

CLOVIS UNIFIED SCHOOL DISTRICT

BID PACKAGE FOR BID NUMBER 2892

Cafeteria Transport Carts

Eimear O'Brien, Ed.D.
Superintendent

Clovis Unified School District
1450 Herndon Avenue
Clovis, California 93611
(559) 327-9475

CLOVIS UNIFIED SCHOOL DISTRICT

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CLOVIS UNIFIED SCHOOL DISTRICT
NOTICE TO BIDDER

The Board of Trustees of the Clovis Unified School District of Fresno County, California invites and will receive sealed proposals for **BID NO. 2892** for the award of **Cafeteria Transport Carts** on or before **2:00 PM, on May 3, 2022** in the Purchasing Department of Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611, after which time and place the bids will be opened and read in public.

Bids must be accompanied by a bidder's bond, cashier's check or certified check for at least ten percent (10%) of the amount of the total bid. The bidder's bond or certified check shall be made payable to the Clovis Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Clovis Unified School District. Bid forms, specifications and further information may be download from District website <https://www.cusd.com/BidSchedule.aspx>

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)April 14, 2022 (2)April 21, 2022

CLOVIS UNIFIED SCHOOL DISTRICT

Michael Johnston
Associate Superintendent of Administrative Services

INSTRUCTIONS TO BIDDERS

Bid forms, specifications and further information may be download from District website <https://www.cusd.com/BidSchedule.aspx>

Bid Proposal:

No bid proposals shall receive consideration by the Clovis Unified School District for Bid No. 2892 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 1450 Herndon Avenue, Clovis, California 93611, **on or before 2:00 PM on May 3, 2022.** 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.
2. Requests for Information. Any questions relative to the bid should be directed to the District Superintendent or designee 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. 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.
5. Clarification's. Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee.
6. 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 evident 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 of the bid.

7. Bid Security. Bids must be accompanied by a bidder's bond, cashier's check or certified check for at least ten percent (10%) of the amount of the total bid. The cashier's check or bid bond shall be made payable to the order of the Clovis Unified School District. If bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the insurance commissioner to transact surety insurance in the State of California). Failure to provide bid security or bid security in the proper amount will result in rejection of the bid.

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 non-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.

13. Drawings and Specifications. Each bidder shall not be required to return to the District all drawings and specifications in an unmutilated 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Prices. Bidders must quote prices F.O.B. Clovis Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

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

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

21. 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.

22. 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 ensure safe transportation to point of delivery.

23. 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.

24. 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.

25. 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.

26. Substitute Security. In accordance with Section 4590 of the Government Code, the District will permit the substitution of securities for any moneys withheld by the District to insure performance under the contract. At the request and expense of the bidder, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall pay such moneys to the bidder upon satisfactory completion of the contract.

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.

27. 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.

28. 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.

29. 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.

30. 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.

Submission of a bid proposal constitutes the bidder's promise to pay liquidated damages as set forth above and the bidder's agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, bidder agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages actually sustained by the bidder's failure to complete the project by the contract date.

If the bidder becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the bidder from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to discharge the bidder's liability for liquidated damages, the bidder and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

31. 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 Clovis Unified 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.

CLOVIS UNIFIED SCHOOL DISTRICT

BID PROPOSAL FORM

Board of Trustees
CLOVIS UNIFIED SCHOOL DISTRICT
1450 Herndon Avenue
Clovis, California 93611
RE: **BID NO. 2892**

Dear Members of The Board of Trustees:

The undersigned, doing business under the firm name of _____

_____, having carefully examined the Notice to Bidders, the Instructions to Bidders, the Contract, the Specifications and all of the contract documents for the proposed **Cafeteria Transport Carts** proposes to perform the contract, including all of its component parts, and to furnish all materials and labor called for by them for the entire order, including all taxes as follows:

SUBMITTED BY:

COMPANY

ADDRESS CITY/STATE/ZIP

SIGNATURE PLEASE TYPE OR PRINT NAME

TITLE DATE

PHONE

District reserves the right to award bid by line item, or in total, whichever is in the District's best interest.

CLOVIS UNIFIED SCHOOL DISTRICT

COST ANALYSIS FORM

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Subtotal</u>
1	20 EA	CART, TRANSPORT (DISTRICT COMM #4191289 B03) PH1840 CARTER-HOFFMAN, VOLT 120, 13 AMPS, NEMA 5-15 PLUG (NO SUBSTITUTIONS)		
		7.975% sales tax		
		TOTAL BID		
		Estimated delivery lead time in number of days		

UNITS TO BE DELIVERED TO: 1690 DAVID E COOK WAY, CLOVIS, CA 93611

CLOVIS UNIFIED SCHOOL DISTRICT
NONCOLLUSION DECLARATION

BID 2892

Cafeteria Transport Carts

State of California)

ss.

County Of Fresno

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 ___, 2022 at _____ California.

Signature

**CLOVIS UNIFIED SCHOOL DISTRICT
PURCHASE ORDER CONTRACT**

This Agreement is made this _____ day of _____, 2022 by and between **Clovis Unified School District**, "District" and _____ "Seller" with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.
2. Seller has received notice of an award pursuant to Bid 2892 for the delivery of certain equipment, services, or other articles "Service".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Service. Seller agrees to deliver to school District's receiving station indicated on Purchase Order No. _____, the following service:

**Bid 2892
Cafeteria Transport Carts**

2. Time of Commencement and Completion. The Service shall be delivered in full to the District within _____ () Calendar days "Completion Date". Time is of the essence in this Contract.

3. Contracts. District agrees to pay Seller the sum of _____ (____), following timely receipt of the Equipment/Supplies and submission of an invoice to District.

4. Liquidated Damages. Seller agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Seller receives a written extension of time for delivery from District. Seller's failure to deliver the Equipment on time shall subject Seller to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Equipment is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Seller's failure to deliver the Equipment by the Completion Date.

The amount of liquidated damages to be paid by Seller to District for failure to deliver the Equipment on or before the Completion date will be Two Hundred Dollars and 00/100 (\$200.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Seller's default.

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller. In all events, Seller and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. Conformance to Contract Documents. Seller agrees that the Equipment to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the bid documents, specifications and any other writings which formed a part of the materials upon which the Seller was awarded this Contract.

6. Indemnity. Seller shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Seller's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. Transportation Charges. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated.

8. Inspection. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. Assignment of Contract. Seller agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

10. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

11. Miscellaneous Provisions

11.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

11.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

11.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Seller and their respective successors and assigns.

11.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

11.5 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Seller, by the execution of this Agreement, acknowledges that Seller has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

CLOVIS UNIFIED SCHOOL DISTRICT

BY _____
Director of Purchasing

Vendor
BY _____
Title _____

CLOVIS UNIFIED SCHOOL DISTRICT

BID NO. 2892

Cafeteria Transport Carts

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 _____