

Terms and Conditions**Cajon Valley Union Sch District****Bid #1322, Classroom(Office Supplies) Bid Terms and Conditions:**

District Contact Information:

Cajon Valley Union School District

Mailing Address: P.O. Box 1007, El Cajon, CA 92022-1007

Purchasing Department

Physical Address: 225 Roanoke Road, El Cajon, CA 92020

Phone: (619) 588-3010 Fax: (619) 441-0843

INFORMATION FOR BIDDERS

1. Cajon Valley Union School District invites vendors to submit sealed bids for the procurement of goods and services by the district. To streamline the process of executing these sealed bids, Cajon Valley Union School District is conducting all bids online using eSchoolMall's easyBid application (www.eschoolmall.com). For any questions concerning use of the application, bidder may contact eSchoolmall customer support at 1-877-969-7246 x3 or e-mail support@eschoolmall.com.

2. SECURING DOCUMENTS: Plans, specifications and other contract document forms will be provided with each Bid as electronic documents. These electronic documents can be downloaded and reviewed, filled out online or updated by hand as directed within the bid specific Terms and Conditions.

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

(a) Bids shall be provided to vendors through eSchoolmall's easyBid application. All information will be added and submitted by said vendor directly through easyBid application. Quotations are to be verified before submission as they cannot be corrected after bids are opened. No oral or telegraphic modifications will be considered.

(b) Before submitting a bid, bidders shall carefully examine the plans, read the specifications, and the forms or other electronically attached documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract. 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 Bid is listed only as an indication of the standards of quality and utility to that cited and does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration. If the item is being bid as specified, Bidder will select the "Quoted as specified checkbox" for each line item. If Bidder is responding with an alternate item, then bidder shall indicate alternate item within the item response notes and NOT select the "Quoted as specified" checkbox.

(d) All equipment and/or materials 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 District.

(e) Quantities shown in the specifications shall be understood as indicating the probable needs, more or less, of the Cajon Valley Union School District. In the event that brand names cannot be specified, bidders shall indicate the quality of the materials proposed in item response notes fields.

(f) Bids that require minimum purchases will not be accepted.

(g) The make or brand and grade of the article on which the bid is submitted should be stated in the bid response. If the District does not specify Make or Brand, the Bidder will need to add specific Make and Part number based on information within the terms and conditions. It will be understood to be the specific article named by the District. In the event that brand names cannot be specified, bidders shall indicate the quality of the materials proposed within the response notes of each line item.

(h) No quotation shall include California sales or use tax, or Federal excise tax.

(i) All quotations on items shall be F.O.B. school district locations or other points specified.

(j) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the prices quoted on the bid.

(k) Bids shall be submitted electronically through eSchoolmall's easyBid application on/or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the San Diego Commerce. It shall be the sole responsibility of the Bidder to submit bid in proper time. No Bids will be accepted by the application once the deadline has expired. Bid forms submitted via facsimile machine will not be accepted.

4. QUANTITIES: Quantities shown in the specifications represent the approximate annual amounts to be ordered within the contract period, not per order. BIDS THAT REQUIRE MINIMUM PURCHASES WILL NOT BE ACCEPTED.

5. MODIFICATIONS: Changes in or additions to the bid form, recapitulation of the work bid upon, alternative proposals, exceptions to any bid terms, or any other modification of the bid form(s) which is not specifically called for in the contract documents will result in the District's rejection of the bid as not being responsive to the invitation to bid. Any questions, requested modifications, or clarifications shall be directed to the bid administrator no later than five calendar days prior to the bid opening to allow for publication of addendum, if necessary.

6. ADDENDAS OR BULLETINS: Any addenda issued by the Cajon Valley Union School District during the time of bidding or forming a part of the documents for the preparation of his bid, shall be published as an addendum electronically and shall be made a part of the contract.

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid, by

submitting a written request to the district, at any time prior to the scheduled time for opening of bids, but not after the bid opening. Once request has been received, by Cajon Valley Union School District, the bid facilitator can electronically return the bid to vendor. If vendor intends to participate in bid after bid has been returned, vendor will need to re-submit bid to be included.

8. OPENING OF BIDS: Bids will be opened publicly through easyBid.

9. AWARD OF BID: The Contract will be awarded to the lowest responsive, responsible bidder(s). The Governing Board of Cajon Valley Union School District, however, reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, award bids based on total quantity for groups of similar items, and to waive any informality in the bids or in the bidding. The determination of the Board as to what constitutes an irregularity shall be final and conclusive.

10. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening thereof.

11. 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 plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, he may contact the Cajon Valley Union School District, Purchasing Department, to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by Cajon Valley Union School District through the application electronically. The Cajon Valley Union School District will not be responsible for any other explanation or interpretation of the proposed documents.

12. ASSIGNMENT OF CONTRACT: The Successful Bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the name without the consent in writing of the Board of Education. Notice is hereby given that the District will not honor any assignment made by the Bidder unless the consent in writing, as indicated above, has been given.

The bid is being issued pursuant to California Education Code Sections 39640, 39641, and 39873.

13. PAYMENTS/INVOICES: After delivery of any or all of the items hereinabove set forth and their acceptance by the Governing Board's representative, the District agrees to pay to the Vendor, within a reasonable and proper time, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item. Unless otherwise specified, the Vendor shall render invoices for materials delivered or services performed under the contract to Cajon Valley Union School District, P.O. Box 1007, El Cajon, CA 92022-1007, or email to invoices@cajonvalley.net. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name shown on the contract. The Vendor shall list separately any taxes payable by the

District and shall not include excise tax in the prices listed thereon.

14. CASH DISCOUNTS: Cash discounts shall be taken and computed from the date of acceptance of material or the date of the receipt of the invoice, whichever is later. Cash discounts of less than 30 days will be considered net.

15. INSURANCE: The Vendor shall maintain adequate insurance to protect him from claims under Workmen's Compensation Acts and from claims for damages of personal injury, including death and damage to property, which may arise from operations under this contract. The Vendor may be required to file certificates of such insurance with the District. Failure to furnish such evidence, if required, may be considered default by the Vendor.

The Vendor shall take out and maintain, during the life of this contract, such Public utility and Property damage insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract. For any of the work done under this contract, the Vendor shall also take out and maintain such Vendor's contingent or protective insurance that will protect him and the District from damage claims arising from the operations of any employee.

16. PERMITS AND LICENSES: The supplier and his employees or agents shall secure and maintain in force such licenses and permits as required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of the law.

17. EXCLUSIVITY: The District agrees to use the designated contract supplier as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency or other authorized bid such as the North County Educational Purchasing Consortium (NCEPC) bids.

The designated supplier reciprocally agrees to have adequate stock on hand to supply any and all orders within the delivery period specified in the Special Conditions.

18. CHANGES TO SCHEDULE, PRICING, AND/OR CONTRACT

The District reserves the right to make additions to, or deletions from the delivery sites to be served, any time during the period of the contract(s).

The District reserves the right to add or delete any and all related products at any time during the period of the contract(s)

The District reserves the right to cancel any awarded contract for any reason determined by the District to be detrimental to the health and welfare of students or school personnel or that seriously affects the quality of the service and to hold the vendor in default if he has caused such condition to arise. Such cancellation may be made by the District by giving thirty (30) days written notification to the supplier.

19. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and

conditions of the contract, the Vendor must be an independent Vendor and not an officer, employee, or agent of the District.

20. TOLL CHARGES: If it is necessary that the District place long distance telephone calls in connection with the purchase order/contract (for complaints, adjustments, shortages, failure to deliver, etc.) the supplier shall accept charges for these calls on a reverse charge basis.

21. FUEL SURCHARGES: Additional fuel surcharges on invoices will not be accepted as delivery is F.O.B. destination with any delivery costs to be included in bid pricing.

22. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this bid, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The bidder shall take affirmative actions to ensure the applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

23. I.R.S. REQUIREMENTS: The District shall view the legal position of the bidder as an "Independent Vendor" and that all persons employed to furnish services are employees of the bidder and not of the District.

(a) The District shall not be liable for any of the Vendor's acts or omissions performed under the contract to which the bidder is party.
(b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form will be provided to the successful bidder.

24. MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUTES) (COMMUNICATION WITH PUPILS): In performing this Agreement, the successful Bidder shall be required to prohibit its employees and its subcontractors from having contact with pupils.

Any employees who perform services under this agreement will not be permitted to come in contact with pupils or communicate with pupils. In the event Bidder 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, Bidder shall defend, indemnify, protect, and hold Cajon Valley Union School District and 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 District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Bidder's failure to prohibit its employees from having pupil contact or communication.

Any employee and/or subcontractors hired by Bidder shall be subject to and shall comply with this provision. Bidder and employee/subcontractor shall be jointly and severally liable for any injury that results from employee/subcontractor's failure to comply with this provision.

25. ETHICS IN BIDDING: The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Bidder to secure a lower proposal from another Bidder on that project (bid shopping). Suppliers should not request information for the Vendor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any Bidder found to be engaging in such practices to be a non-responsive Bidder and may reject its bid on that ground.

26. GRATUITIES: Bidders shall not provide, offer, imply, or otherwise extend any gratuities, including cash gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

27. BID BOND REQUIREMENT: This bid shall waive the bid bond requirement.

28. BID FORM: Vendors are expected to complete & sign Bid Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

29. VENDOR'S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE: Vendors are expected to complete & sign Vendor's Statement Regarding Maintaining a Drug Free Workplace Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

30. CERTIFICATE REGARDING WORKER'S COMPENSATION: Vendors are expected to complete & sign Certificate Regarding Worker's Compensation Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

31. NONCOLLUSION AFFIDAVIT: Vendors are expected to complete & sign Noncollusion Affidavit Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

32. DVBE: Minority, women, and disabled veteran bidders are encouraged to submit bids; three percent (3%) participation is encouraged. Bidders are encouraged to publish ads in a trade paper and DVBE focus paper as a good faith effort and provide any documentation with their bid.

33. FILL OUT BID COMPLETELY: including FULL manufacturer name, FULL Brand/trade mark name where applicable, part number and SKU number. If N/A, indicate on bid item response notes. Bids that are not filled in completely will be deemed unresponsive.
 

Bid Contact Information:

Amanda Cropp, Buyer, Purchasing, (619) 579-4866 or cropp@cajonvalley.net
Manager, Purchasing and Warehousing, (619) 588-3266

Cajon Valley Union School District Purchasing Department
Mailing Address: P.O. Box 1007, El Cajon, CA 92022-1007
Physical Address: 225 Roanoke Road, El Cajon, CA 92020
619)588-3010 Fax:(619)441-0843

SPECIAL PROVISIONS

1. TERM OF BID: This bid is a twenty-seven (27) month term, effective January 1, 2011 through March 31, 2013.

2. QUOTATIONS: Quotations shall be made on each item separately for delivery to a centralized warehouse, with NO minimum orders. Prices must be stated in units specified. Each item must be considered separately and not in combination with other items (unless otherwise specified). In all cases, wherever practical, prices quoted should be net including all trade discounts. Cash discounts of less than thirty (30) days will be considered net. Cash discounts when given will be figured from date of receipt of invoices, provided complete delivery of the order has been made.

When the quotation is on any "RECYCLED" paper, each item must be identified as well as indicate the percentage of "recycled" paper contained in the item.

3. DELIVERY: The bidder agrees to furnish upon receipt of a purchase order and deliver at all reasonable times during the period of the contract, upon request of the Purchasing Agent of said District, the items and articles which may be awarded to the bidder, in such amounts and quantities within the contract.

For delivery to a centralized location, it is the expectation of the District that delivery will take place within 10 business days maximum) from the date the order is received by the vendor. It is understood that the successful bidder will be required to deliver:

on an as needed basis with no minimum orders

Successful bidders are required to have stock on hand in the necessary quantities to supply any and all orders within the ten (10) business day delivery period or risk damages as listed in paragraph 4. The bidder shall immediately notify the District if delivery cannot be made within the specified deadline of ten (10) business days from date of order.

A vendor who does not deliver a product within the ten (10) business day period may be considered in default of contract for the affected line item(s). Furthermore, the District reserves the right to re-award such line items throughout the contract period to best meet the District's needs for stocking their warehouse should a default exist. Any vendor whose orders are consistently past the delivery time period as established in this bid will be disqualified from future awards by the District.

4. LIQUIDATED DAMAGES: In the event that delivery is not made within ten (10) business days, the District reserves the right to assess damages in the amount of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods, not to exceed the cost of the late delivered goods. Damages shall be taken as a credit against the contractor's invoice to the District. If the successful bidder provides sufficient evidence from the supplier to

document a shortage or other extreme conditions affecting their ability to deliver the goods, the District will consider the totality of the circumstances in its decision regarding the assessment of damages.

5. QUANTITIES: Quantities shown in the specifications represent the approximate annual amounts to be ordered, not per order. Note: although the bid is a twenty-seven (27) month term, the estimated quantities are based on expected annual (12-month) usage. BIDS THAT REQUIRE MINIMUM PURCHASES WILL NOT BE ACCEPTED.

6. PARTIAL ORDERS: The District will accept and expect partial orders so as to not delay other items on an order whenever possible.

7. SAMPLES: If a bidder proposes a brand other than specified, a sample of the proposed merchandise may be required. The bidder must specify the proposed brand by adding information in the response notes of that item and NOT select the "Quoted as Specified" checkbox. A sample of the proposed merchandise must be provided within five (5) business days of request. Samples of items must be plainly marked with the name of bidder, bid number, and item number.

Send samples addressed to:
CVUSD Purchasing Department
SAMPLES, Bid #1322, Attn: Amanda Cropp
225 Roanoke Road
El Cajon, CA 92020

Samples must be furnished free of expense to the Cajon Valley Union School District and if not destroyed by tests, when requested, will be returned at the bidder's expense. In all cases, when a sample is taken from a shipment and sent to a public testing laboratory for test, and the test shows that the sample does not comply with the specifications, cost of the test will be charged to the vendor.

8. PACKAGING: Indicate standard packaging in the item response notes fields, not only by individual display box but also by the shipping carton, and the District will endeavor to place orders that will allow the vendor to ship full cartons, thus necessitating the least amount of repackaging. Only full units of measure will be accepted (i.e., no eachs if order was for dozens).

NOTE: FOR PRODUCT ORDERED IN MANUFACTURER BOXES OR CASES, BOXES OR CASES MUST BE ORIGINAL, SEALED, FACTORY ISSUED, NO REPACKS, OR ALTERNATE PACKAGING. PRODUCT NOT RECEIVED IN ORIGINAL, SEALED, FACTORY CARTONS WILL BE RETURNED AT VENDOR EXPENSE.

9. ESCALATION: The successful bidder may request a price increase for good cause. Good cause will be determined in the sole discretion of the District. The decision of the District will be final. No price increase will be allowed sooner than 180 calendar days from the date of contract award. The successful bidder shall agree to negotiate any price change it requests. Requests shall be made in writing along with adequate pertinent documentation from the manufacturer or supplier to support any price change requested. No price changes can be effective until the request for the price change, with supporting documentation has been accepted by the District. No price increase shall exceed a total of more than fifteen percent (15%) markup of the awarded bid price per line item during the contract term. If the successful bidder is unable to provide adequate documentation to support the requested price increase, or the price increase exceeds the 15% maximum, the

District reserves the right to re-award the line item to the next lowest bidder(s).

10. FUEL SURCHARGES: Additional fuel surcharges on invoices will not be accepted as delivery is F.O.B. destination with any delivery costs to be included in bid pricing.

11. TOXIC ART SUPPLIES LEGISLATIONS: All art supplies must appear on the State of California Department of Health Services Safe Art and Craft Materials List or be approved by that Department.

12. AWARD: The bid will be awarded on an item-by-item basis to the lowest responsible bidder for some items and to the lowest responsible bidder for other groupings of items determined at the discretion of the District.

13. VENDOR QUALIFICATIONS: Vendors are expected to provide a salesperson to service the schools with technical help and other assistance as needed. Personal calls are preferable, but ready access by phone is also acceptable. Out-of-state vendors not providing toll-free calls will not be considered.

14. BID BOND REQUIREMENT: This bid shall waive the bid bond requirement.

15. BID FORM: Vendors are expected to complete and sign Bid Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed cropp@cajonvalley.net or electronically attached to bid. To electronically attach this form, click on the first bid item and under the notes & attachments column click on the paperclip icon. The signed original will be requested upon award of bid.

16. VENDOR'S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE: Vendors are expected to complete and sign Vendor's Statement Regarding Maintaining a Drug Free Workplace form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed cropp@cajonvalley.net or electronically attached to bid. To electronically attach this form, click on the first bid item and under the notes & attachments column click on the paperclip icon. The signed original will be requested upon award of bid.

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20. FILL OUT ITEM TO BE BID COMPLETELY: including FULL manufacturer name, FULL brand/trade mark name where applicable, part number and SKU number. Do not use abbreviations, initials, or acronyms. If N/A, indicate on bid item. Bids that are not filled in completely will be deemed unresponsive.

Close