

**Victor Elementary School  
District**

**BID NUMBER 23-007**

**Nutrition Services Equipment**

Ashley Pele  
Purchasing Manager

Victor Elementary School  
District  
12219 Second Ave  
Victorville, CA 92395  
(760) 245-1691

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**Kitchen Equipment**

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VICTOR ELEMENTARY SCHOOL DISTRICT  
NOTICE TO BIDDER

The Board of Trustees of the Victor Elementary School District of San Bernardino County, California invites and will receive sealed proposals for **BID #23-007** for the award of **Nutrition Services Kitchen Equipment** on or before **10:00 AM, on October 10, 2023** in the Purchasing Department of Victor Elementary School District, 12219 Second Ave, Victorville, CA 92395, after which time and place the bids will be opened and read in public.

Bids shall be made on forms prepared by the Victor Elementary School District. Bid forms, specifications and further information may be obtained from Ashley Pele, Manager, in the Purchasing Department, phone (760) 245-1691.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities which may be legally waived.

Published: Dates: (1) September 26, 2023 (2) October 3, 2023

VICTOR ELEMENTARY SCHOOL DISTRICT  
BID OBJECTIVE

The Victor Elementary School District (VESD) is seeking bids for kitchen equipment for Nutrition Services, Bid No. 23-007 which will be used by various school sites within VESD. This is a 1-year contract with 4 one-year options to renew at the Districts discretion. Bidder must agree that any contract awarded by VESD will be contingent on adequate funding and that any awarded contract may be terminated at any time by VESD. Bidders must agree to furnish kitchen equipment at the unit prices quoted in accordance with actual requirements throughout the contract period. Bidder must agree that the kitchen equipment for Bid No. 23-007 is non-exclusive and that the VESD will determine, in its sole discretion the types of product that are best for its use and the most cost effective for VESD. Bidders are advised that oral or written communications from the District shall only be through an official addendum.

All inquiries regarding this bid must be submitted in writing no later than October 3, 2023 to Ashley Pele, Purchasing Manager, at [apele@eesd.net](mailto:apele@eesd.net).

## INSTRUCTIONS TO BIDDERS

Specifications and/or Documents are available

at:

VICTOR ELEMENTARY SCHOOL  
DISTRICT  
Purchasing Department  
12219 Second Ave  
Victorville, CA 92395  
Attn: Ashley Pele  
Phone (760) 245-  
1691

### **Bid**

### **Proposal:**

No bid proposals shall receive consideration by the Victor Elementary School District for Bid #23-007 unless made in accordance with the following instructions:

**1. Deadline For Receipt of Proposals.** Bid proposals must be sealed and filed with the Purchasing Department located at 12219 Second Ave, Victorville, CA 92395, **on or before 10:00 AM on October 10, 2023.** All bids must be received on or prior to that date and time, after which bids will be opened and read in public. The District suggests that bids be hand delivered in order to insure their timely receipt. It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code 53068, any bids received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened.

**2. Requests for Information.** Any questions relative to the bid should be directed to the District designee, Ashley Pele, [apele@vesd.net](mailto:apele@vesd.net), at the address specified for receipt of bid proposals.

**3. Bid Proposal Forms.** Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures.

**4. Bid Pricing.** Prices are to remain firm for the initial term of the contract. Bid prices are to include transportation, shipping & delivery. The successful bidder is responsible for providing District with no less than thirty (30) days' prior written notification of any proposed price increases (price increases shall not be automatically made) However, if due to unforeseeable circumstances beyond the control of both the District and the successful bidder, a proposed price increase is over three percent (3%), the successful bidder shall provide a detailed explanation in writing with documentation to justify the proposed price increase. The acceptance of the proposed price increase will be at the sole discretion of the District.

**5. Noncollusion Affidavit.** Each bidder must return a fully executed

noncollusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The noncollusion affidavit is included in this bidding package.

**6. Clarification's.** Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.

**7. Execution of Forms.** Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection

**8. Withdrawal of Bid Proposals.** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of Forty Five (45) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Section 5100 et. seq.

**9. Addenda or Bulletins.** Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

**10. Award of Contract.** The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or no substantive irregularity as the interest of the District may require. The District reserves the right to award this bid by line item or in total which ever may be in the best interest of the District.

**11. Rejection of Bids.** The District reserves the right to accept or reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.

**12. Execution of Contract.** The successful bidder shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District the executed contract. In the event the bidder to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the bidder, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

**12. Drawings and Specifications.** Each bidder shall not be required to return to the District all drawings and specifications in an un mutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

**13. Evidence of Responsibility.** Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

**14. Taxes.** Taxes shall NOT be included in the unit prices of the materials, but may be provided as part of the Cost Analysis. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

**15. Bid Exception.** All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the Board of Trustees, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

**16. Discounts.** Any discount which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

**17. Prices.** Bidders must quote prices F.O.B. Victor Elementary School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

**18. Quantities.** The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

**19. Samples.** On request, samples of the products being bid shall be furnished to the District at no charge.

**20. Special Brand Names.** In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. **IF A BIDDER IS REQUESTING SUBSTITUTION OF AN EQUAL ITEM, THE BIDDER MUST CLEARLY INDICATE THE SUBSTITUTION ON THE BID PROPOSAL FORM. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID.** The District encourages alternate brands to be bid. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified.

**21. Container Costs and Delivery.** All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery.

**22. Bid Negotiations.** A bid response to any specific item of this bid with terms such as negotiable, will negotiate or similar, will be considered as non-compliance with that specific term.

**23. Indemnity.** The bidder must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.



**24.** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank and savings and loan certificates of deposit. The bidder shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

**25.** If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

**26. Governing Law and Venue.** In the event of litigation, the bid documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County.

**27. Delivery Deadline.** The equipment/materials sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid proposal on or before delivery time as indicated by vendor. This time limit is of the essence of the contract. A bidder's failure to provide the equipment/materials to the District by the contract date shall subject the bidder to liquidated damages in the amount of \$200.00 for each and every calendar day by which completion is delayed beyond the contract date.

**28. Internet Access.** It is the responsibility of all potential bidders who gain access to bid specifications through the internet. to contact the District with the Company name, address, telephone and fax number. This will ensure notification of any bid specification changes through addendum.

**29. Internet Access.** It is the responsibility of all potential bidders who gain access to bid specifications through the internet. to contact the District with the Company name, address, telephone and fax number. This will ensure notification of any bid specification changes through addendum.

**30. Participation.** Bidder agrees to extend the terms of the resulting contract to other political subdivisions, municipalities and tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Victor Elementary School District harmless.

The successful bidder will invoice each Agency separately. Invoices must show each Agency's purchase order number, and be mailed as directed by each separate Agency.

**BID QUANTITY CLARIFICATION**

Line item quantities are listed for bid pricing purposes only. The District reserves the right to increase or decrease quantities. District will determine final order quantities based on bid pricing and available budget at time of award.

Low bid will be determined by line item or total, whichever is in the best interest of the District.

## Bid Form Pricing Sheet

Equipment	Quantity	Specs	Cost and Delivery time
<b>Convection Steamer, Electric Preferably Cleveland Range Model or comparable</b>	<b>Minimum Two Needed</b>	<b>Specs:</b> <b>-Pressure less Steamer</b> <b>-2 compartments with individual generators</b> <b>-5 12x20 x 2-1/2 pans/compartment capacity</b>  <b>1 year parts and labor warranty</b>	
<b>Convection Steamer, Gas Preferably Cleveland Range Model or comparable</b>	<b>Minimum 5 needed</b>	<b>Specs:</b> <b>-Pressure less Steamer</b> <b>-2 compartments with individual generators</b> <b>-5 12x20 x 2-1/2 pans/compartment capacity</b>  <b>1 year parts and labor warranty</b>	
<b>Installation kits for both products listed above.</b>  <b>Water treatment system for both products listed</b>	<b>Minimum 7 needed</b>  <b>Minimum 7 needed</b>		

All quotes must include delivery, freight, uncrated and ready for use.

The District requests the option to purchase additional items from the bidder's catalog not listed in the bid:

- Yes
- No
-

**Optional: Please list any manufacturer discounts for catalog pricing**


**Piggybacking Clause: Kitchen Equipment Bid No. 23-007**

- Yes**
- No**

By submitting a bid, the successful bidder shall be deemed and construed to have acknowledged and agreed that, to the extent permitted by Public Contract Code sections 20118 and 20652, and during the period in which the Agreement is in effect (including, without limitation, any extensions thereof), the successful bidder shall allow other California public school districts and California community college districts to purchase the identical Kitchen Equipment specified in the Agreement on the same terms and conditions as set forth in the Agreement. The District hereby authorizes the purchase of Kitchen Equipment directly from the successful bidder by the other school like-size or smaller school districts and community college districts in the Los Angeles County, Orange County, Riverside County and San Bernardino County. Piggyback must first be approved in writing by both the district and the distributor, prior to implementing the bid. The District shall not be liable for the actions of school districts authorized to piggyback on this contract. Districts are to make payment directly to the successful bidder under the same terms and conditions that are applicable to the District under the Agreement. However, this section shall NOT apply to the catalog discount provision set forth in General Conditions, Section 11. Response will not affect the award of the contract.

VICTOR ELEMENTARY SCHOOL DISTRICT  
NONCOLLUSION DECLARATION

**#23-007**

**Nutrition Services Kitchen Equipment**

County of San  
Bernardino,

I, \_\_\_\_\_ being duly sworn, declare that I am \_\_\_\_\_ of \_\_\_\_\_ 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 not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other 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.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ California.

\_\_\_\_\_  
Signature

**Victor Elementary School District**

**BID #23-007**

**Nutrition Services Kitchen Equipment**

**ADDENDA**

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your bid.

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

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