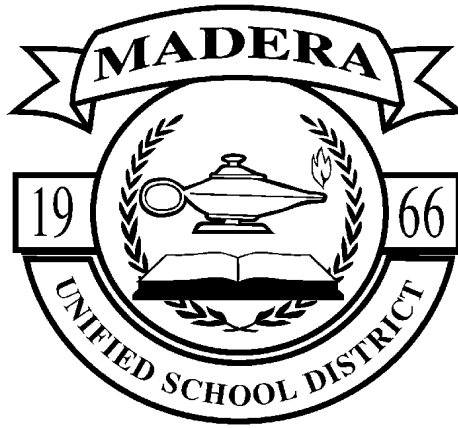


**Bid No.102423
Kitchen Equipment**



Sandon Schwartz
Deputy Superintendent

Contact:

**Susan Harautuneian
Director of Purchasing
1205 S Madera Avenue
Madera, CA 93637
559-675-4609**

susanharautuneian@maderausd.org

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MADERA UNIFIED SCHOOL DISTRICT
NOTICE TO BIDDERS

Notice is hereby given that the Madera Unified School District ("MUSD") will receive sealed bids for **Bid No.102423- Kitchen Equipment**

Sealed Bids must be received prior to **November 14, 2023 @ 10:00:00 am** in the MUSD-Purchasing Department, 1205 Madera Ave, Madera CA 93637, (located on the 2nd floor) after which time they will be opened and read aloud.

Bids must be sealed and shall be properly labeled with Bid number, Bid title, and name of Bidder on the outside of envelope. Faxed bids will not be accepted.

Bids must be accompanied by a bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid. The bidders bond or certified check shall be made payable to the Madera 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 ten (10) 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 Madera Unified School District. Copies of the Bid Documents maybe downloaded from Madera Unified School District Purchasing Department Website @ <http://www.madera.k12.ca.us/Page/6706>

Refer question to Susan Harautuneian via email @ susanharautuneian@maderausd.org no later than November 3, 2023 @ 10:00:00 am

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: October 24, 2023
October 31, 2023

SPECIAL INSTRUCTIONS:

MULTI-YEAR CONTRACT

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual written consent of District and Vendor for up to an additional two (2) one-year periods ("Extended Term") in accordance with provisions contained in the Education Code, Sections 17596 (K-12). If parties agree to an Extended Term, the quoted prices in the bid shall stay in effect during the entire Extended Term. Parties may negotiate a one-time price increase at the beginning of each Extended Term based on the Madera County Consumer Price Index (CPI), under the "ALL ITEMS" category per the unadjusted 12-month period ending the previous December, but may never exceed an increase of **five percent (5%)** from the previous term prices. In no event shall prices set forth in the bid be raised at any time without written approval by the District. In the event of a general price decrease, the winning bidder shall notify the District in writing and pass the decrease proportionate to the general price decrease to the District. The District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.

DELIVERY and SERVICE REQUIREMENTS:

It will be the responsibility of the awarded vendor to deliver to a specified location(s) at **Madera** Unified School District. The Awarded vendor will be responsible to setup new equipment and remove and dispose of old equipment and any packaging materials associated with the equipment.

The District will be responsible for disconnecting the old services prior to delivery. The District will not have equipment or staff available to assist.

GENERAL TERMS & CONDITIONS

Bid Proposal:

No bid proposals shall receive consideration by the Madera Unified School District for **Bid No. 102423** unless made in accordance with the following instructions:

1. **Deadline for Receipt of Bids.** Bid proposals must be sealed and filed with the Purchasing Department located at 1205 Madera Ave, Madera Ca 93637 (located on the 2nd floor), on or before 10:00:00 am on November 14, 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.

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 also 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 of the bid.

7. **Bid Security. Bid Proposals must be accompanied with a certified cashier's check, or bidder's bond for an amount not less than ten percent (10%) of the amount of the base bid.** The cashier's check or bid bond shall be made payable to the order of the Madera Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount, may 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. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or negotiations any or all bids and to waive any informality in the bidding.

11. Acceptance or Rejection of Bids – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

11. 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 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. 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. Madera Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

18. Insurance. The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Madera Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Commercial General Liability shall be \$2,000,000, general aggregate \$4,000,000 and Automobile Liability Combined Single Limit \$1,000,000. Worker's compensation and employer's liability \$1,000,000 is required. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

19. Contact with District Personnel. In order to control information disseminated regarding this bid, organizations interested in submitting proposals are directed **not** to make personal contact with District employees or Board Members. Questions regarding this Bid may be submitted in writing to: Susan Harautuneian at susanharautuneian@maderausd.org

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

21. Samples. (If Applicable) On request, samples of the products being bid shall be furnished to the District at no charge and sent within seven (7) days to the Purchasing Department, 1205 Madera Ave, Madera CA 93637. If you are bidding a brand that we have not purchased before, and you are one of the low bidders, we will request samples for evaluation.

22. 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 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.

23. 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.

24. 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.

25. 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.

26. Conflict. 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.

Continued

27. 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.

28. Bidder Default. 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.

29. 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 Madera County.

30. 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 \$1000.00 for each and every calendar day by which completion is delayed beyond the contract date.

Submission of a bid proposal constitutes the bidder's promise to pay liquidated damages as set forth above and the bidders' 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 Madera Unified School District harmless.

32. Invoicing. 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.

33. 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.

34. Material Safety Data Sheets – For all products requiring a Material Safety Data Sheet the District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

35. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

36. Prohibited Interests/Conflict of Interest. Provider is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Providers at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof.

Bid Pricing Sheet

Item Description	Estimated Qty	Unit Cost	Extended Cost
*Quicktherm-Retherm Oven-see attached specification.	20	\$	\$

*Must provide specifications at time of Bid turn in if submitting Bid with "or equal" items.

Grand Total \$ _____

Written Amount of Total Bid\$ _____

Signature (Printed)_____

Signature_____

BID PROPOSAL FORM

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 equipment, 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.

SUBMITTED BY:

COMPANY

ADDRESS

CITY/ STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

FAX /

EMAIL ADDRESS

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY
AND SUBMITTED WITH BID**

MUSD Bid No.102423-Kitchen Equipment

The undersigned declares:

I am the _____ of _____, the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____
[city], _____ [state].

Signature

Print Name

PRIME POINT OF CONTACT
BID No. 102423-Kitchen Equipment

Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the vendor's proposed offerings.

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number Fax Number

Title

Email Address

PIGGYBACK CLAUSE

Madera Unified School District hereby authorized other agencies (including public, private and charter school districts) to purchase equipment and services under Bid No. **102423- Kitchen Equipment** and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the vendor agrees to pay Madera Unified School District a reasonable 2% administration fee as allowed and provided for in Public Contract Code 20118 and 20652.

Under the terms and conditions of this contract the vendor may pass on the 2% and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of the Bid.

By signing below, Vendor agrees to allow other agencies (including public, private & charter school districts) to purchase equipment and services using the same terms and conditions of Bid No. 111522 and subsequent contract.

YES

NO

Date

Signature of Authorized Representative

Printed Name of Authorized Representative

Company Name

PLEASE SUBMIT AT LESAT THREE (3) SCHOOL DISTRICT REFERENCES

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries	

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per	

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION
(TO BE EXECUTED AND SUBMITTED WITH BID)

I hereby certify and declare that the undersigned Bidder has reviewed and understands, Prohibited Interests/Conflicts of Interest, and that Bidder has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate and thereby preclude Bidder from contracting with the Madera Unified School District. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Prohibited Interests/Conflicts of Interest, the contract between Bidder and Madera Unified School District may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

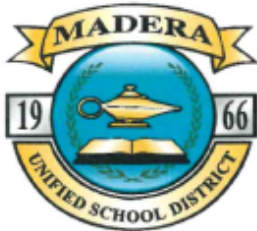
I declare under penalty of perjury under the laws of the State of California that **1)** Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, **2)** I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and **3)** the representations and certifications set forth herein are true and correct.

Dated: _____

[Company Name]

[Name and Title of Bidder's Representative]

[Signature]



**MADERA UNIFIED
SCHOOL DISTRICT**
1902 Howard Road
Madera CA 93637
(559) 675-4500
(559) 675-1186 Fax
www.madera.k12.ca.us

Board of Trustees:

President:
Ed McIntyre

Clerk:
Lucy Salazar

Trustees:
Nadeem Ahmad
Isreal Cortez
Joetta Fleak
Ruben Mendoza
Ray G. Seibert

SUPERINTENDENT:
Todd Lile

NOTICE

April 26, 2022

To: Contractors and Vendors

From: Sandon Schwartz, Deputy Superintendent

**Re: Contractor and Grantee Compliance with Economic Sanctions
Imposed in Response to Russia's Actions in Ukraine**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-ExecutiveOrder.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable. Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

Sandon Schwartz
Deputy Superintendent

Signature signifies acknowledgement of E.O. N-6-22

Signature: _____

EQUIPMENT SPECIFICATION

(see attached)

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