

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM  
REQUEST FOR BIDS**

**Bid No. [Insert Bid No.] – [Insert Bid Name]**

**Bid Due Date: [Insert Date and Time]  
Submit Bids To: [Insert Contact Information]**

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Letter to Bidders**

[Insert Date]

Enclosed please find our Bid No. [insert bid number] calling for [insert bid name]. You will note that this bid is being issued by the North County Educational Purchasing Consortium (“Consortium”), which is comprised of the following “Member Districts:”

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

This Consortium has been formed to assist North County San Diego 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, but [insert administering district’s name] will be responsible for monitoring contract terms and conditions. The Consortium will review the bids and make the award(s).

During the tenure of the contract, each Member District will be placing its own individual orders. It shall be the sole responsibility of the ordering Member District to receive, inspect, accept, and pay for its own individual orders. Whatever price is stated in the contract shall apply equally to all Member Districts.

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

In addition, the Consortium has granted other educational districts in San Diego County the right to participate in Consortium bids as “Associate Member Districts.” These Associate Member Districts are charged a fee to participate in Consortium bids, and, upon participation, they are afforded the same pricing, terms and conditions offered to Member Districts. The following Associate Member Districts are included in this bid:

[Insert Associate Member Districts that are participating in the bid. This list will need to be updated on a bid-by-bid basis depending on which Associate Member Districts are participating.]

Bidders should be aware that since the needs of the above-listed Associate Member Districts have been considered, addressed, and included in these bid specifications, this is NOT considered by the Consortium to be piggybacking, but rather a cooperative purchasing situation.

Should you have any questions, please call the undersigned at (760) 753-6491 ext. 5521.

Sincerely,

Debbie Kelly  
[Insert Title for NCEPC]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**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 [insert time] on [insert date] sealed bids for the award of a contract for the following:

[Insert Bid No. and Bid Name]

Such bids shall be received in the office of [insert administering district's name and address] and shall be opened at the time stated above.

Each bid must conform and be responsive to the Letter to Bidders, this Notice to Bidders, the Instructions to Bidders, Specifications, General Conditions, Contract, Bid Pricing Sheet, and Required Forms (the "Contract Documents"). Copies of the Contract Documents are now on file and may be obtained in the [insert administering district's name] Office of Purchasing at the above address. Questions regarding this bid should be directed to [insert name and contact information].

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.

[Signature]

Secretary of the Board: [Insert Secretary Name]  
Publication: [Insert Name of Newspaper]  
Publication Dates: [Insert Publication Dates]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Schedule of Events**

<b>Event</b>	<b>Date</b>
1. Bid Advertisement	[Insert Date]
2. Deadline for Bidder Questions	[Insert Date]
3. Deadline for Response to Bidder Questions	[Insert Date]
4. Bid Due Date	[Insert Date]
5. Issue Preliminary Notice of Intent to Award	[Insert Date]
6. Contract Due from Proposed Awardee	[Insert Date]
7. Board Meeting for Contract Award	[Insert Date]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Instructions to Bidders**

1. **PURPOSE.** The Consortium is issuing this “Request for Bids” or “RFB” to solicit bids for a contract with a company for [insert description of goods/items] for a term of [insert term length]. As set forth in the preceding Letter to Bidders, the Consortium issues this Request for Bids on behalf of its Member Districts and participating Associate Member Districts.

As further set forth herein, responses to this RFB are due on [insert date]. The Consortium will issue a Preliminary Notice of Intent to Award on [insert date]. The Consortium will also send a proposed contract to the successful bidder at that time. The contract will be substantially similar to the form of contract included herein. The successful bidder must return the contract to the Consortium by [insert date]. The Consortium will then ask its Governing Board to review, consider, and approve the contract at the Board’s [insert date] Board meeting.

2. **OVERVIEW OF DOCUMENTS.** This Request for Bids is composed of the Letter to Bidders, Notice to Bidders, Instructions to Bidders, Specifications, General Conditions, Contract, Bid Pricing Sheet, and Required Forms, all of which make up the complete contract. The complete contract documents are intended to cooperate and be complementary. 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. Any addenda or bulletins related to this Request for Bids and issued by the Consortium shall also be included as part of the contract documents.
3. **SPECIFICATIONS.** The specifications for this Request for Bids are included herein. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders shall be allowed to all Member Districts and participating Associate Member Districts at the prices and on the terms and conditions set forth herein. Specific makes and models may be required in some circumstances in order to be compatible with existing Member Districts’ equipment. If this is the case with this Request for Bids, the Specifications included herein shall so specify. Otherwise, any reference to a specific make or model number is for example purposes only and shall be read to include “or equal” goods and articles. Bidders must state the make or brand and grade of the article on which the bid is submitted in the Bid Pricing Sheet. 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. Awarded vendors will be required to deliver catalog brochures of equipment awarded to all Member Districts and participating Associate Member Districts.
4. **BID SUBMISSIONS.** The original bid and three (3) numbered copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the bidder and the words [Insert Bid No.] – [Insert Bid Name]. The bid shall be delivered or mailed to [insert name and address]. It is the sole responsibility of the bidder to ensure that its bid is received before the submission deadline.

Bids must include the components listed below. Bids that fail to comply with these instructions may be rejected for non-responsiveness.

- a) Transmittal Letter. The transmittal letter must be a maximum of one (1) page, transmitted on the bidder’s stationery. The transmittal letter must include the bidder’s name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the bidder. The transmittal letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the applicant in a contract.
- b) Executive Summary. The Executive Summary shall condense and highlight the contents of the bidder’s bid to provide the Consortium with a broad understanding of the bidder’s approach, qualifications, experience, and staffing.
- c) Bidder Qualifications. This section must provide a summary of relevant background information to demonstrate that the bidder will be able to successfully perform the contract. This section shall provide at least five (5) references where the same or similar scope of services was provided. References from educational institutions in San Diego County are preferred. This section must also list any current or pending litigation in which bidder is involved or has been involved in the last 5 years.

- d) Bid Pricing Sheets. This section must include the completed and signed Bid Pricing Sheets. Bid prices shall not include California sales or use tax or Federal excise tax. Please note that the pricing listed in the Bid Pricing Sheets shall be the maximum paid to bidder under the contract. Consortium will not reimburse costs or expenses, such as charges for packing and shipping.
- e) Additional Data. This section should include any additional information that the bidder believes is relevant.
- f) Required Forms. This section must include executed copies of each of the Required Forms included herein.
- g) Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Consortium; or (3) a certified check made payable to the Consortium. Such bidder's security must be in an amount not less than [insert dollar amount] as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within ten (10) calendar days after notification of the award of the contract to bidder, said security will be forfeited.
- h) Certification. This section must include an executed copy of the Bidder Certification Page included herein.

5. **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. No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof.
6. **AWARD OR REJECTION OF BIDS**. The contract will be awarded to the lowest responsive and responsible bidder(s). When bids are equal, the contract shall be awarded by a drawing of lots, which shall be witnessed by three (3) impartial observers. ***The Consortium reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to award more than one contract where product equivalency cannot be easily determined, and to waive any informality in the bids or in the bidding.***
7. **SAMPLES**. Bidders may be required to submit samples of each article on which bid is made. In such a case, samples shall be submitted to [insert administering district's name] and 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. 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 bidder's expense. The Consortium also reserves the right to request a demonstration.
8. **QUESTIONS**. Questions regarding this Request for Bids shall be directed to [insert contact information] by [insert date and time]. The Consortium's responses to such questions shall be issued on [insert date] and will be mailed or delivered to each person that received this Request for Bids. The Consortium is responsible only for that which is expressly stated in this Request for Bids and any authorized written addenda thereto.

[END OF INSTRUCTIONS TO BIDDERS]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Specifications**

[Consortium to insert]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**General Conditions**

1. **AWARD AND ADMINISTRATION:** The contract is being awarded by the North County Educational Purchasing Consortium and will be administered by [insert administering district's name].
2. **FORMAL BOARD APPROVAL REQUIRED:** Acceptance or recommendation of a bid does not constitute formation of a contract. A contract can be created only by formal approval by the Consortium's Governing Board and executed according to law.
3. **FIRM PRICING:** Any pricing provided in response to this Request for Bids must remain firm for the specified term of the contract.
4. **PIGGYBACKING:** There shall be no piggybacking on the contract that results from this Request for Bids.
5. **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 may assess a freight/delivery charge not to exceed the actual delivery cost to the vendor.
6. **MULTIPLE AWARDS:** The Consortium reserves the right to award this contract to multiple bidders, or to group like items in sections.
7. **DISQUALIFICATION OF BIDDER:** 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.
8. **PROTESTS:** Bidders may file a "protest" of a contract award with the Consortium. In order for a bidder's protest to be considered valid, the protest must:
  - a) Be filed timely and in writing as detailed in this paragraph.
  - b) Clearly identify in detail the specific issues related to the bid protest.
  - c) Clearly identify in detail the specific recommendation or action being protested.
  - d) Clearly identify in detail the specific grounds of the protest and the facts supporting the particular protest.
  - e) Include all relevant and supporting documentation with the protest at the time of filing.

If the bid protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid. Protests must be filed in writing with the Consortium within three (3) business days of the issuance of the Preliminary Notice of Intent to Award. If the protest is valid, the Consortium shall review the basis of the protest along with all relevant information and documents and will provide the protesting bidder a written decision.

9. **INSURANCE:** The successful bidder will be required to provide the Consortium with certificates of insurance in the types and amounts set forth in the contract included herein.
10. **PUBLIC RECORD:** Responses to this RFB shall become the exclusive property of the Consortium. At such time as Consortium Staff recommends bidder(s) to the Governing Board and such recommendation appears on the Board agenda, all such bids submitted in response to this RFB, become a matter of public record, with the exception of those parts of each bid which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary." A blanket statement of confidentiality or the marking of each page of the bid as confidential shall not be deemed sufficient notice of exception. The bidder(s) must specifically label only those provisions of the bid which are "Trade Secrets," "Confidential," or "Proprietary" in



nature. The Consortium shall not, in any way, be liable or responsible for the disclosure of any such records if disclosure is required or permitted under the Public Records Act or otherwise by law.

- 11. CONFLICTS OF INTEREST:** Per Government Code Section 1090, no Consortium employee whose position in the Consortium enables him/her to influence the selection of a contractor for this RFB, or any competing RFB, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a bidder or have any other direct or indirect financial interest in the selection of a contractor.

[END OF GENERAL CONDITIONS]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Contract**

**THIS CONTRACT** (“Contract”) made and entered into on \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, hereinafter called the Contractor and the North County Educational Purchasing Consortium, hereinafter called the Consortium. Contractor and Consortium may be individually referred to herein as a “Party,” or may be collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, the Consortium, on behalf of its member districts and its participating associate member districts (each a “Member District” and collectively the “Member Districts”) which are set forth in **Attachment A** hereto, desires to purchase certain goods, articles or services as further set forth herein;

**WHEREAS**, in accordance with relevant Public Contract Code Sections, the Consortium sought bids and evaluated responses, finding Contractor to be the lowest responsive and responsible bidder; and

**WHEREAS**, the Consortium now desires to enter this Contract with Contractor, on behalf of the Member Districts, as further set forth herein.

**NOW, THEREFORE**, the Parties do hereby contract and agree as follows.

**AGREEMENT**

1. **Goods and Services.** The Contractor shall furnish the item or items set forth in the “Specifications and Price Sheet” attached hereto as **Attachment B** as well as all transportation, service, labor, and material necessary to furnish and deliver the same in good condition in the manner designated herein, and in strict conformity with the Contract Documents (defined herein). Member Districts shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before the date of delivery to the respective Member District. It is understood by the Contractor that all items or services will be promptly delivered to the ordering Member District.
2. **Price and Payment.** The prices for the goods and services to be ordered under this Contract are set forth in the Specifications and Price Sheet attached hereto as Attachment B. Within thirty (30) days after delivery of any or all of the goods and services and their acceptance by the ordering Member District, the ordering Member District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefore, the sums set forth in **Attachment B**.
3. **Orders.** Member Districts may place orders by contacting the Contractor at the address, email, or phone number set forth herein.
4. **Delivery.** Upon an order by a Member District, Contractor shall deliver the ordered goods and services to the ordering Member District at the address set forth in **Attachment A** hereto. Contractor shall make such delivery within thirty (30) days of a Member District’s order, unless the Contractor and the ordering Member District otherwise agree in writing. All bids on items shall be F.O.B. the ordering Member District(s). In the event that the Contractor fails to timely deliver the ordered goods, the ordering Member District may impose a late fee charge. This charge shall be taken as a credit against the Contractor’s invoice to the ordering Member 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. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. In no instance shall any late fees assessed exceed the dollar value of the late delivered goods.
5. **Term.** This Contract shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall be completed within \_\_\_\_\_ (\_\_) consecutive days and/or by \_\_\_\_\_, 20\_\_\_\_, whichever is earlier (“Completion Date”), unless (i) earlier terminated as set forth herein or (ii) the Parties mutually agree to extend the term and such extension is formally approved by the Consortium’s Governing Board.

6. **Termination.** The Consortium may terminate this Contract for convenience, meaning without cause, upon ten (10) days' written notice to the Contractor. Further, if 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 stated herein, the Consortium may terminate this Contract upon five (5) days' written notice to the Contractor and may purchase said goods, supplies, or services elsewhere and may hold said Contractor responsible and liable for all damages which may be sustained thereby, such rights to be in addition to and not in limitation of any other rights or remedies available to the Consortium. In the event of an early termination, the Consortium shall pay Contractor for the work satisfactorily performed and the goods satisfactorily delivered prior to the date of the early termination. Such payment shall be Contractor's sole remedy and exclusive compensation and the Consortium shall not have liability to contractor for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.
7. **Right to Withhold Payment.** The Consortium may authorize a Member District to withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the Consortium/Member District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
8. **Additional Orders and/or Changes.** Should the Consortium at any time during the term of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation. The estimated cost of a proposed change shall be established (i) by an acceptable lump sum proposal from the Contractor, or (ii) by unit prices agreed upon by the Consortium and the Contractor.
9. **Time is of the Essence.** Time is of the essence in this Contract for each and every aspect in which time is a factor. The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the Consortium of the Contract and is obligated to completely and satisfactorily perform the Contract within the period or periods specified herein.
10. **Indemnification.** Contractor shall, at its own expense, indemnify and hold harmless the Consortium, the Member Districts, and their officers, agents, employees and volunteers (collectively "Consortium Parties"), from and against any and all claims, losses, demands, costs, damages, expenses, or other liability of any nature whatsoever, including attorneys' fees and costs, which arise out of or are in any way connected to this Contract and Contractor's performance of this Contract, unless it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of one of the Consortium Parties.
11. **Ordering Member District's Inspector.** All items shall be subject to the inspection of the ordering Member 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 Member District. 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 Member District.
12. **Removal of Rejected Items.** All items rejected by the ordering Member 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 Member District, and shall replace the same with satisfactory items.
13. **Delay Due To Unforeseen Obstacle.** 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, pandemic, quarantine, 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. The Contractor shall not be entitled to additional monetary compensation as a result of any excused performance set forth herein.
14. **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 Consortium's written consent.

15. **Independent Contractor Status.** 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. The Parties agree that (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of this Contract, (2) the Contractor's personnel shall only perform work that is outside the usual course of the Consortium's and the Member Districts' business, and (3) Contractor's personnel shall be engaged in business independent of the Consortium and the Member Districts. Contractor shall defend and indemnify the Consortium and the Member Districts against any claim by any Contractor-worker that it is actually an employee of the Consortium or a Member District.
16. **Insurance.** 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. 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 the Member Districts shall be excess and noncontributory." No later than ten (10) working days after the execution of this Contract, Contractor shall provide Consortium and the Members Districts 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, the Member Districts, and their officers, agents and employees as additional insureds under said policy.
17. **Permits and Licenses.** 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.
18. **Hazardous Materials.** Contractor shall comply with all Environmental Laws (defined herein) and all other laws, rules regulations, and requirements regarding Hazardous Materials (defined herein), health and safety, notices and training. Contractor agrees that it will not store any Hazardous Materials at any Consortium or ordering Member District facility without prior approval of the Consortium or the ordering Member District. 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 the ordering Member District from any exposure to Hazardous Materials generated or utilized in its performance under this Contract. 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 Consortium and the ordering Member 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 by, referred to in, 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 Consortium or the ordering Member District with respect to third persons under any Environmental Laws.
19. **Fingerprinting.** Contractor will not permit any of it employees who perform services under this Contract 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 harmless the Consortium and the Member Districts, their agents, officers and employees from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character which arise from or are connected with or otherwise related to 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 Contract.

20. **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 Contract, or occurring out of the performance of such operations. Contractor shall also at all times comply with any and all local, state and federal regulations regarding the COVID-19 pandemic, or any other pandemic or epidemic, at Contractor's own expense.
21. **Severability.** If any term, condition or provision of this Contract 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.
22. **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.
23. **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.
24. **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 Contract, and Contractor will permit Consortium to audit all such records and matters covered by this Contract.
25. **Safety.** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the Consortium and the Member Districts the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor shall also take all necessary precautions and follow all guidelines, rules, laws, and regulations related to COVID-19, as applicable.
26. **Anti-Discrimination.** It is the policy of the Consortium and the Member Districts that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and related policies. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the performance of this Contract. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.
28. **Entire Contract.** This Contract supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.
29. **Disputes.** Notwithstanding the requirements set forth in Government Code section 900 *et seq.*, any and all disputes that arise out of this Contract shall first be resolved by good faith negotiations between the Parties with the assistance of non-binding mediation. In the event either Party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association. Pending resolution of any dispute, Contractor agrees it will neither rescind the Contract nor stop its performance.
30. **Amendments.** The terms of this Contract shall not be modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both Parties.

31. **Governing Law.** This Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California and venue shall be appropriate in San Diego, California.
32. **Drug-Free and Smoke-Free Districts.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on Consortium and/or Member District property. No students, staff, visitors, Contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
33. **Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, electronic or otherwise, and all counterparts together shall be construed as one document.
34. **Notices.** All notices permitted or required under this Contract shall be given to the respective Parties at the addresses herein, or at such other address as the respective Parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service
35. **Effective Date.** This Contract shall become effective on the date it is fully executed by both Parties, which, with respect to Consortium, shall not occur until approved by the Consortium's Governing Board.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the below-named Parties.

<b>CONTRACTOR:</b> _____  <b>Authorized Signature:</b> _____ <b>Printed Name:</b> _____  <b>Title:</b> _____  <b>Address:</b> _____  <b>Phone:</b> _____  <b>Email:</b> _____  <b>Date:</b> _____	<b>CONSORTIUM:</b> _____  <b>Authorized Signature:</b> _____ <b>Printed Name:</b> _____  <b>Title:</b> _____  <b>Address:</b> _____  <b>Phone:</b> _____  <b>Email:</b> _____  <b>Date:</b> _____
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**ATTACHMENT A**  
**Member Districts**

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; PO Box 417  
Julian, CA 92036-0417

Oceanside Unified School District  
2111 Mission Avenue  
Oceanside, CA 92058

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

San Marcos Unified School District  
1 Civic Center Drive, Suite 250  
San Marcos, CA 92069-2952

Spencer Valley School District  
4414 Highway 78 & 79; PO Box 159  
Santa Ysabel, CA 92070-0159

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

Cardiff School District  
1888 Montgomery Avenue  
Cardiff-by-the-Sea, CA 92007-2313

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

Fallbrook Union Elementary School  
District  
321 Iowa Street  
Fallbrook, CA 92028-2108

Julian Union School District  
1704 Cape Horn Drive; PO Box 337  
Julian, CA 92036-0337

Rancho Santa Fe School  
5927 La Granada; PO Box 809  
Rancho Santa Fe, CA 92067-0809

San Pasqual Union School District  
15305 Rockwood Road  
Escondido, CA 92027

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

Warner Unified School District  
30951 Highway 79; PO Box 8  
Warner Springs, CA 92086-0008

Carlsbad Unified School District  
6225 El Camino Real  
Carlsbad, CA 92009

Escondido Union School District  
2310 Aldergrove Ave  
Escondido, CA 92029

Fallbrook Union High School  
2234 S Stage Coach Lane  
Fallbrook, CA 92088

MiraCosta Community College  
One Barnard Drive  
Oceanside, CA 92056-3899

Poway Unified School District  
13626 Twin Peaks Road  
Poway, CA 92064-3034

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

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

[Consortium to insert list of participating Associate Member Districts as applicable.]

**ATTACHMENT B**  
**Specifications and Price Sheet**

[Consortium to attach on a contract-by-contract basis.]



**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Bid Pricing Sheet**

[Consortium to insert. Desired format for Bid Pricing Sheet will likely vary based on goods/items sought.]

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Required Forms**  
**Non-Collusion Declaration**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the proposal on which this Contract is based. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

By: \_\_\_\_\_

Name: \_\_\_\_\_

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Required Forms**  
**Tax Identification**

Federal Regulations (26 CFR section 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the Consortium and the Member Districts require your federal tax identification number or Social Security Number, whichever is applicable. The Consortium and the Member Districts require a valid copy of a W-9 to be supplied upon request.

**TYPE OF BUSINESS ENTITY**

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Other

**TAX IDENTIFICATION**

\_\_\_\_\_  
Employee Identification Number

\_\_\_\_\_  
Social Security Number

License No.

\_\_\_\_\_

Classification:

\_\_\_\_\_

Expiration Date:

\_\_\_\_\_

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Required Forms**  
**Workers' Compensation Certificate**

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Labor Code section 3700, for the duration of any business activities conducted for which this contract is issued.
- I have and will maintain workers' compensation insurance, as required by Labor Code section 3700, for the duration of any business activities conducted for which this contract is issued.

My workers' compensation insurance and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that in the performance of any business activities for which this contract is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Labor Code section 3700.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines, in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest, and attorney's fees.**

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Bid Security Form**

Accompanying this proposal is cash, a cashier's check or a certified check payable to the order of the North County Educational Purchasing Consortium in an amount equal to \_\_\_\_\_.

This security shall become the property of the Consortium if this proposal shall be accepted by the Consortium through its Governing Board, and the undersigned fails to execute a contract with the Consortium within the required time; otherwise, said security is to be returned to the undersigned.

\_\_\_\_\_  
Print Name of Bidder

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name and Title of Authorized Agent

**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM**  
**Bid No. [Insert Bid No.] – [Insert Bid Name]**  
**Certification**

I certify that I have read the attached **Request for Bids [Insert Bid No.] – [Insert Bid Name]**, and the instructions for providing a response. I understand that documents I submit in response to this request may be subject to disclosure under the California Public Records Act. (Gov. Code, §§ 6250, et seq.) I further certify that I am authorized to commit the firm to the qualifications submitted.

**Signature:** \_\_\_\_\_

**Typed or Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Date:** \_\_\_\_\_

If responding as a corporation, please provide your corporate seal below:

**All materials submitted in response to this Request for Bids shall become the property of the Consortium.**