



BID #5725

**FOR
KITCHEN SMALLWARES AND UTENSILS**

**ISSUED: November 25, 2013
DUE: December 16, 2013**

**County of Ventura
General Services Agency
Procurement Department
800 S. Victoria Ave.
Ventura, CA 93009-1080**

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SECTION I INSTRUCTIONS TO VENDORS

1.0 DEFINITIONS

- 1.0.1 "Bid" means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or sole source.
- 1.0.2 "Bidder" means a supplier who submits a bid to the County in response to a solicitation.
- 1.0.3 "Solicitation" means the process, by whatever name known or in whatever form at used, of notifying prospective bidders that the County wishes to receive bids for furnishing goods or services.
- 1.0.4 "Supplier" means a business entity, bidder, offeror, vendor or contractor.

1.1 SUBMISSION OF BIDS

- 1.1.1 Bids must be hand delivered or sent via U.S. Mail, express mail or common carrier.
- 1.1.2 Submit one (1) original marked as "MASTER" and **one (1) identical copy** marked "COPY".
- 1.1.3 Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the County to be considered for award.
- 1.1.4 The bidder is solely responsible for ensuring that the full bid is received by the County in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The County shall not be responsible for any delays in mail or by common carriers or delays or missed delivery.
- 1.1.5 If no time for receipt of bids is specified in the solicitation, the bid shall be due by **3:00 p.m.** on the date indicated, Pacific Standard Time (PST)/Pacific Daylight Time (PST).
- 1.1.6 Generally, sealed bids will be opened and read on the due date and time unless another date and time is specified in the solicitation or any addendum thereto.
- 1.1.7 Bids received after the time stated will be considered non-responsive. Late bids are to be returned unopened to the bidder.
- 1.1.8 County reserves the right to reject any or all bids.

1.2 EVALUATION OF BID

- 1.2.1 Where more than one line item is specified in the solicitation, the County reserves the right to determine the lowest responsible bidder, either on the basis of individual items, groups of Items or on the basis of all items included in its solicitation, unless otherwise expressly provided.

SECTION I INSTRUCTIONS TO VENDORS

- 1.2.2 Unless otherwise specified in the solicitation, the County may accept any item or group of items of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid.
- 1.2.3 In the event that the bidder so objects, the County may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the County or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.
- 1.2.4 All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.
- 1.2.5 The County reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders. The County reserves the right to reject any and all bids submitted. Conditional bids or bids which take exception(s) to the specifications may be considered non-responsive and may be rejected.

1.3 SUBSTITUTIONS

- 1.3.1 Alternate product bid may be submitted for any item identified with the words "or equal." Complete manufacturer's specifications for alternates must be attached. Acceptance of a substitute is entirely at the discretion of the County and subject to the following qualifications:
- Equal in quality of materials used, in structural strength and in details of construction.
 - Equal in productive and mechanical performance.
 - Equal in finish, or in characteristics permitting specified finish to be applied.
 - Availability of replacement parts and maintenance service.
- 1.3.2 Manufacturer's name, trade names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.
- 1.3.3 Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item; such bids shall state brand names and numbers and include detailed specifications.

1.4 PROHIBITION OF ALTERATIONS & BID REJECTION

Bids which are incomplete or which contain alterations or items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County may not be considered.

1.5 OBLIGATION OF BIDDER

Each bidder shall be presumed to have examined the bid and to be thoroughly familiar with all specifications and requirements of this bid. The failure to or omission to examine any form, instrument or document shall in no way relieve

SECTION I INSTRUCTIONS TO VENDORS

bidder from any obligation in respect to this bid. The bid will be considered an acknowledgment on the part of the bidder of familiarity with all such conditions.

1.6 BID WITHDRAWAL

- 1.6.1 Bids may be withdrawn by written or telegraphic notice received by Procurement prior to the exact hour and date specified for receipt of bids.
- 1.6.2 A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the opening of bids.

1.7 CLIENT REFERENCE

Include a listing of three (3) clients that have recently purchased such **Kitchen Smallwares and Utensils** from the bidder at the time of bid. Client references should include Company/Organization name, contact person, title and telephone number to contact for information regarding the equipment's performance and service level.

1.8 AMENDMENTS TO BID

If it becomes evident that this bid has to be amended, a formal amendment will be issued to bidders. If necessary, a new bid due date will be established.

1.9 AWARD

- 1.9.1 County may award this contract to qualified companies meeting the specifications contained herein, capable of furnishing all necessary kitchen smallwares and utensils.
- 1.9.2 Section III: For Groups 1, 2, 3, 4 and 5 an award will be made on a total low basis within each group as listed on the Format Section III Bid Proposal.
- 1.9.3 Vendors must bid ALL items in a group to be considered for award. The bid may be awarded to two (2) responsive and responsible vendors (Primary and Alternate), offering the lowest total price per group.
- 1.9.4 A maximum of two (2) vendors per group, meeting all requirements, will be awarded. The primary awardee will be contacted for all orders. If the primary awardee fails to perform under the terms and conditions of the contract, the Alternate awardee will then be contacted.

1.10 BID CHECKLIST

Bidders are to include the following information with bid response:

- i. One original, marked as "MASTER" and **ONE** identical copy of the bid.
- ii. Bid –Signature Sheet, Section III
- iii. Section IV-Specifications with "Comply or Alternate" indicated
- iv. Complete literature & specifications on all "or equal" offered
- v. Piggyback Agreement

SECTION I INSTRUCTIONS TO VENDORS

1.11 SOLICITATION ADDENDUM (ADDENDA)

- 1.11.1 If a supplier received this solicitation through some means other than being a pre-qualified supplier on the County's supplier list, it is the responsibility of the supplier to advise the buyer of its intention to provide a bid so that addenda or other correspondence related to the solicitation will be sent to the supplier.
- 1.11.2 In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda required to be submitted by the buyer.
- 1.11.3 Price(s) offered shall reflect all addenda issued by the County. Failure to do so will permit the County to interpret the bid to include all addenda issued in any resulting contract.

1.12 ASSIGNMENT

This contract shall not be assignable by the contractor in whole or in part without the written consent of the County; such consent will not be unreasonably withheld.

1.12 VALIDITY OF BID

Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the response is due.

1.13 NON-RESPONSE

Non response to a bid may automatically remove your company from the County's supplier mailing list. If you are not bidding and want to continue to receive bids return your bid and write "No Bid".

SECTION II GENERAL TERMS AND CONDITIONS

2.0 TERM OF CONTRACT

The contract that results from the award of this bid will run from December 15, 2013 through December 14, 2015.

2.1 RENEWAL OF CONTRACT

At the option of the County, this contract may be renewed annually under the same contractual terms and conditions and at the same price (or lower), terms, and conditions for up to three (3) additional one year periods.

2.2 TERMINATION OF CONTRACT

County shall have the right to terminate this contract at any time upon giving ten (10) days written notice to vendor.

If the County terminates the contract, all finished or unfinished work prepared by firm under this contract may, at the option of the County, become the County's property and firm may be entitled to receive just and equitable compensation for any satisfactory work.

Termination of the contract pursuant to this paragraph may not relieve the firm of any liability to County for damages sustained by County because of any breach of contract by firm, and County may withhold any payments to firm for the purpose of set-off until such time as the exact amount of damages due County from firm is determined.

2.3 DELIVERIES

Delivery will be at no additional charge to the County. County departments will place orders as required for delivery on whatever basis best suits their needs. Deliveries will be prompt. Delivery is to be made on the next business day after orders are placed. All deliveries will be made during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the County.

Frequency of delivery of product will be determined by the needs of the using department. A packing slip showing the purchase order number and an itemized list of all items shipped will accompany each delivery.

In addition to the above deliveries, the successful vendor shall be prepared to make additional deliveries if deemed necessary by management of Ventura County Agencies. Note any exceptions on bid response.

Due care will be exercised in packing, handling, and shipping to assure arrival of the product in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent conditions, will be the responsibility of the vendor.

The delivery person must wait until staff is available at the delivery location and identify him/herself. The delivery person must get a signed receipt for all deliveries.

The submission of a bid will be evidence that the vendor is thoroughly informed of total delivery requirements for the County and agrees to make deliveries in accordance therewith. Failure to deliver as promised will constitute a breach of

SECTION II GENERAL TERMS AND CONDITIONS

contract and the County may procure items from another source at the best obtainable price on the open market.

The County may hold the vendor liable for the difference between the amount of the order and the price that the County paid. Vendor will not be held liable for delays in delivery if hindered by fire, strikes, or acts of God.

Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

2.4 FOB

All deliveries shall be F.O.B. Destination; Ventura, CA. The bidder shall be responsible for all freight claims.

2.5 TAXES

Prices quoted in the bid shall exclude all applicable Sales or Use Taxes. The County is subject to State and local sales tax.

2.6 USAGE REPORTS

Successful bidder(s) will provide quarterly usage reports, by delivery location, to Dan Thrower Sr, Senior Buyer, via e-mail at dan.thrower@ventura.org.

This report will be in order of most frequently ordered items to the least frequently ordered items.

The following information must be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period by County departments.

A representative sample of the usage report(s) bidder intends to supply must be submitted with bid.

2.7 AUDITS

Audits may be made of a supplier's cost price records in any of the following circumstances:

- End of the contract period
- Mid-term of the contract
- Any time monthly price reviews indicate a possible problem
- Questionable price increases
- Questionable lack of price decreases
- Substitution of cheaper brands or products

2.8 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivision of public corporation of California) located in Ventura County shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions as to the price of the product.

SECTION II GENERAL TERMS AND CONDITIONS

The County shall incur no financial responsibility in connection with a purchase order from another public agency.

The public agency shall accept sole responsibility for placing orders and making payment to vendor. **The granting of this option shall not be considered in bid evaluation.** Vendor will state in bid response willingness to extend pricing to other public agencies.

2.9 ABILITY TO PERFORM

Bidders must have a record of quality service and on-time delivery of the required quantities.

2.10 REFERENCE CHECKS

The County may make reference checks and obtain financial ratings of all bidders, joint venture partners or subcontractors in order to determine responsibility. Submission of a bid shall be consent to any and all reference checks.

2.11 PRICING

Prices shall include any and all charges associated with the performance of this contract and compliance with all specification and terms and conditions. Additional charges will not be allowed.

2.12 ADDITIONAL ITEMS

The successful bidder will supply the County with three(3) copies of a catalog listing all products available from the vendor, including those items awarded as a result of this Invitation To Bid.

Vendor will also issue updates of new items added to the line and special promotional items. The County will be able to order other than the bid items.

2.13 SUBSTITUTIONS

In the event of significant delays in delivery or price increases the supplier will be prepared to offer substitutions of equal or superior quality at equal or lower cost.

Supplier must obtain approval of the using agency prior to any such substitution. In all such instances each substitution should be labeled clearly as such on each invoice.

Substitutions should exist only for emergency situations.

2.14 INVOICING

Vendor will submit two (2) copies of invoices to the address indicated on the Purchase Order. Invoices will be itemized for each delivery, showing the Purchase Order number, release number, date of shipment, prices, quantities, and description of goods. Description will not be entirely encoded.

Invoices must show signature of authorized department representative.

The County does not pay interest on late payments.

SECTION II GENERAL TERMS AND CONDITIONS

2.15 INSURANCE

A.) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) 1. General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

NOTE: The WC requirement is waived ONLY IF the Contractor is a sole proprietor with no employees, volunteers or family members working in the business. Written notification is required.

- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

SECTION II GENERAL TERMS AND CONDITIONS

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

2.16 CASH DISCOUNT

Bids offering a cash discount of 30 days or more are awarded on the net dollar value - assuming the County will earn and deduct the discount.

2.17 COMMUNICATIONS – VERBAL

Any oral communications from the County concerning the Bid are not binding on the County and shall in no way excuse the Bidder of obligations as set forth in the Bid, unless the Bid has been formally amended.

2.18 NON-DISCRIMINATION

Non-discrimination

a. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

b. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

SECTION III BID FORM / SIGNATURE PAGE

SECTION III BID FORM / SIGNATURE PAGE

The following is a description of kitchen smallwares and utensils be delivered in this bid. All quantities stated are estimates based on one year's consumption; actual usage may be more or less on all items dependent upon demand. Please fill in the Unit Price for each item, and Extended Price (Estimated Quantity times Unit Price) for each item.

ITEM #	DESCRIPTION: Brand name, Item Name, Material (alum., S/S, plastic, etc.) Size, Model #, Case Qty.	VENDOR CATALOG #	VENDOR ITEM #	MFG. NAME	MFG. ITEM #	UNIT SIZE	UNIT PRICE	EXTENDED PRICE	IF IN STOCK PLEASE CHECK
Group 1	TABLEWARE								
	TES-003 RUN SOUP BOWLS TUXTON PASTA BOWLS								
	TU-100 POLYCARBONATE TRAY BROWN								
	3-COMPARTMENT ULTRAGUARD								
	602-12 2 OZ SALT & PEPPER SHAKER								
	TBS-110 11 1/2" RIM SOUP BOWL-PASTA BOWL TUXT								
	1000 16 1/2" X 22 5/16" PLASTIC TRAY ALEGACY								
	191ST 16 1/4" ROUND PLASTIC TRAY ALEGACY								
	TBS-016 10 1/2" PLATES TUXTON								
	335 PLASTIC WATER PITCHERS								
	N6914PC 12" PLASTIC BOWL CARLISLE								
	N7215PC 15" PLASTIC BOWL CARLISLE								
	HSB-112 BR BROWN PLASTIC SOUP BOWLS								
Group 2	UTENSILS & EQUIPMENT								
	K7001 101 CUP COFFEE URN								
	BO100 9" WIRE BASKET								
	R27 COLANDER								
	1607A 12 QT COLANDER								
	44448 HD GRILL BRUSH								
	22438 DRAIN KING FLAT STRAINER W/OVERFLOW BODY								
	34355 COMPLETE PRE-RINSE SYSTEM								
	140-136-000 SHELVES								
	435-240-000 SHELVES CLIPS FOR ABOVE								
	471-178 12" CHINA CAPS VOLRATH								

SECTION III BID FORM / SIGNATURE PAGE

ITEM #	DESCRIPTION: Brand name, Item Name, Material (alum., S/S, plastic, etc.) Size, Model #, Case Qty.	VENDOR CATALOG #	VENDOR ITEM #	MFG. NAME	MFG. ITEM #	UNIT SIZE	UNIT PRICE	EXTENDED PRICE	IF IN STOCK PLEASE CHECK
	# 1 EDLUND CAN OPENERS								
	47178 CHINA CAP STRAINER								
	435-240-000 SHELF CUP								
	47139 6 OZ DISHER VOLLRATH								
	47140 4 OZ DISHER VOLLRATH								
	401 EDLUND KNIFE SHARPENER								
	SSP-6 6 QTS S/S POTS UPDATE								
	389 OSTER HAND MIXER								
	WCT 810 TOASTER H.D. 4 SLICE COMBINATION 120 V WARING								
	WCT 800 TOASTER H.D. 4 SLICE 12 V WARING								
	48954 BBQ LONG HANDLE SPATULA								
	48955 BBQ LONG HANDLE TONGS								
	4980120 1 OZ ONE-PIECE HD LADLES BLACK VOLLR								
	4980230 2 OZ ONE-PIECE HD LADLES BLUE VOLLRAT								
	4980335 3 OZ ONE-PIECE HD LADLES IVORY VOLLRT								
	ESU ECO SECURITY UTENSIL COOKS								
	SKM-5QF 63/4 SKIMMERS UPDATE								
	EGU-8 Y POTATO PEELER UPDATE								
	LLSC7 ROUND FOOD WARMER WELLS								
	#P561687/SHORT CURTAIN STERO								
	561691/LONG CURTAIN STERO								
	HP 11 HAND PROTECTOR								
	908 BLENDER HAMILTON BEACH								
	101 CUP COFFEE URN REGAL								
	5746 6 OZ SOLID TURNER ALEGACY								
	4808820 SOLID TURNERS VOLLRATH								
	92110 64 OZ S/S SCOOP								
	46945 14" BASTING SPOONS SOLD VOLLRATH								
	68350 16 QTS COLANDER								

SECTION III BID FORM / SIGNATURE PAGE

ITEM #	DESCRIPTION: Brand name, Item Name, Material (alum., S/S, plastic, etc.) Size, Model #, Case Qty.	VENDOR CATALOG #	VENDOR ITEM #	MFG. NAME	MFG. ITEM #	UNIT SIZE	UNIT PRICE	EXTENDED PRICE	IF IN STOCK PLEASE CHECK
	12186CW 12 X 18 X 6 FOOD BOX CAMBRO								
	12189CW 12 X 18 X 6 FOOD BOX CAMBRO								
	1218CCW LIDS FOR ABOVE CAMBRO								
	22SFSW 22 QTS FOOD STORAGE CAMBRO								
	CCP 15 CLEAR CROCKS CAMBRO								
	SPO10-CW-135 CLEAR PLASTIC SPOONS								
	47140 DISHER VOLLRATH								
	9TGS 110 9" PLASTIC TONGS CAMBRO								
	4790920 9" TONGS VOLLRATH								
	4791220 12" TONGS VOLLRATH								
	47809-70 9 1/2" TONG VOLLRATH								
	47809-50 9 1/2" TONG VOLLRATH								
	47809-30 9 1/2" TONG VOLLRATH								
	52009 SPATULA/SCRAPER VOLLRATH								
	47178 CHINA CAP VOLLRATH STRAINER								
	630-834 10" CHEF KNIVES W/ DRILLED HANDLE								
Group 3	COOKWARE								
	31400 1/4 LID VOLLRATH								
	8034410 1/3 PAN VOLLRATH								
	40SC-148 1/4 PAN LIDS CAMBRO								
	64CW-135 1/6 PAN 4"DEEP CAMBRO								
	66CW-135 1/6 PAN 6"DEEP CAMBRO								
	34CW-135 1/3 PAN 4"DEEP CAMBRO								
	36CW-135 1/3 PAN 6"DEEP CAMBRO								
	30SC-148 1/3 LIDS CAMBRO								
	44CW-135 1/4 PAN 4"DEEP CAMBRO								
	46CW-135 1/4 PAN 6"DEEP CAMBRO								
	78421 S/S SAUCE PAN VOLLRATH								
	77754 STIR FRY VOLLRATH								

SECTION III BID FORM / SIGNATURE PAGE

ITEM #	DESCRIPTION: Brand name, Item Name, Material (alum., S/S, plastic, etc.) Size, Model #, Case Qty.	VENDOR CATALOG #	VENDOR ITEM #	MFG. NAME	MFG. ITEM #	UNIT SIZE	UNIT PRICE	EXTENDED PRICE	IF IN STOCK PLEASE CHECK
	3100020 SUPER SHAPE PAN VOLLRATH								
	3101020 SUPER SHAPE PAN VOLLRATH								
	3101120 SUPER SHAPE PAN VOLLRATH								
	3102020 SUPER SHAPE PAN VOLLRATH								
	22124 STP 1/2 PANS 4" DEEP S/S								
	22122 STP 1/2 PANS 2 1/2 DEEP S/S								
	IB36LIDCW LID FOR CAMBRO								
	30065 SUPER PAN FULL SIZE 6" DEEP								
	331568 WORK GLOVES W/ DOTS								
	POM17 GRILL & OVEN MITT								
	BIA2B BLUE BIB AAPRONS ALEGACY								
	BUTANE LIGHTER								
	48999 BBQ VEGETABLE GRILL HOLDER								
	30413 GLOVES-DOTTED POLYCOTTON								
Group 4	FOOD CARTS & RACKS								
	4520-88 BLACK UTILITY CART RUBBERMAID LARGE								
	4500-88 BLACK UTILITY CART RUBBERMAID SMALL								
	4436 H D PLATFORM TRUCK RUBBERMAID								
	4520-88 GRIP-HEIGHT HANDLE UTILITY CART								
	BLACK RUBBER MAID								
	4436 BLACK PLATFORM RUBERMAID								
	4471 BLACK PLATFORM TRUCKS RUBBERMAID								
	1183 LOW BOY UTILITY CART								
	3660 3' X 5' RED FLOOR MATS								
	ML 14 GREY PLASTIC TOTE BOXES PLASTIC								
	51598 WHITE ONE PIECE RUBBER SQUEEGEE								
	HD 108 HANDLES FOR ABOVE								
Group 5	REPLACEMENT PARTS								
	9503 TRAUlsen SNAP-IN GASKET 21 1/2" X 59								

SECTION III BID FORM / SIGNATURE PAGE

ITEM #	DESCRIPTION: Brand name, Item Name, Material (alum., S/S, plastic, etc.) Size, Model #, Case Qty.	VENDOR CATALOG #	VENDOR ITEM #	MFG. NAME	MFG. ITEM #	UNIT SIZE	UNIT PRICE	EXTENDED PRICE	IF IN STOCK PLEASE CHECK
	1/2" FOR MODEL AHT232 NUT SER: VO74200H93								
	60059 TRAUlsen SNAP-IN GASKET 22 1/2" X 59								
	3/4" FOR MODEL G20010 SER: T70644K07								
	16473 TRAUlsen SNAP-IN GASKET 29 1/4" X 67								
	1/2" FOR MODEL RRI 232 LUT SER: V515530G92								
	341-60083-00 TRAUlsen SNAP-IN GASKET 22								
	3/4 X 59 3/4" FOR MODEL RW 332W-X0007 SER: TP2223HO8								
	50596902 VICTORY DOOR GASKET 23 1/2" X 58" FOR MODEL RS 2D-SD SER: J9830598								
	50359401 VICTORY DOOR GASKET 30 1/4" X 69 1.4" FOR MODEL RIS 3D-S7 SER H0057418								
	908/90 BLENDER REPAIR KIT HAMILTON BEACH								
	990035900 BASE RING FOR HAMILTON BEACH								

Sealed bids will be received by the Ventura County Purchasing Agent until **3:00 p.m., [December 16, 2013](#)** at the:

Ventura County Procurement Services,
 General Services Agency, Hall of Administration
 Lower Plaza, 800 S. Victoria Ave
 Ventura, Ca 93009-1080

Mark the lower left hand side of your envelope with:

BID NO: 5725 DUE: 3:00 P.M. December 16, 2013

FOR **Kitchen Smallwares and Utensils**

ATTN: Dan Thrower Sr, SENIOR BUYER

SECTION III BID FORM / SIGNATURE PAGE

1. Bids may not be returned by facsimile machine

2. The website www.time.gov (pacific time zone) will be used as the official US Time.

If further information is needed, contact [Dan Thrower Sr](#), Senior Buyer, at the above address or by **phone: (805) 654.3753** or **email to: dan.thrower@ventura.org**

We have stated herein the prices at which we will furnish **Kitchen Smallwares and Utensils** as specified.

We have carefully reviewed the County of Ventura's Bid Terms and Conditions and attached specifications and attachments for **Kitchen Smallwares and Utensils** ([Bid #5725](#)). Therefore, I, the undersigned, hereby agree to deliver, within the time specified and the price quoted therein and without any additional charges to the County of Ventura.

1. Bid is valid for _____ days.
2. Discounts for payment of invoice within 30 days of receipt ____%.
3. Delivery: _____ calendar days after receipt of order.

COMPANY NAME

COMPANY ADDRESS

NAME

DATE

SIGNATURE

PHONE NO.

FEDERAL TAX ID#

FAX NO.

E-mail

SECTION IV SPECIFICATIONS

Kitchen Smallwares and Utensils

These specifications are not meant to limit the vendor: they are to be guidelines to minimum qualifications. Bids on equipment differing in minor detail from these specifications will be considered. Difference or alternations shall be **correctly stated** and described in detail by the bidder.

<p>Bidders shall fill in all boxes under the column marked – “Comply or Alternate.” Alternates to the following specifications must be explained in detail. Alternates may be detailed on a separate page and referenced to the appropriate section number. Failure to furnish this information may be cause for rejection of bid.</p>	<p>Answer “Comply or Alternate”</p>
<p>GENERAL PROVISIONS</p>	
<p>General</p> <p>The purpose of this bid is to establish a contract, at firm unit prices and pre-approve a pool of eligible vendors, for the purchase of kitchen smallwares and utensils, for the County Agencies and Departments. Bidders are requested to submit prices on a sample of Kitchen Smallwares and Utensils supplies typically ordered as listed on the Bid Sheet Section III. The County’s purchases will not be limited to this list.</p> <p>The quantities listed are approximate annual quantities based current purchases, however the estimates are probably low. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.</p> <p>All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing this bid.</p> <p>Vendors are requested to submit an alternate Bid Sheet for products with recycled content. The County will determine whether virgin or recycled content products will be purchased for this contract.</p> <p>Any manufacturers’ names, trade names, brand names, or catalog numbers used in the specification are there for the purpose of establishing and describing product size and quality level. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer. The County reserves the right to determine if the product being bid is an acceptable alternate.</p>	

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<p>1.0 <u>SCOPE OF WORK</u></p> <p>The County of Ventura is soliciting bids for Kitchen Smallwares and Utensils on an as needed basis. Items to be purchased include Kitchen Smallwares and Utensils as listed on the Bid Form.</p>	
<p>2.0 <u>AWARD</u></p> <p>County may award this contract to qualified companies meeting the specifications contained herein, capable of furnishing all necessary kitchen smallwares and utensils.</p> <p>Section I: For Groups 1, 2, 3, 4 and 5 an award will be made on a total low basis within each group as listed on the Format B Bid Proposal. Vendors must bid ALL items in a group to be considered for award. The bid may be awarded to two (2) responsive and responsible vendors (Primary and Alternate), offering the lowest total price per group. A maximum of two (2) vendors per group, meeting all requirements, will be awarded. The primary awardee will be contacted for all orders. If the primary awardee fails to perform under the terms and conditions of the contract, the Alternate awardee will then be contacted.</p>	
<p>3.0 <u>Orders</u></p> <p>It must be possible to place orders by phone call, fax or email. If an order form is necessary, it shall be mutually designed by the vendor and the County. Ordering via the internet is preferred, but not required.</p> <p>There will be no minimum order limits. The County will make every effort to consolidate orders.</p> <p>The vendor will not be allowed to substitute products ordered without the written consent of the person placing the order.</p>	
<p>4.0 <u>Packaging</u></p> <p>The vendor shall properly and securely package each order separately by delivery location. Each package must have a complete packing list attached.</p>	

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<p>5.0 <u>Packing List</u></p> <p>The packing list must include the following information: name of County employee placing order, delivery location, County account number, purchase order number, vendor invoice number, date, items delivered, items backordered, and pricing.</p>	
<p>6.0 <u>Backorders</u></p> <p>6.1 Backorders are permitted only if an effective method is in place to track backorders to the original order and to determine when the original order is complete. The vendor must notify the employee who placed the order if an item will take more than one week to deliver.</p> <p>6.2 If an acceptable backorder tracking system cannot be agreed upon, the vendor will not be allowed to ship backorders and instead must cancel items that cannot be delivered. In this circumstance, the vendor must notify the requestor when an item is canceled.</p> <p>6.3 A consistently high level of backorders will be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.</p>	
<p>7.0 <u>Returns</u></p> <p>7.1 County employees will notify vendor of receipt of incorrect, defective, or unwanted items. The vendor will pick up returns at the division's delivery location on the next business day. The driver will leave a written confirmation or receipt for items picked-up.</p> <p>7.2 All returns will be at no charge to the County and the County will receive full credit for them. A straight forward return procedure is preferred and vendors are requested to describe return procedure on Bid Sheet.</p>	
<p>8.0 <u>Credit Memos</u></p> <p>Credit memos must be issued within one week of pick-up of merchandise. Credit memos must reference the original invoice number. Credit memos must be issued on forms easily differentiated from invoices.</p>	
<p>9.0 <u>Service Representative</u></p> <p>9.1 The vendor must provide one full-time representative to respond to all questions regarding orders and billing.</p> <p>9.2 This requirement may be waived by Procurement Services if vendor demonstrates that more than one employee can effectively respond to County needs.</p>	

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<p>10.0 <u>Catalogs</u></p> <p>10.1 The vendor shall furnish a sufficient number of current catalogs to meet the requirements of the County. Catalogs are to be delivered to each location.</p> <p>10.2 All catalogs will be at no charge to County. The County prefers the vendor to issue a custom catalog of the County's contract items, if possible.</p>	
<p>11.0 <u>Samples and Testing</u></p> <p>11.1 When requested, product and dispenser samples shall be furnished free of charge to the County.</p> <p>11.2 These samples will be used to determine product quality, particularly if the vendor bids products not currently in use by the County.</p> <p>11.3 The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.</p> <p>11.4 Each individual sample must be labeled with the bidder's name, manufacturer's brand name and product number.</p>	
<p>12.0 <u>Exclusions</u></p> <p>12.1 Excluded from this specification are all items purchased separately on other County contracts, such as janitorial cleaning products.</p> <p>12.2 The County also reserves the right to bid separately any item where it is determined by the Procurement Services that:</p> <ol style="list-style-type: none"> 1. A substantial savings in cost will result due to a large quantity purchase. 2. That the commodity (or need) is not appropriately classified under this contract. 	
<p>13.0 <u>Payment</u></p> <p>13.1 The County issues payment to the firm approximately thirty days after receipt of the commodity (merchandise and/or service) and the correct original invoice, whichever arrives last.</p> <p>13.2 All invoices must contain the proper pricing as specified by the bidder in this request. In addition, all invoices must include the appropriate purchase order number. Invoices not including the proper purchase order number may experience delayed payment.</p>	

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13.3 The vendor must submit a statement and corresponding invoices on a regular basis. The statement will list all invoices for the period in ascending invoice number order. The invoices will be attached to the statement in the same order listed. Each invoice must include applicable sales tax. Order requisition and County account numbers must be on all corresponding invoices and credit memos. Monthly statements should include the following information: Invoice number, date item(s) purchased, dollar amount, and name of County employee making the purchase.

13.4 The County reserves the right to audit vendor's records when deemed necessary to verify correct pricing.

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**ATTACHMENT I
DELIVERY LOCATIONS
Bid #5725**

DELIVERY LOCATIONS

Vendor will coordinate delivery times and shrink wrapping requirements with each location prior to start of contract. Names and telephone numbers of points of contact are listed below.

Ventura County Agency	Delivery Location(s)	Delivery Days And Times	Contact Person
Sheriff's Dept	Custody-Food Services 800 S Victoria Ave Ventura, CA 93009	Tuesday & Friday Between 6:30-11:00	Gary Stallings 805-654-5006
	Todd Road Jail 600 S Todd Rd Santa Paula, CA 93060	Tuesday & Friday Between 6:30-11:00	Henk Van der Kraan 805-933-8518
Medical Center	Dietary Department 3291 Loma Vista Rd Ventura, CA 93003	Mondays & Thursdays @5:00 AM	Wes Clark 805-652-6191
Santa Paula Hospital	Dietary Department 825 North 10 th Street Santa Paula, CA 93060	Tuesdays & Fridays @8-10:00AM	Sally Osuna 805-933-8602
Probation	Juvenile Facilities – Kitchen Juvenile Justice Complex 4333 Vineyard Ave. Oxnard, CA. 93036	Mondays, Wednesdays & Saturday Delivery by 2:00 PM	Stacy Thompson 805-981-5594

Note: Since some of the deliveries will be to secure detention facilities, the Sheriff's Office will conduct background checks on contractor personnel who will be entering into those facilities. Furthermore, the Sheriff's office will require the delivery personnel to attend a jail in-service training, to orient the personnel to the rules and operating procedures that they are required to follow.

In addition to the above deliveries, the successful vendor shall be prepared to make additional deliveries if deemed necessary by management of Ventura County Agencies. The submission of a bid will be evidence that the vendor is thoroughly informed of total delivery requirements for the County **Sheriff/Pretrial Detention Facility and Todd Road Facility**, and agrees to make deliveries in accordance therewith.

**ATTACHMENT 1
Cooperative Purchasing Agreement
Bid #5725**

Kitchen Smallwares and Utensils

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivision of public corporation of California) located in Ventura County shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions as to the price of the product.

The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to VENDOR.

- Bidder's agreement or failure to agree to the "piggyback" agreement will not be a factor in award of the bid.
- Check one of the following:
- The prices, terms, and conditions in our bid/proposal are not extended to any other agency.

I hereby agree to extend all prices, terms, and conditions of my bid/proposal to any other public agency located in Ventura County with the following exception(s) noted on attached.

COMPANY NAME

NAME

SIGNATURE

PHONE NO.

E-mail

COMPANY ADDRESS

TITLE

DATE

FAX NO.
