

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: Oct. 31, 2018
Final Date for Written Questions: Nov.7, 2018
Bid Due Date: Nov. 14, 2018

Section 1

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

Date: October 31, 2018

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 November 19, 2018-January 4, 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 November 14, 2018 at the location listed above. An electronic copy should be emailed to redessa_crawford@johnson.k12.ga.us

Bid Opening will be opened on November 14, 2018 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."

TABLE OF CONTENTS

DEFINITIONS.....	5
SECTION 1 - TRANSMITTAL PAGE	6
SECTION 2 - STANDARD TERMS AND CONDITION	9
SECTION 3 – SPECIAL INSTRUCTIONS.....	12
SECTION 4 ATTACHMENTS.....	18
ATTACHMENT A - CONTRACT SIGNATURE PAGE.....	18
ATTACHMENT B– EQUIPMENT SPECIFICATIONS.....	20
ATTACHMENT C – VENDOR BID FORM.....	27
ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE.....	29

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 is requesting sealed bids for Large Equipment due by 11-14-2018 at 2 p.m. Bids will be opened at 2 p.m. on 11-14-2018.

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 November 14, 2018 and terminate on January 4, 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 November 14, 2018 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	Oct. 31, 2018
Final Date for written questions	Nov. 7, 2018
Deadline for submitting bids	Nov. 14, 2018 2pm
Bid Opening	Nov. 14, 2018 ,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 Nov. 7, 2018, 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 Nov. 14, 2018. 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 Nov. 7, 2018. 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 November 14, 2018.
- 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 November 14, 2018

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
JOHNSON COUNTY SCHOOLS

WALK IN COOLER/FREEZER SPECIFICATIONS

INSIDE INSTALLATION

GENERAL:

A. Walk-in cooler/freezer shall be constructed of pre-fabricated, precision-formed, modular panels designed for rapid field assembly. Walk-in cooler/freezer shall be manufactured by Kolpak “or equivalent”.

CONSTRUCTION PLANS AND INSTRUCTIONS:

A. Walk-in cooler/freezer shall be supplied with a complete set of installation instructions and erection drawings. All panels shall have panel identification corresponding with erection drawings to facilitate rapid and accurate field erection.

GUARANTEES:

A. Walk-in cooler/freezer panels shall be guaranteed for a period of ten (10) years after final approval against poor workmanship and defective materials. Any defect within this period shall be corrected at no charge to Owner. Refrigeration system shall be guaranteed for parts and labor for a period of two (2) years with an additional pro-rated three (3) years for parts only on the compressor.

CODES AND STANDARDS:

A. NSF Standards: Comply with applicable National Sanitation Foundation (NSF) Standard 7 construction and recommended criteria. Provide equipment with a NSF “Seal of Approval”.

B. UL Labels: Where available, provide UL labels on prime electrical components. Provide UL "recognized marking" on other items with electrical components, signifying listing

by UL where available. Provide UL approval of door electrical circuit assembly.

C. ASTM E-84: Comply with fire hazard classification ASTM E-84. Panels shall be supplied with a fire hazard classification in accordance with ASTM E 84 as performed by Underwriters Laboratories. Panels shall be classified by Underwriters Laboratories as having a flame spread rating of 25 or less and a smoke rating of 450 or less.

D. ASTM D-1929: Insulation shall be in compliance with ASTM D-1929 and D-3286 and shall provide a minimum self-ignition temperature of 650 degrees F.

PRODUCTS:

A. Furnish one (1) each walk-in cooler/freezer to be actual 18'5" x 19'4" x 8'6" high. Cooler inside dimensions are to be 7'3" x 18'8"; Freezer inside dimensions are to be 10'2" x 18'8". Hold these dimensions.

B. Walk-in cooler/freezer is to comply with the US Energy Independence & Security Act of 2007.

C. Interior and exterior wall finish to be stucco embossed aluminum. Interior ceiling finish to be 26 gauge stucco embossed white galvanized. Floor to be reinforced with foamed-in place Era anti-delamination support brackets. Plywood and substrate underlayment shall not be utilized based on the new DOE requirements for minimum R-Value for 4" thick floor panels. Provide 3/16" thick diamond treadplate aluminum overlay with seams running perpendicular with floor seams with coved base along entire perimeter. Overlay and coved base to be attached with stainless steel screws and adequately sealed underneath and at all seams with a high-grade butyl sealant. Floor to be designed to support rolling loads up to 5,000 lbs. per square foot.

D. Doors and door sections to have 48" high treadbrite aluminum diamond-tread kick plate on both sides. Provide 48" high treadbrite aluminum diamond-tread wainscot along entire exposed front.

E. Provide doors with stainless steel threshold with hug edges. Provide Kason 1832 heated pressure relief vent(s) as required within freezer. Provide matching angle trim at locations where cabinet abuts interior walls and matching closure panel between top of cabinet and kitchen ceiling.

F. All walk-in insulated panels shall consist of inner and outer metal pans, precision-formed on steel dies and equipped with cam action locking devices. Metal pans shall be stretcher leveled precision formed metal. Locking devices to be wrench activated precision cam locks spaced on centers not to exceed 46". All cam locks to be activated from cabinet interior. Vertical joints to have a minimum of three (3) cam locks. Insulation shall be 4" thick rigid, zero ozone depleting HFC 245-A blown Class 1 urethane foam classified according to UL723 (ASTM-E-84) as tested by Underwriters Laboratories.

G. Panels shall be 100% urethane foam insulation exclusive of metal pans. Perimeter structure shall be formed of urethane insulation forming tongues and grooves to assure vapor-proof and air-tight joints. Insulation shall be foamed-in-place to bond to inner surfaces of metal pans having a thermal conductivity factor ("K") of not more than 0.133BTU/HR./Sq.ft./Degree F./Inch. The overall coefficient of heat transfer factor ("U") shall not exceed .03 ("K" factor divided by panel thickness). The resulting "R" value or minimum assigned insulation efficiency rating shall be 31 or greater. All panels (except corner panels) shall be 11-1/2", 23", 34-1/2", and 46" wide for easy rapid assembly as selected to conform to drawings. To ensure exact alignment and maximum strength, corner panels shall be exact 90 degree angles and measure 12" in each horizontal exterior dimension.

H. Unit shall be fitted with two (2) each 34" x 78" swing-type hinged entrance doors. Doors shall be flush mounted, in-fitting type with finish, thickness and construction the same as for panels. Doors shall be equipped with a one-piece perimeter NSF approved removable gasket. A magnetic core at top and sides shall provide positive seal. An adjustable wiper gasket shall be mounted along bottom of doors. Door frames shall be provided with an LED vapor proof light fixture, 2" diameter chrome plated dial thermometer, heavy gauge reinforced stainless steel threshold and heater wire around the full perimeter. Doors and door frames shall be listed by U.L. Standard hardware shall be break-away type with cylinder lock and inside safety release handle so that doors can be opened from the inside even when locked. A positive action hydraulic door closer shall be included to ensure gentle closing action of door and ensure a positive seal.

I. Provide doors with hinged single pane (not bi-parting) vinyl swing doors and (3) each 1345 spring loaded hinges. Hinges shall be cam-lift, self-closing type with door lift-off capability. Hinges shall be field-adjustable.

J. Unit to be provided with one (1) interior Kason 1803 LED vapor-proof light factory mounted on interior face of each door section. Provide with factory mounted Kason 1967-3 combination dual temperature digital display and push button light switch located on exterior

face of each door section jamb and inter-wired to factory mounted vapor-proof light. All pre-wiring shall be accomplished at the factory by material and performance guidelines approved by Underwriters' Laboratories. Cooler compartment to have two (2) extra interior LED fluorescent, dual-bulb, 4' long vapor-proof light fixtures. Freezer compartment to have four (4) extra interior LED fluorescent, dual-bulb, 4' long vapor-proof light fixtures. Lights are to be designed to operate properly in their respective moisture and temperature environments.

K. Unit to be provided with one (1) interior vapor-proof LED light factory mounted on interior face of each door section. All pre-wiring shall be accomplished at the factory by material and performance guidelines approved by Underwriters' Laboratories. Lights are to be designed to operate properly in their respective moisture and temperature environments.

L. Provide one (1) each Scroll cooler condensing unit PC99MZOP-3E-B 208-230 volt, 3 phase, 11.4 MCA amps, 1 HP, pre-assembled remote, to maintain a constant temperature of 36 - 38 degrees F. Provide with all standard features plus low ambient kit & weatherproof housing. Unit must be an R-404 system. Provide one (1) each low profile evaporator coil AM26-117-1EC-PR-4, 115 volt, 1 phase, 1.8 amps.

M. Provide one (1) each Scroll freezer condensing unit PC549LZOP-3-B, 208-230 volt, 3 phase, 27.5 MCA amps, 5-1/2 HP, pre-assembled remote, to maintain a constant temperature of 0 to - 10 degrees F. Provide with all standard features plus low ambient kit & weatherproof housing. Unit must be an R-404 system. Provide one (1) each low profile evaporator coil EL46-182-2EC-PR-4-B, 208-230 volt, 1 phase, 2.0 fan motor amps, 19.2 defrost heater amps.

N. Provide refrigeration system with Arctic Fox Wi-Fi Demand Defrost Controller factory mounted on the Evaporator Coil. Provide Arctic Fox SmartGate router. System to include condensing unit, evaporator, and all necessary controls for proper operation. Factory installed components to include electronic expansion valve, solenoid valve, temperature control, sight glass, drier, pressure control, and (for outdoor systems) crankcase heater, low ambient controls and weatherproof housing. All evaporator fans are to be driven by electronically commutated motors. Controllers to be capable of e-mailing and texting temperature alarm conditions and logging 32 days of all data points and 366 days of temperature data. Logging data and monitoring to be available both on-site and remotely to facilitate diagnosis of component issues and super heat adjustments as necessary. Freezer system is to include a door switch mounted at the freezer door that communicates with the Controller to turn off the evaporator fans when the door is opened eliminating frosting and icing issues. Condensing unit is to be provided with heavy gauge angle iron, all-welded, painted unit racks.

SHELVING:

A. Provide one (1) lot of “Camshelving or approved equivalent” reinforced polypropylene shelving as manufactured by Cambro “or approved equivalent”. Provide stationary shelving, free standing, four (4) posts per unit, four (4) tier on 72" high posts, widths and lengths as shown on plan. Provide lifetime warranty against rusting.

FSEC RESPONSIBILITIES:

A. FSEC is responsible for removing existing walk-in cabinet. Dispose of existing walk-in cabinet as instructed by Owner.

B. FSEC is responsible for removing existing refrigeration systems and disposing of same properly as instructed by Owner. All refrigerant to be properly captured in an approved manner.

C. FSEC is responsible for delivering and installing cabinet, refrigeration systems and shelving, start up and checking all pressures, and pull down of units to above stated operating temperature. FSEC is to maintain an on site temperature check for 2 hours after start up with a pressure gauge check at the end of this time and is to also inspect and pressure gauge check the units the next day.

D. FSEC is responsible for the installation of the KE2 Therm monitoring connections between the controller and the SmartGate router. This connection is to be made by running a minimum CAT 5 Ethernet cable from the Ethernet connection on the Controller (which is factory installed on the Evaporator) to the Ethernet connection on an existing Router in the Manager’s Office. Running this cable shall be done in a neat and professional manner."

E. All refrigerant lines shall be extended in a neat and orderly manner. All copper tubing shall be securely supported with clamps and Unistrut. All copper tubing shall be refrigerant grade A.C.R. Type “L” hard copper attached with forged or wrought copper fittings. Silver solder and/or Sil-Fos shall be used to join all refrigerant piping. Soft solder is not acceptable. Conduit, wiring and refrigerant lines will be concealed within walls, ceilings, and floors of building as much as feasible.

F. Hard copper line sets are to be installed in accordance with acceptable refrigeration practices including utilization of any and all necessary line traps and line grading to maximize the flow of oil and refrigerant and/or condensate throughout the system.

G. All refrigerant piping to be pressure tested with nitrogen at 300 psi. After the condensing unit and coil has been connected, the balance of the system shall be leak tested with all valves open. The complete system shall be evacuated with a vacuum pump. Charge, test, and adjust each unit to make it operational. Suction line shall be wrapped with ½” wall Armaflex.

H. Drain line piping shall be A.C.R. Type “L” hard copper, properly graded and trapped outside of the compartments.

I. All walk-in panel penetrations are to be field drilled with PVC sleeves utilized. Sleeves to be internally sealed with polyurethane foam.

J. FSEC is responsible for all of the electrical between the electrical disconnect (provided and mounted by Owner) and all of the points of connection including control wiring. All electrical conduit is to be of lock tite type or field foamed in place.

K. FSEC is to make an on site visit prior to Owner performing any work related to this project to assure proper coordination of job sequence. FSEC is to make an on site visit after Owner work is completed and prior to walk in delivery to assure all dimensions are correct and as planned for and that all mechanical and electrical work to be performed by the Owner are correct and complete for the uninterrupted completion and integrity of the project.

Miscellaneous: FSEC is responsible to provide 4’x5’ concrete pads for compressors/condensers, verify location of compressors/condensers. Provide trim strips, closure panels, etc., as necessary to trim assembly to adjacent building surfaces. Provide clear plastic swing doors on each opening. Size to suit openings. All materials to be corrosion resistant. Hinges to be gravity type. Doors to be Cool Curtain Clear-vu swinging doors, CC industries. Inc. or approved equal. Provide heated pressure relief port in freezer. Provide sleeves properly located for utility entrance, drain lines, and refrigeration lines and after lines are installed, fill sleeves with spray foam compound, suitable for use in refrigerated spaces. Cold storage room shall be erected by factory trained or factory approved installers or shall be supervised by factory personnel. Refrigeration systems shall be furnished by cold storage room manufacturer and installed by factory approved personnel.

WALK-IN COOLER/FREEZER BID PRICES _____

SHELVING BID PRICE \$ _____

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

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."

