

Johnson County
School Nutrition Program

Johnson County Board of Education
Director of School Nutrition, Redessa Crawford
Large Equipment Bid

2160 West Elm Street
Wrightsville, GA 31096

INVITATION FOR BID

LARGE EQUIPMENT FOR
Johnson County

Issued on: September 5, 2019
Final Date for Written Questions: September 11, 2019
Bid Due Date: September 19, 2019

Section 1

**INVITATION FOR BID LARGE EQUIPMENT
FOR JOHNSON COUNTY SCHOOL NUTRITION PROGRAM**

Date: September 5, 2019

Bid Title: LARGE EQUIPMENT

To: All Vendors

Announcement: The Johnson County School Nutrition Program is soliciting bids on large equipment.

Contract Term: This contract term will be from September 19, 2019-October 8, 2019

Submission Procedures: Sealed bids will be received subject to the terms of the solicitation, at the office of: Johnson Co. School Nutrition Program, 2160 W. Elm St., Wrightsville, GA 31021. The solicitation can be found www.johnson.k12.ga.us. or you may request that a paper copy be mailed to you by contacting Redessa Crawford at redessa_crawford@johnson.k12.ga.

Bid must be submitted on the Price Quote form furnished with this document. Price Quote forms must be completed in their entirety. Each vendor is required to furnish all information requested in the invitation for bid. The original bid must be submitted in a sealed envelope marked Johnson County BOE, Redessa Crawford, **Large Equipment Bid By 2pm** on September 19, 2019 at the location listed above. An electronic copy should be emailed to redessa_crawford@johnson.k12.ga.us

Bid Opening will be opened on September 19, 2019 at 2:00 p.m. Bids will be opened at Johnson County Elementary, 2160 W. Elm St., Wrightsville, GA 31096. Please allow ample time for delivery. Faxed bids will not be accepted. **Bids received late will not be considered.**

Contact Info: Redessa Crawford; redessa_crawford@johnson.k12.ga.us; 478/864/3446 Ext. 2713

Award Determination: Award for this Fixed-Firm Contract shall be made to lowest priced responsible and responsive bidders meeting all Johnson County SNP terms and conditions based on the award criteria set forth in the Special Terms and Conditions as consideration. The Johnson Co. BOE reserves the right to accept or reject any and all bids, in whole or in part, with a sound, documented reason and to waive any informality, which may result in awards to other than the lowest bidder, if such action would result in the “best value” for the Johnson Co. BOE SNP. The Johnson Co. BOE reserves the right to re-bid any or all items not assigned in contract.

Your interest and participation are solicited and appreciated.

USDA Nondiscrimination Statement SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

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DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.
- c) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - Consist of the Agreement between the Johnson County School Nutrition Program and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- h) **Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- j) **Purchase Unit** - The package configuration (case, carton, box, bag, etc.) by which the equipment would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.
- k) **Solicitation** - A document used by the Johnson Co. School Nutrition program to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, equipment, or service to be procured. Solicitations must also identify all the requirements which the offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.
- l) **NSLP** - National School Lunch Program
- m) **SBP** - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Johnson Co. BOE, School Nutrition Program is requesting sealed bids for Large Equipment due by September 19, 2019 at 2 p.m. Bids will be opened at 2 p.m. on September 19, 2019.

Bids shall be mailed or delivered to Redessa Crawford, Johnson County Schools, Nutrition Program, 2160 W. Elm St., Wrightsville, GA 31096. Bids must be enclosed in a sealed envelope and marked attention: Redessa Crawford, School Nutrition Director and "IFB Large Equipment"

Questions regarding this Invitation for Bid shall be directed to Redessa Crawford 478-864-3346 or redessa_crawford@johnson.k12.ga.us

Bidders may download solicitations by going to www.johnson.k12.ga.us.

I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Equipment to the Johnson Co. School Nutrition Program through sealed bids.
- b) The Johnson Co. School Nutrition Program is seeking to identify and select one (1) or more vendors to provide the item as listed in the attached equipment list (Attachment B). The selected vendor(s) shall provide equipment in accordance with the Standard Terms and Conditions, Special Instructions and the IFB.
- c) The Johnson Co. School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Johnson Co. School Nutrition Program.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on September 19, 2019 and terminate on October 8, 2019.
- b) **Renewal Option** - This contract may be renewed for up to (2) two one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

The Johnson Co. Board of Education is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Johnson Co Board of Education.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, "**IFB for Large Equipment.**"

- b) Bids must be received no later than September 19, 2019 at 2 p.m.
- c) Late bids shall not be accepted. The Johnson County School Nutrition Program shall not be responsible for late receipt of bids. Bids must be mailed or delivered and emailed to:

Johnson County School Nutrition Program
 Attn: Redessa Crawford, Director of School Nutrition
 2160 West Elm Street
 Wrightsville, GA 31096

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, at the Johnson County SNP's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Johnson County School Nutrition Program.
- e) The Johnson County School Nutrition Program has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

Issue Date	September 5, 2019
Final Date for written questions	September 11, 2019
Deadline for submitting bids	September 19, 2019
Bid Opening	Sept. 19, 2019 ,Johnson County Elementary, 2160 West Elm St. Wrightsville, GA 31096

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Johnson County School Nutrition Program.
- c) The Johnson County School Nutrition Program will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately ten days of opening the bids. Submitted bids shall remain valid during this ten-day period. The Johnson County School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Johnson County SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Johnson County School Nutrition Program shall be drafted from (a) the IFB and addenda, (b) the selected bid response to

the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Johnson County School Nutrition Program and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

- a) This Invitation for Bid (IFB) is issued by Johnson County School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Johnson County School Nutrition Program
Redessa Crawford, School Nutrition Director
2160 West Elm Street
Wrightsville, GA 31096

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Johnson County School Nutrition Program will accept only written inquiries regarding this IFB until September 11, 2019, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant

receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

SECTION 2

STANDARD TERMS AND CONDITIONS

This contract between the Johnson County School Nutrition Program and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in 2 CFR 200.213. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

III. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term ‘domestic commodity or product’ means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) **Termination** –The Johnson County School Nutrition Program reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such

notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Johnson Co. SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Johnson County School Nutrition Program defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

V. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) STATEMENT (2 CFR 200.321)

It is the intent of the Johnson County School Nutrition Program to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. CIVIL RIGHTS STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.),

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

X. RECORD RETENTION AND ACCESS CLAUSE

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Johnson County School Nutrition Program, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Johnson County School Nutrition Program reserve the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to Georgia code or administrative procedures. All protest shall be in writing and shall be delivered to the address of the individual listed in the “if you have questions” on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- the name, address, and telephone number of the protestor;
- the signature of the protestor or an authorized representative of the protestor;
- Identification of the purchasing agency and the solicitation or contract number;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested

The Johnson County School Nutrition Program shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify

that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

XIII. CODE OF CONDUCT

Per regulation 2 CFR 200.318(c) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

SECTION 3 SPECIAL INSTRUCTIONS

I. METHOD OF PAYMENT and PRICING INFORMATION

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

The pricing policy that you choose to submit must address the following concerns and should be outlined here:

1. It must pertain to all equipment in the solicitation, including freight on board (delivery, uncrating, and remove packaging).
3. Indicate when price changes take effect or substitutions of equal quality are warranted, in writing (email)
4. Once adjusted, be firm throughout the remaining contract period.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools in Johnson County. Training on the piece of equipment, if deemed necessary should also be included in bid price.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The Johnson County School Nutrition Program will make payment within thirty (30) days of receipt

of the invoice for properly received goods and services after inspection and acceptance of the equipment. Advance billings are not allowed.

II. INVOICING

a) Invoices, at minimum, shall consist of the following information:

1. School of delivery.
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all equipment purchased

b) Monthly statements will be broken down by school invoice and mailed to Redessa Crawford, Johnson County School Nutrition Office, 2160 W. Elm St., Wrightsville, GA 31096

III. METHOD OF SHIPMENT/DELIVERY

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.

b) In an emergency situation in which the Johnson County School Nutrition Program requires delivery in less than 5 days and the vendor cannot provide the equipment within the emergency delivery period, the Johnson County School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.

f) Delivery schedules that fall on a holiday will be made the following business day.

IV. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Johnson County School Nutrition Program discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Johnson County School Nutrition Program opinion, the best overall solution to meet the Johnson County School Nutrition Program specifications.

b) The Johnson County School Nutrition Program reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Johnson County School Nutrition Program

V. SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of Nutrition. Substitutions may be made only with prior approval of the Director of Nutrition. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is

lower than stated in the bid. Substitutions are to be priced at the same cost per serving as the original awarded item.

VI. ADDITIONAL BID INSTRUCTIONS

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Johnson County School Nutrition Program reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the Johnson Co. School Nutrition Program before the bid opening deadline Sept. 19, 2019. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** - Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than Sept. 11, 2019. Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, which will be posted on the Board of Education's website and notice of the issuance of the Addendum will be given to all parties recorded by The Johnson County School Nutrition Program as having received the IFB documents from the Johnson Co. SNP. Receipt of the Addendum should be acknowledged in the bid. Although the Johnson County School Nutrition Program will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) Bid examination -

- i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids -

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Johnson County School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Johnson County School Nutrition Program issuance of a written notice of such irregularities.

- iii) The Johnson County School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the Johnson County School Nutrition Program to award a contract. The Johnson County School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Johnson County School Nutrition Program.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Johnson County School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The Johnson County School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Johnson County School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Johnson County School Nutrition Program.

VII. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable equipment. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable equipment will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of equipment, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with equipment due to concealed damage will be addressed on a case by case basis. Rejected equipment must be picked up in less than 7 days.
- c) **Emergency orders** - In an emergency situation in which The Johnson County School Nutrition Program requires delivery in less than five (5) days and the Contractor cannot provide the supplies within the emergency delivery period, The Johnson County School Nutrition Program has the option to purchase those supplies from another source with no penalty to either party.

VIII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between The Johnson County School Nutrition Program and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

IX. ASSIGNMENT

The vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with The Johnson County SNP or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Johnson County School Nutrition Program.

X. INDEPENDENT CONTRACTOR AND INDEMNITY

The vendor shall act as an independent Contractor and not as an employee of The Johnson County School Nutrition Program. Vendor agrees to indemnify and hold harmless the Johnson County School Nutrition Program, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this IFB.

XI. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of equipment pursuant to the award on September 19, 2019.
- b) The Contractor must comply with the time of performance.

XII. FORCE MAJEURE (Best Practice - these are catastrophic events such as tornados, war, etc.)

If the Johnson County School Nutrition Program, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor’s performance for more than thirty (30) days, the Johnson County School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the Johnson County School Nutrition Program obligation to pay the Contractor for work already completed by the Contractor and the Contractor’s warranty for work already completed.

XIII. EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Johnson County School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Johnson County School Nutrition Program, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability

coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Johnson County School Nutrition Program. Such certificate shall be issued to: Johnson County School Nutrition Program, 2160 West Elm Street., Wrightsville, GA 31096

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

XIV. EXCEPTIONS

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

XV. WARRANTY

Successful Bidder shall fully warrant all EQUIPMENT furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior equipment in a timely manner to minimize the disruption of the Johnson County School Nutrition Program operations.

ATTACHMENT A
CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Johnson County School Nutrition Program, and _____ hereinafter called CONTRACTOR.

Johnson County School Nutrition Program and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. EQUIPMENT

CONTRACTOR shall provide all equipment as specified or indicated in the Contract Documents. Contractor shall supply and deliver Equipment to the Johnson County School Nutrition Program.

ARTICLE 2. CONTRACT TIME

The equipment deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

The Johnson County School Nutrition Program shall pay CONTRACTOR for delivery of Equipment in accordance with CONTRACTOR'S bid, which is attached hereto. The Johnson County School Nutrition Program shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

- Johnson County School Nutrition Program, Attention: Redessa Crawford, 2160 West Elm Street, Wrightsville, GA 31096

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Johnson County School Nutrition Program to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the equipment.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Johnson County School Nutrition Program and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A- Contract Signature Page
- Attachment B- Equipment Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Addenda

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, the Johnson County School Nutrition Program and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to the Johnson County School Nutrition Program and CONTRACTOR.

This Agreement will be effective September 19, 2019

Johnson County Board of Education

_____ Signature of School Nutrition Director

_____ Bidder's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B EQUIPMENT SPECIFICATIONS

Johnson County Elementary School

Item No. 1: One Section Pass-Thru Refrigerator

Manufacturer: Traulsen

Model: RHT132NPUT - 115V/7.2 amps, 26-3/8"W x 83-1/4"H x 37-15/16"D, 1/3 HP

Quantity: 1

Refrigeration System

A top mounted, self-contained, balanced refrigeration system using R-134a refrigerant is conveniently located behind the one piece louver assembly. It features an easy to clean front facing condenser, thermostatic expansion valve, air cooled hermetic compressor, plenum effect blower coil, large, high humidity evaporator coil located outside the food zone and a top mounted non-electric condensate evaporator. Biased return air duct protects against introduction of warm kitchen air, promoting even temperature maintenance and efficient operation. A 9' cord and plug is provided. Standard operating temperature is 34 to 38°F.

Controller

The easy to use water resistant INTELA-TRAUL® microprocessor control system is supplied standard. RS485 data port enables data communications for remote monitoring such as NAFEM Data Protocol, E-Control Systems® and others. It includes a 3-Digit LED Display and Fahrenheit or Celsius Temperature Scale Display Capability, In addition it includes audio/visual alarms for: Hi/Lo Cabinet Temperature, Door Open, Clean Condenser, Evaporator Coil and Discharge Line Sensor Failures, and Power Supply Interruption.

Cabinet Construction & Finish

Cabinet exterior front, one piece sides, louver assembly and doors are constructed of 20 gauge stainless steel with #4 finish. Cabinet interior and door liners are constructed of stainless steel (anodized aluminum in the A-Series). The exterior cabinet top and bottom are constructed of heavy gauge aluminized steel. A set of four (4) adjustable 6" high stainless steel legs are included. Doors are equipped with a gasket protecting metal d

Doors

Doors are equipped with a gasket protecting metal door pan, removable plug cylinder locks and guaranteed for life cam-lift, gravity action, self-closing metal, glide hinges with stay open feature at 120 degrees. Hinges include a concealed switch to automatically activate the interior incandescent lighting. Guaranteed for life, work flow door handles are mounted horizontally over recess in door which limits protrusion from door face into aisle ways. Doors have seamless, polished metal corners. Gasket profile and Santoprene® material simplify cleaning and increase overall gasket life. Anti-condensate heaters are located behind each door opening. Both the cabinet and door(s) are insulated with an average of 2" thick high density, non-CFC, foamed in place polyurethane.

- Serving Side: half-height doors provided through hinged Right
- Kitchen (thermometer) Side: Stainless steel full-height door hinged LEFT

Interior Arrangements

Full complement of Universal Tray Slides to be included. Credit for shelves to be provided.

Cabinet Supports

Cabinet to be supplied on four (4) 6" adjustable stainless steel legs.

Agencies & Listings

Units are to be listed by ENERGY STAR®, UL safety standards, and by NSF.

Warranty

Standard warranties to include both a three-year service/labor warranty and five-year non-prorated compressor warranty. In addition, both the door handles and hinges are to be covered by a lifetime warranty.

SCOPE OF WORK

FOOD SERVICE EQUIPMENT CONTRACTOR TO DELIVER, UNCRATE, SET IN PLACE, REMOVE ALL PACKAGING FROM JOB SITE AND TO REMOVE EXISTING COOLER AT THE FOOD SERVICE DIRECTOR'S REQUEST.

JOHNSON COUNTY MIDDLE/HIGH SCHOOL

ITEM 1 - PASS-THRU REFRIGERATOR ONE EACH

Traulsen Model RHT232WPUT-HHS

Spec-Line Refrigerator, Pass-thru, two-section, self-contained refrigeration, StayClear™ Condenser, stainless steel exterior and interior, standard depth, wide half-height door or doors with Santoprene® EZ-Clean Gaskets, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless steel legs, 5/8 HP, cULus, NSF

- 1 ea 115v/60/1ph, 8.6 amps, with cord & NEMA 5-15P, standard
- 1 ea 3 year service/labor, 5 year compressor warranty, standard
- 1 ea Thermometer side: Left door hinged left/right hinged right, standard
- 1 ea Rear: Left door hinged left/right hinged right, standard
- 22 ea EZ-change universal trayslide - per pair
- 6 ea Credit for standard coated shelf, deduct
- 4 ea Half height glass door in lieu of solid, per door, on top section

Food Service Equipment Contractor to deliver, uncrate, set in place, install, haul off existing box per Nutrition Director's request. FSEC to make a site visit to ensure all space and utilities are available

Johnson County Elementary Pass Thru Cabinet, Refrigerated \$ _____

Johnson County Middle/High Pass Thru Cabinet, Refrigerated \$ _____

Total Bid Amount \$ _____

Name of Company

Signature of Company Representative Authorized to Submit this Proposal

Printed Name of Representative

-

Business Address/ Street, City, State, Zip Code

Phone Number

Fax Number

Email

ATTACHMENT C VENDOR BID FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with Johnson County School Nutrition Program on the form included in the Contract Documents to perform and furnish all equipment as specified or indicated in the contract documents.

This Bid is submitted to: Johnson Co. Board of Education
 School Nutrition Program
 Redessa Crawford, Director
 2160 West Elm Street
 Wrightsville, GA 31096

This Bid is submitted on this date: November 14, 2018

This Bid is valid for ten (10) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Contact Name/Title: Redessa Crawford, School Nutrition Director
Contact Telephone: 478/864/3446
Contact Email: redessa_crawford@johnson.k12.ga.us

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____
Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that apply):

- Lobbying Certificate
- Equipment Specifications
- Vendor Bid Form
- Contract Signature Page

Authorized Signature of Bidder: (This bid form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

- Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for Equipment and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D

LOBBYING CERTIFICATE AND DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

USDA Nondiscrimination Statement SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

