce a number of copies equal to or exceeding the capacity of the OEM cartridges.

BID FORMS (SPECIFICATIONS)

Bid Proposal Forms, for the following categories:

Category A – Miscellaneous Supplies

Category B – Xerox

Category C – Okidata

Category D – HP, Inc.

Category E – Compatibles

will be provided through a direct request to Andrea Perreault via email, at aperreault@euhsd.org.