

NOR-CAL SCHOOLS JPA



NOR-CAL SCHOOLS JOINT POWERS ASSOCIATION

Increasing buying power for school districts of Northern California

Northern California Schools Joint Powers Association

BID #11-101

1/03/2011

NOR- CAL SCHOOLS JOINT POWERS ASSOCIATION
C/O TWIN RIVERS UNIFIED SCHOOL DISTRICT
PURCHASING SERVICES
3222 WINONA WAY, SECOND FLOOR
NORTH HIGHLANDS, CA 95660
TELEPHONE: (916) 566-1618
FAX: (916) 566-1792

BID NUMBER 11-101
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Nor-Cal Schools Joint Powers Purchasing Association, invites proposals for furnishing certain Paper, Instructional, Physical Education, Janitorial, Food Service, Bulbs, and First Aid supply items to be called the "1A", "1B", "1C", "1D", "2", "3", "4", "5", and "6" lists.

All original hard copies of bid forms shall be signed, sealed and delivered to the Twin Rivers Unified School District, Purchasing Services, the Nor-Cal Schools Administering agency, at **3222 Winona Way, Second Floor, North Highlands, CA 95660, Attn: Nor-Cal Schools JPA BID** on or before **4:00 P.M. local time, March 14, 2011.**

E-MAIL OR FACSIMILE COPIES ARE NOT ACCEPTABLE.

Bids will be publicly opened and read aloud on **March 17, 2011**, at the **Twin Rivers Unified School District, Purchasing Department, 3222 Winona Way, Second Floor, North Highlands, California, 95660.** All bids will be opened beginning at 9:00 A.M. Review of all bids will be made by the Nor-Cal Schools JPA Board of Directors as soon after bid opening as possible and following sample review and bid evaluations, scheduled to be completed by April 15, 2011. Bids will be available for inspection by vendors on April 22, 2011, and the final awarded bids will be posted on May 9, 2011.

Bid packages are available from the Twin Rivers Unified School District, Purchasing Department, and will be available to prospective bidders on **February 21, 2011.** Prospective Bidders may create their login and password accounts by visiting the Nor-Cal JPA website at: www.norcaljpa.org. Vendors may download Instructions and Bid Packages with access to the electronic format:

Assistance with web site access is available by contacting the following:

Nor-Cal Schools JPA
c/o Twin Rivers Unified School District
Purchasing Services
3222 Winona Way, Second Floor, North Highlands, California, 95660
(916) 566-1618 Phone
(916) 566-1792 Fax
e-mail: Ruth.Hall@twinriversusd.org

All of said bids shall be presented in accordance with specifications and general conditions on file at the Twin Rivers Unified School District. Failure to perform or complete the contract during the specified time may result in the vendor being excluded from the following year's bid.

A non-mandatory Pre-Bid Meeting will be held on **March 3, 2011 at 10:00 a.m., at the Twin Rivers Unified School District, 3222 Winona Way, Second Floor, North Highlands, CA 95660.** Vendors are encouraged to attend if they need assistance with the web based bid packages or have questions on the bidding procedures.

The Nor-Cal Schools JPA Board of Directors and or its designee reserves the right to reject any or all bids and to be the sole judge of the suitability of items offered.

BID PROPOSAL

RETURN BID PROPOSAL WITH YOUR BID NOR-CAL SCHOOLS JOINT POWERS ASSOCIATION List "1A", "1B", "1C", "1D", "2", "3", "4", "5", and "6"

TO: Nor-Cal Schools JPA
c/o Twin Rivers Unified School District
Purchasing Services
3222 Winona Way, 2nd Floor
North Highlands, CA 95660

FOR: Certain Paper, Instructional, Physical Education, Janitorial, Food Service, Bulbs,
and First Aid Supply
Items as further described on the attached commodity bid lists.

WE THE UNDERSIGNED HAVE STATED on the attached forms, which are made a part hereof, the prices and quantities at which we hereby agree to furnish and deliver the requested items according to the Notice to Bidders, this Bid Proposal form, Instructions to Bidders and General Conditions (hereinafter "Bid Documents"). By signing this Bid Proposal form, we hereby agree to comply with all Bid Documents which are hereby incorporated by reference as if fully setout herein.

All prices listed are **F.O.B. DESTINATION** as indicated in the General Conditions.

Prices quoted shall not include State or Local Sales Taxes or Federal Excise Taxes.

Bidders shall include below in both words and numbers the amount of discount offered for prompt payment, which shall be defined as payment within thirty (30) days from the later of delivery or invoicing ("Prompt Payment"). Discount terms for such prompt payment will be considered as part of the overall bid in evaluating offers to determine the successful bidder for award of the resulting contract.

We hereby offer the following discount for Prompt Payment:

_____percent (___ %) discount in payment in _____ (___) days of receipt of invoice.

If no Prompt Payment discount is offered, enter Zero (0%) above.

AFTER EACH COMMODITY GROUP BIDDERS MUST SELECT ONE OPTION AND INDICATE MINIMUM DOLLAR AMOUNT FOR FUTURE ORDERS.

WHEN NO OPTION IS SELECTED, AND NO MINIMUM DOLLAR AMOUNT IS INDICATED, THE NOR-CAL SCHOOLS JPA WILL SELECT OPTION #1, AND THERE WILL BE NO MINIMUM DOLLAR AMOUNT REQUIRED FOR FUTURE ORDERS.

NOTE: THE NOR-CAL SCHOOLS JPA RESERVES THE RIGHT TO AWARD CONTRACTS BASED ON ONE, ALL, OR ANY COMBINATION OF THE FOLLOWING OPTIONS. BIDS FOR EACH OPTION WILL BE EVALUATED INDEPENDENTLY OF THE OTHER OPTIONS.

OPTION 1 - All prices quoted shall be effective for a period of **One (1) year** from **May 9, 2011, through April 30, 2012**. Additional orders will be accepted by the vendor and deliveries made to the listed participating members. Under Option 1, the successful Bidder shall accept individual orders from Nor-Cal Schools JPA agencies under the terms and conditions of the Bid Documents throughout the one-year period. **All orders will be F.O.B. DESTINATION**. If the Seller chooses to indicate a minimum dollar amount in the bid, the Agency and Seller may negotiate shipping charges for orders under the minimum order amount.

OPTION 2 - All prices quoted shall be effective for a period of **Six (6) months** from **May 9, 2011 through October 31, 2011**. Under Option 2, the successful Bidder shall accept individual orders from Nor-Cal Schools JPA agencies under the terms and conditions of the Bid Documents throughout the six-month period. All orders will be **F.O.B. DESTINATION**. If the Seller chooses to indicate a minimum dollar amount in the bid, the Agency and Seller may negotiate shipping charges for orders under the minimum order amount.

OPTION 3 – All quoted prices shall be effective for a delivery by **July 30, 2011** and shall be offered for a one-time purchase by each Nor-Cal Schools JPA agency under the terms and conditions of the Bid Documents. All orders will be **F.O.B. DESTINATION**.

OPTIONAL EXTENTION FOR LIST 3; COMMODITIES 3320 AND 3325; CUSTODIAL:

Green Seal Products with Dispensers: The items in these commodities were awarded in April 2009, as a contract with the option to extend on an annual basis for a maximum of three (3) years. The members of the Nor-Cal JPA have voted to extend for the current fiscal year ending April 30, 2012.

OPTIONAL AGGREGATE BIDS:

In order to provide the maximum flexibility to the Nor-Cal Schools JPA members and to meet the needs of the diverse requirements of their school districts, the Office, Instructional, and Custodial Supply, Bidders are encouraged to list the percentage off the list price of their catalogued items not covered in the specifications of this bulk bid. Award of the bulk bid will not be affected by the Bidder’s response or non-response to the Aggregate bids. Discounts offered will be included as information to the Nor-Cal Schools JPA members from all responsible Bidders.

As the originator and author of this bid document, the Nor-Cal Schools JPA encourages qualified vendors to list the products represented in the final award of this bid and the Aggregates offered, on their Internet sites, for the use of Nor-Cal Schools JPA members.

AGGREGATE I – Office and Instructional Supplies

List the percentage off the list price of catalogue items not listed in the bulk bid specifications and offered to the Nor-Cal Schools JPA members through **April 30, 2012**. **All pricing should include shipping and handling.**

<u>Drop Ship:</u>	<u>% Discount:</u>	<u>Minimum \$ Amounts:</u>
<u>One District Location:</u>	_____	_____
<u>Multiple School Site Locations:</u>	_____	_____

AGGREGATE II – Custodial Supplies

List the percentage off the list price of catalogue items not listed in the bulk bid specifications and offered to the Nor-Cal Schools JPA members through **April 30, 2012**. All pricing should include shipping and handling.

Drop Ship: _____	% Discount: _____	Minimum \$ Amounts: _____
One District Location: _____	_____	_____
Multiple School Site Locations: _____	_____	_____

AGGREGATE III – Art Supplies

List the percentage off the list price of catalogue items not listed in the bulk bid specifications and offered to the Nor-Cal Schools JPA members through **April 30, 2012**. All pricing should include shipping and handling.

Drop Ship: _____	% Discount: _____	Minimum \$ Amounts: _____
One District Location: _____	_____	_____
Multiple School Site Locations: _____	_____	_____

The Bidder is a corporation____, partnership____, sole proprietorship_____.

I, the below-indicated Bidder, declare under penalty of perjury that the information provided and the representations made in this bid are true and correct.

[NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.]

The Bidder is a business organized and existing under the laws of the State of_____
Federal I.D. Number_____.

FIRM NAME: _____ **DATED:** _____

ADDRESS: _____
STREET, CITY, STATE AND ZIP CODE: _____

SIGNATURE: _____

TYPED OR PRINTED NAME AND TITLE: _____

TELEPHONE NUMBER:() _____ **FAX NUMBER:** () _____

E-MAIL ADDRESS: _____

INSTRUCTIONS TO BIDDERS

1. Bidders are notified that the Nor-Cal Schools Joint Powers Association presently consists of:

AGENCY

Archoe Elementary School District
Amador County Unified School District
Calistoga Joint Unified School District
Folsom/Cordova Unified School District
Galt Joint Union Elementary School District
Natomas Unified School District
Travis Unified School District
Twin River Unified School District
Vacaville Unified School District

DELIVERY ADDRESS

11755 Ivie Road, Herald, CA 95638
217 Rex Avenue, Jackson, CA 95642
1520 Lake Street, Calistoga, CA 94515
125 East Bidwell, Folsom, CA 95630
1018 C Street, Suite 210, Galt, CA 95632
1901 Arena Blvd. Sacramento, CA 95834-1905
2751 DeRonde Dr., Fairfield, CA 94533
3222 Winona Way, North Highlands, CA 95660
640 Boyd Street, Vacaville, CA 95688

NON PUBLIC AGENCY

Forest Lake Christian School

DELIVERY ADDRESS

12515 Combie Road, Auburn, CA 95602

After award, each successful Bidder will be notified by e-mail or letter of the awards, and the awards will be posted on the Nor-Cal Schools JPA website. Each agency will then issue a purchase order to cover the agency's requirements. Additional Agencies may join the Nor-Cal Schools JPA during the term of any contract awarded hereunder. The Bidder acknowledges that the same pricing shall be made available to those additional Agencies throughout the term of the contracts awarded hereunder.

2. Bid packages are available from the Twin Rivers Unified School District, Purchasing Services, and will be available to prospective Bidders in hard copy, or electronic format with password protected access to the Nor-Cal Schools JPA web site. Prospective Bidders may obtain bid packages or password access by written, phone, or e-mail requests made to:

Nor-Cal Schools JPA
c/o Twin Rivers Unified School District
Purchasing Services
3222 Winona Way, 2nd Floor
North Highlands, CA 95660
(916) 566-1618 Phone
(916) 566-1792 Fax
e-mail: Ruth.Hall@twinriversusd.org

3. The purpose of this bidding process is to establish pricing and terms and conditions for all Nor-Cal Schools JPA Agencies to use to place individual orders directly with the successful Bidders on an as needed basis. Each successful Bidder will be notified of its selection with a Letter of Award. The Letter of Award shall not obligate the Nor-Cal Schools JPA, its administering Agency or any member Agencies to make any purchases. However, the Letter of Award will enable Agencies to issue individual Purchase Orders to successful Bidders on the terms and conditions established in these Bid Documents. The Nor-Cal Schools JPA shall not be a party to each agreement between the Agency and the successful Bidder.

4. **BID REQUIREMENTS**

All bids (original hard copies of bid forms) shall be signed, sealed and delivered to the **Nor-Cal Schools JPA, c/o Twin Rivers Unified School District, Purchasing Services, 3222 Winona Way, 2nd Floor, North Highlands, CA 95660, ON OR BEFORE 4:00 P.M. LOCAL TIME ON MARCH 14, 2011. FACSIMILE COPIES ARE NOT ACCEPTABLE.** Bids will be publicly opened and read aloud at the **Twin Rivers Unified School District, Purchasing Services, 3222 Winona Way, 2nd Floor, North Highlands, CA 95660, on MARCH 17, 2011.** All lists will be opened and read beginning at 9:00 A.M. Bids will be available for inspection of all vendors three (3) weeks after bid opening, by appointment only. Successful Bidders will be notified as soon as possible after award by the Nor-Cal Schools JPA.

In order to preserve uniformity and to facilitate the award of contracts, no bids will be entertained or considered unless made upon the bid forms in hard copy.

Bidders are hereby notified that, when indicated on bid sheets, all prices shall be predicated on estimated shipment quantities as shown on the bid form.

The Bidder must, on all lists, bid separately on each Commodity Group. Bidders shall indicate on the bid form the unit price of each item listed, the total price for furnishing the total quantity of each item listed, and the total price for the Commodity Group.

All prices and notations must be typed or written legibly in ink. Mistakes may be crossed out and corrections inserted adjacent, but the corrections shall be initialed in ink, by the person signing the proposal. Corrections are not allowed after the time for opening of bids; illegible bids will be rejected.

Whenever the amount resulting from multiplying the unit price bid on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. Statement or communications with a proposal which serve to qualify a bid may void the bid.

DELIVERY DATES SHALL BE THIRTY (30) DAYS FROM THE DATE OF RECEIPT OF THE AGENCY PURCHASE ORDERS, UNLESS OTHERWISE SPECIFIED ON THE AGENCY PURCHASE ORDERS.

5. If unable to bid items as directed by our specifications, Bidders may submit alternate equivalent items for consideration; provided that the Bidders provide detailed specifications and samples for alternate items for evaluation by Nor-Cal Schools JPA. Failure to bid **EVERY ITEM WITHIN A COMMODITY GROUP** will make the bid for that Commodity Group **VOID**. If any item is discontinued by the manufacturer, please offer an alternate.

If items offered for bid requires orders in manufacturer's minimum packaging or case quantities, Bidders **MUST SO INDICATE** on the bid form. If packaging offered differs from that specified, Bidder **MUST SO INDICATE** on the bid form. If this information is not included on the bid, vendor will be required to furnish packaging as specified. If Bidder is quoting full cases only, Bidder **MUST SO INDICATE** on the bid. Each agency reserves the right to order by unit of issue, not manufacturers packaging, **overages will be returned at Bidder's expense.**

6. Each agency ordering has submitted their **ESTIMATED** quantities for purchase on this bid. Each agency reserves the right to increase or decrease these quantities as they deem necessary to meet the requirements for the coming fiscal year.

7. Brands

The use of the name of a manufacturer, any special brand, make and the words “or equal” in describing any item contained in these specifications and proposals, does not restrict the Bidders to that manufacturer or specific article, but is used simply to indicate the character or quality of the article desired; but the goods on which proposals are submitted must be, in all cases equal, in every particular to those referred to. The make or grade of the article on which a bid is submitted should be stated in the bid in every instance. When the trade name or number of an article appears in the specifications, it is intended to indicate the quality desired. **BLEMISHED GOODS ARE NOT ACCEPTABLE.** The Nor-Cal Schools JPA reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the referenced brands names. The Nor-Cal Schools JPA may require the Bidder to submit additional descriptive material and a sample in accordance with the requirements herein.

8. SAMPLES

If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished upon request, or the bid on the article will not be considered. When the Bidder quotes on a brand name as specified as a standard of the quality and the utility desired, a sample of the article will not be required unless specifically requested. Some brand samples will be requested to compare quality. Requested samples will be due on April 9, 2010.

Samples must NOT be sent with bid documents. Samples should be sent under separate cover and correctly identified as indicated by the instructions below:

Each sample so submitted must be marked in such a manner that the marking is securely affixed assuring identification of the sample.

- a. Name of firm providing sample
- b. Brand name and number
- c. The JPA item number and full description of the item
- d. Bidder must not mark prices on samples.
- e. When more than one sample is submitted for the same item, they shall be marked as Sample “A” and Sample “B”, etc.
- f. Samples should arrive as it would be received by the agency when ordered; i.e.: original box, package, set, or unit.

SAMPLES OF ITEMS AND THEIR RETURN, WHEN REQUESTED, MUST BE FURNISHED FREE OF EXPENSE TO THE NOR-CAL SCHOOLS JPA.

SAMPLES WILL NOT BE RETURNED UNLESS THE FOLLOWING REQUIRMENTS ARE MET:

1. Bidder must indicate that samples are to be returned in writing or on the form provided by the Nor-Cal Schools JPA **“Request for Sample”**. **Sample items should be marked “Return” so that items can be readily identified.**
(Please take into consideration that the Nor-Cal Schools JPA will be testing your sample and the returned item may be used or damaged due to the testing procedure.)

2. Bidder must provide with the samples a **UPS PICK UP NOTICE** for the items to be returned. (A pickup date from **May 1, 2011 – May 14, 2011** must be specified. **The return of samples shall be at Bidder's expense.**

9. **ACCEPTANCE OR REJECTION OF BID LISTS**

The Nor-Cal Schools JPA will recommend for award the bid on **EACH** Commodity Group, the total price of which, based on the unit price bid, equals the lowest total amount for furnishing the total quantity listed, less any cash discounts, to the Twin Rivers Unified School District Board of Trustees. The Nor-Cal Schools JPA reserves the right to reject any and all bids, or any or all items of any bid, or waive any irregularities of any bid.

10. **SALES, USE, AND FEDERAL TAXES**

Prices quoted shall not include State or Local Sales Taxes or Federal Excise Taxes.

11. **PRICES**

Prices must be stated for the estimated quantity specified hereon. If Bidder cannot bid any given item because of manufacturer or color changes, the Bidder shall bid an alternate and so specify. Low bids will be considered by Commodity Group. Prices must be quoted on the basis of F.O.B. Destination as designated on the Agency purchase order. All prices shall be guaranteed prices.

12. **AGGREGATE I – Office and Instructional Supplies**

List the percentage off the list pricing from the company product catalogue.

Those Bidders who carry **Office and Instructional Supplies** and wish to offer Nor-Cal Schools JPA members discount pricing for items not included in the bulk bid, are encouraged to indicate the discount pricing in the **Aggregate I** Section of the Bid Proposal (page 2). Bidders will list the discounts and type of shipping offered to the members.

Award of the bulk bid will not be affected by the Bidder's response or non-response to the Aggregate bids. Discounts offered will be included as information to the Nor-Cal Schools JPS members from all responsible Bidders.

13. **AGGREGATE II – Custodial Supplies**

List the percentage off the list pricing from the company product catalogue.

Those Bidders who carry **Custodial Supplies** and wish to offer Nor-Cal Schools JPA members discount pricing for items not included in the bulk bid, are encouraged to indicate the discount pricing in the **Aggregate II** Section of the Bid Proposal (page 2). Bidders will list the discounts and type of shipping offered to the members.

Award of the bulk bid will not be affected by the Bidder's response or non-response to the Aggregate bids. Discounts offered will be included as information to the Nor-Cal Schools JPS members from all responsible Bidders.

14. **AGGREGATE III – Art Supplies**

List the percentage off the list pricing from the company product catalogue.

Those Bidders who carry **Art Supplies** and wish to offer Nor-Cal Schools JPA members discount pricing for items not included in the bulk bid, are encouraged to indicate the discount pricing in the **Aggregate III** Section of the Bid Proposal, (page 3). Bidders will list the discounts and type of shipping offered to the members.

Award of the bulk bid will not be affected by the Bidder's response or non-response to the Aggregate bids. Discounts offered will be included as information to the Nor-Cal Schools JPS members from all responsible Bidders.

GENERAL CONDITIONS

Lists "1A", "1B", "1C", "1D", "2", "3", "4", "5" and "6"

1. FOR ALL LISTS:

Should identical bids be received from two (2) or more firms or companies for one (1) or more Commodity Group(s), the bid will be awarded by lot.

2. LIST 3; COMMODITIES 3320 AND 3325; CUSTODIAL:

These commodities are on a three year extendable contract beginning May 8, 2009 and ending on April 30, 2012.

3. DELIVERY

Delivery must be at times and points and in quantities specified on purchase orders. All materials not received as specified may be rejected by the Agency and returned to the Seller at the Seller's expense.

A packing slip must accompany each delivery. It is understood that the manufacturer's name and the Nor-Cal Schools JPA item numbers will appear on each packing slip.

LIQUIDATED DAMAGES FOR LATE DELIVERY WILL BE ASSESSED AS FOLLOWS:

ORDERS NOT RECEIVED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE AGENCY PURCHASE ORDER, OR THE DELIVERY DATE SHOWN ON THE AGENCY PURCHASE ORDER, WILL HAVE FIVE (5) PERCENT OF THE TOTAL INVOICE DEDUCTED. ORDERS NOT RECEIVED WITHIN SIXTY (60) DAYS OF THE RECEIPT OF THE AGENCY PURCHASE ORDER, OR THE DELIVERY DATE SHOWN ON THE AGENCY PURCHASE ORDER, WILL HAVE AN ADDITIONAL FIVE (5) PERCENT (TOTAL OF TEN (10) PERCENT) DEDUCTED FROM THE TOTAL INVOICE.

Delivery in advance of the time specified in the contract shall not be accepted unless the Seller has obtained prior approval from the Agency.

DELIVERY WILL NOT BE ACCEPTED ON ANY ITEMS REQUIRING MATERIAL SAFETY DATA SHEET (MSDS) UNLESS THE MSDS IS PRESENTED PRIOR TO UNLOADING.

4. INABILITY TO PERFORM

In the event the Seller is prevented from making delivery or otherwise performing on time, as specified in the contract, by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an "Act of God", which is not the fault of the Seller, the Seller shall not be required to deliver or perform subject to the following requirement:

The seller shall send written notice to the Agency of the Seller's inability to perform in accordance with the contract. The notice shall contain all facts that show the condition which prevents performance. The Seller shall send such notice as soon as possible but in no event later than the fifth day following the date of issuance of a purchase order:

- a. By the Agency or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
- b. The Agency may cancel the contract or purchase order entirely or in part.
- c. The Seller shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the Agency of a new purchase order or other written instruction.

5. INSPECTION, ACCEPTANCE AND REJECTION

All goods may be subject to inspection by the Nor-Cal Schools JPA and/or each Agency at destination, notwithstanding any payment or inspection at the source. The Agency shall give notice of rejection of goods delivered within a reasonable time after receipt of such goods. The cost of inspection on deliveries which do not meet specifications shall be deducted from the contract price. Acceptance by the Agency shall not waive any rights that the Agency may have at law or by express reservation with respect to any nonconformity.

6. RIGHTS AND REMEDIES FOR THE AGENCY FOR DEFAULT

In the event any goods provided by the Seller hereunder should fail to conform to the requirements herein, or to the sample submitted by the Seller, the Agency may reject such goods, and it shall become the duty of the Seller to reclaim and remove the goods promptly without expense to the Agency, and immediately replace such rejected items with others conforming to the specifications.

In addition to other rights and remedies the Agency may require the Seller, at the Seller's expense, to ship the goods via air, freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Seller.

In the event of the termination of the contract, either in whole or in part, by reason of default or breach by the Seller, any loss of damage sustained by the Agency in procuring any items that the Seller agreed to supply shall be borne and paid for by the Seller.

The Agency reserves the right to offset the reasonable cost of damages caused to the Agency against any outstanding invoices or amounts owed to the Seller or to make a claim against the Seller therefore.

7. ASSIGNMENT PROHIBITED

No contract awarded under this proposal shall be assigned except with prior written approval of the Nor-Cal Schools JPA.

8. PAYMENT

Payment of invoices for conforming goods will be made within thirty (30) days of receipt of the invoice provided that the invoiced items have been delivered and accepted by the Agency. Invoices are to be submitted to the receiving Agency on or after delivery of complete shipments of ordered merchandise. No partial payments shall be made for incomplete shipments. The entire discounted bid price shall apply to entire orders when payment is delayed as a result of incomplete shipments by the Seller.

9. MATERIALS DELIVERED

All correspondence and materials delivered shall clearly show the item number specified on the Agency's purchase order, the purchase order number and be clearly marked as to contents, including quantity. Failure to comply will result in refusal of merchandise.

If ordered in full pallet quantities, to facilitate unloading and warehousing, materials will be loaded on pallets. Pallets will be returned upon request, at seller's expense. **IT IS THE SELLER'S RESPONSIBILITY TO INSTRUCT THEIR CARRIERS TO THIS REQUIREMENT, CHARGES FOR PALLETS WILL NOT BE ACCEPTED BY THE PURCHASING AGENCY.**

10. NON-PERFORMANCE

In the event of failure on the part of the Seller to deliver as specified, the Seller may be removed from the Bidders list for a period of three (3) years. A Seller may request to be returned to the Bidders list in writing.

11. FEDERAL TAX OR STATE REGULATIONS

The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States of the State and all applicable regulations of the Federal or State governments, new, in effect or which shall be in effect during the period of such contract.

12. PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS

The Seller shall save, keep, bear harmless, and fully indemnify the Nor-Cal Schools JPA and/or the Agency or any of their officers from all damages or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the Nor-Cal Schools JPA and/or the Agency or any of their officers of items to be supplied by the Bidder.

13. STATE

"State" as used herein means the State of California.

14. PRE-QUALIFIED BRANDS ON CERTAIN ITEMS

For the purpose of certain Commodity Groups, such as List “1C”, Commodity Group “1C08”, Pencils, and List “2”, Commodity Group “2001”, Soccer Balls, only the specified brands will be accepted. Award of the total Commodity Group will be made to the lowest total bid from vendor bidding a specified brand for every line item. Bidders offering other brands may submit samples which will be evaluated for consideration on future bids.

Any manufacturer supplying items on this bid must agree to replace any such defective items furnished any user to the satisfaction of the members of the Nor-Cal Schools JPA.

Each item in these groups **MUST BE IMPRINTED** with the manufacturer’s name, brand name, and number.

15. MATERIAL SAFETY DATA SHEETS (MSDS)

DELIVERY WILL NOT BE ACCEPTED ON ANY ITEMS REQUIRING MATERIAL SAFETY DATA SHEET (MSDS) UNLESS THE MSDS IS PRESENTED PRIOR TO UNLOADING.

A MSDS is required for all classroom chemicals, cleaning supplies, products used to operate offset, mimeograph, spirit duplicating equipment, products used in art classes, maintenance and transportation department supplies, and office supplies, as required.

A MSDS is required to be sent to each ordering agency.

A MSDS is required to be presented to warehouse personnel by the hauler prior to unloading/accepting deliver on any chemicals, cleaning supplies, or other “toxic” items.

16. NON-COLLUSION AFFIDAVIT

Each bid must be submitted with fully completed Non-Collusion Affidavit on the form provided herein.

17. NEWLY MANUFACTURED GOODS

All goods furnished under these terms shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

18. CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the authorized contracting representatives of the Nor-Cal Schools JPA and the Seller. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

19. ATTORNEY FEES

If either party files an action or brings any proceeding against the other arising out of the contract, the prevailing party shall be entitled to recover as an element of the costs of suit and not as damages, reasonable attorney’s fees in such an amount as the court may adjudge reasonable. The “prevailing party” shall be the party who entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorney’s fees. No sum for attorney’s fees shall be counted for calculating the amount of judgment for purpose of determining whether a party is entitled to its costs or attorney’s fees.

**NOR-CAL SCHOOLS JOINT POWER ASSOCIATION
C/O TWIN RIVERS UNIFIED SCHOOL DISTRICT**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

_____, being first duly sworn, deposes and says that he or she is _____
(Title of Officer)

of _____
(Firm Name) the

party making the foregoing 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 no 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 the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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.

Signature: _____

Typed or Printed Name: _____

Company Name: _____

Address: _____

City, State and Zip Code: _____

DATE: _____