



Barrow County Board of Education
School Nutrition Program

**INVITATION FOR BID
SCHOOL NUTRITION PROGRAM
LARGE EQUIPMENT
BID#LE-17-0901**

Issued on: September 1, 2017
Final Date for Written Questions: September 11, 2017
Bid Due Date: September 15, 2017

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 and disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

This institution is an equal opportunity provider.

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DEFINITIONS

Addendum - A change, addition, alteration, correction or revision to a bid or contract document.

Bidder - A firm, individual, or corporation submitting a bid in response to this IFB.

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.

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the Board/SNP 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.

Damaged Item- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

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.

Solicitation - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, 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.

NSLP - National School Lunch Program

SBP - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Barrow County Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Large Kitchen Equipment. Bids are due by **September 15, 2017 at 9:00 a.m.** Bids will be opened at 9:00 a.m. at the Barrow County School System PDC.

Bids shall be mailed or delivered to the Barrow County Board of Education, School Nutrition Program, 179 W. Athens Street, Winder, GA 30680. Bids must be enclosed in a sealed envelope and marked "**IFB#LE-17-0901 for Large Kitchen Equipment 2017-2018.**"

Questions regarding this Invitation for Bid shall be directed to Pamela LeFrois, Director, Barrow County School Nutrition Department. 770-867-4527

Bidders may download solicitations by going to http://www.barrow.k12.ga.us/business/html/current_bids.html

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 Large Kitchen Equipment to the Barrow County Board of Education, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list (**Attachment B**). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) The Board/SNP 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 Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on October 1, 2017, and terminate September 30, 2018.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

The Board/SNP 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 Board/SNP.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **IFB#LE-17-0901 for Large Kitchen Equipment 2017-2018.**
- b) Bids must be received by the Board/SNP no later than September 15, 2017, 9:00 a.m.
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Barrow County Board of Education
School Nutrition Department
179 W. Athens Street
Winder, GA 30680

- 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, in the Board/SNP's sole discretion, may be given 24 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

Issue Date	September 1, 2017
Final Date for written questions	September 11, 2017
Deadline for submitting bids	September 15, 2017 , 9:00 a.m.
Notice to Proceed	September 27, 2017
INSTALLATION OF EQUIPMENT	NO LATER THAN WEEK OF November 1, 2017

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendor 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 Barrow County Board of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately thirty (30) days of the opening of

the bids. Submitted bid pricing shall remain valid during this thirty-day period. The Board/SNP 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 Board/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 Board/SNP 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 Board/SNP 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 Barrow County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Barrow County Board of Education
School Nutrition Program
179 W. Athens St.
Winder, GA 30680

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 Board/SNP will accept only written inquiries regarding this IFB until September 11, 2017 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	

SECTION 2 STANDARD TERMS AND CONDITIONS

This contract between the Barrow County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

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 (for bids over \$25k)

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 Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

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 the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. 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 Barrow County Board of Education 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 Board/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 Board/SNP 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. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the Barrow County Board of Education 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 Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

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 Barrow County Board of Education, 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 Barrow County Board of Education reserves 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 (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) 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 Barrow County Board of Education 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

Board of Education Code of Conduct: Policies and procedures mandated by the State Department of Education or the federal government shall be followed for all projects or purchases that involve state or federal funds.

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 TERMS AND CONDITIONS

I. **Bidders Responsibility**

A. Before submitting their bid, each bidder is required to carefully examine the Invitation to Bid Conditions and Specifications to completely familiarize themselves with all the terms and conditions that are contained within this bid. Failure to do so on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid. Bidder must initial each page of the bid conditions and specifications.

B. Incomplete or altered bids and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the District will not be considered.

C. It is the responsibility of the bidder to assure that the bid is received in the School Nutrition Office prior to the bid opening deadline date and time. Bid received beyond the bid opening deadline will not be accepted and will be returned unopened.

II. **Bid Award:**

Bid award will be made either by line item award or bottom line, whichever is indicated on the spreadsheet. Cost will not be the sole factor used in analyzing the overall value to the School District when evaluating the responses. The vendor's proven customer service record, product availability, specification adherence, clarity of bid submission, as well as, past history with the School District or other references will be used when determining the total value and bid award. Receipt of Rebates would be a consideration in the determination of the award.

III. **Time of delivery:**

A. All equipment and furnishings shall be delivered to the school site as indicated on the purchase order. Deliveries are to be FOB destination. All deliveries will require inside delivery and lift gate truck. Please indicate for each item the number of days required to make delivery after receipt of purchase order. Delivery shall be within normal working hours, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

Product protection guarantees: School districts have "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

Brand identification:

Brand names and numbers when given in bids are for reference to establish a quality standard unless

"no substitution" is stated in the specifications. Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal in quality. Specifications used are intended to be open and nonrestrictive. When no reference or change is made on proposal by bidder, it is understood that the specific item named on the proposal shall be furnished by the bidder. If bidding on other than the make, model brand or number shown, and offered as an equal, complete technical information, specifications, manufacturer's name, catalog reference and a catalog cut must be attached to the proposal letter. Failure to include the supportive information will result in the item automatically being rejected. The School Nutrition Department shall be the sole judge in making determination as to the quality. All decisions are final. This is a qualified product specification. Bidders must bid on the specific name brand items requested.

Unit price prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Term of Contract and Price Changes: The term of this contract shall be for one year renewable up to two additional years from the date of award. The pricing submitted for the first year of the contract will remain fixed. Upon the anniversary date of each contract year the vendor may submit a price increase in writing for consideration, to the School Nutrition Department, with proper justification for the increase on the manufacturer's letterhead from the manufacturer. Product price increase requests may not exceed the U.S. Department of Labor-Bureau of Labor statistics Southeast BLS region not seasonally adjusted consumer price index percentage change annual average for the previous 12 months. The School District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the School District. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the School Nutrition Department when the recommendation has been acted upon. The District will accept a decrease in prices once the award is made, when the market determines the opportunity.

- a. Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluation performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the School Nutrition Department) may be cause for the District to cancel the award and award will be made to the next acceptable bidder. Failure to receive School Nutrition's concurrence for substitutions or alternates will be documented and considered when evaluation continuation or extension of contract.
- b. Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additionally cost. Further, the School Nutrition Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

IV. Quantities and Quality:

- A. The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period, the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacement immediately upon receiving notice from the District.
- B. After award and during contract year(s), the District reserves the right to remove or add products to this bid as replacement and expansion needs are revealed. New products will be added to bid after quote submission has been reviewed and determined that acceptance is in the best interest of the District.

V. Installation:

- A. Successful vendor shall be responsible for unloading, uncrating, setting in place, removal of debris, and making ready for operation all equipment. Successful vendor shall be responsible for furnishing all labor and materials to install designated items.
- B. Vender shall secure permits where necessary.
- C. Installation shall include disconnect, full and complete hook-up of new unit. Vendor shall make all final connections. The School District will furnish necessary services (i.e. plumbing, electric) within a reasonable distance. Disconnection and/or hook-up of units shall be accomplished only by a licensed personnel certified to perform task involved.

VI: Coordination:

- A. Successful vendors shall liaison with the School Nutrition Department to schedule deliveries, installations, and where necessary, removal of old equipment. Under no circumstances shall any delivery be attempted before proper clearance has been obtained. To minimize interruption of normal cafeteria operation, removal of old equipment that has been determined by the School Nutrition Program to be removed because of no value to the District shall be disposed of by the awarded vendor. The vendor shall install new unit on the same day. Vendor is to dispose of equipment in accordance with all local statues and laws regarding dumping. Under no condition is the vendor to use any bin or trash container on the School's site to dispose of such items. When necessary, the vendor will be directed to deliver old equipment to a surplus equipment storage facility.

VII. Maintenance Material and Instructions:

- A. The successful bidder shall furnish one set of schematics, equipment "Factory Service Manuals" and parts list for each and every model of equipment awarded. Furthermore, for each and every model of equipment delivered, the successful bidder must supply a brochure and/or operating manual describing all of the operating instructions required to have the equipment perform in accordance with the manufacturer's specifications. The awarded vendor will provide on-site training in equipment use at each facility for which equipment is purchased and delivered.

VIII. **Model Update:**

- A. If, during the contract period, the awarded model is discontinued by the manufacturer, the awarded vendor must advise the School Nutrition Program in writing of the un-availability of the contract item. Vendor must submit complete descriptive literature for the new updated model for evaluation and approval. The new model must be the same make as the awarded contract item and must be offered at the contract price or less.

IX: **General Specifications:**

- A. Equipment installation to include all labor, material, equipment, and services required to set up requisitioned food service equipment herein specified.

B. Provide a mechanic to assist in moving the equipment and to level and adjust the equipment as the utility connections are made. All equipment shall be started up, adjusted and be left in a correct operating condition, so that equipment can be demonstrated to appropriate personnel at the proper time.

C. Shop drawing for Custom Designed Equipment:

1. After a purchase order for custom equipment fabrication is received, a set of detailed drawings confirming exact dimensions of product and location of all services required for installation should be submitted. Any modifications necessary location for installation of equipment will be submitted to School Nutrition Office prior to product fabrication.
2. Drawing of fabricated items should be a a scale of $\frac{3}{4}''=1' -0''$ for plans and sections with large scale details at $1 \frac{1}{12}''=1' -0''$, will be submitted to School Nutrition Office prior to product fabrication.
3. On site, verification of any site modifications prior to delivery and installation of equipment is to be a coordinated responsibility between the awarded vendor and the School Nutrition Program contact.

D. Equipment Standards:

1. All equipment shall bear the N.S.F. (Standard 7) Seal of approval.
2. All electrically operated equipment shall meet the standards of the National Electrical Manufacturer's Association, shall be U/L approved and have identifying label attached.

3. Steam heated equipment shall be manufactured in accordance with the requirements of the A.S.M.E.
 4. Fabricated equipment shall be manufactured by one fabricator in order to ensure uniformity of design and finish of fabricated equipment.
- E. Confirm measurement, utility (gas or electric), and electrical specifications by site visit prior to fabrication. Notify the School Nutrition contact of any discrepancies between planned dimensions and field dimensions in order that adjustments may be made if deemed necessary. Be responsible for the correct fitting of the work into the space allotted. It is the responsibility of the vendor to confirm all above before fabrication of equipment.
- F. Adjustments to space found on the job requiring an increase or decrease in the length or width of fabricated items shall be made at no cost to the School District.
- G. Food service equipment shall not be delivered to the job until the kitchen location has been prepared for receipt of equipment.
- H. Remove all debris resulting from the delivery and installation of all equipment.
- I. Clean all items thoroughly and remove all tags and labels except the N.S.F. stamps and manufacturer's metal identification plates.
- J. Place all equipment into operation and test. Correct any malfunctions discovered and replace any items found to be defective.
- K. When requested as needed, provide the services of an experienced, qualified instructor to demonstrate the equipment to the District's maintenance personnel for the purpose of repair and maintenance instructions. Coordinate the time of instruction to the District's maintenance personnel's convenience.
- L. When requested as needed, provide the services of an experienced qualified instructor to demonstrate the equipment to the School Nutrition operating personnel for the purpose of instruction in day-to-day operation of the equipment. Schedule the time of this demonstration to the School Nutrition operating personnel's convenience.
- M. Mechanical Appurtenances:
- 1) Where standard faucets are specified herein, they shall conform to the foregoing specification.

- 2) All valves shall be installed in a convenient and easily accessible location for the equipment operator.

N. Electrical Appurtenances:

- 1) Verify voltages on the job before ordering any electrically operated equipment. All electrical equipment shall be grounded.
- 2) Motors 1/3 hp and less shall be single phase, 60 hertz, 120 volts, A.C.
- 3) Except where otherwise noted, ½ hp and over, shall be wound for 208 or 480 volt. Three phase, 60 hertz, A.C. Motors shall have thrust type bearings in order that they may operate in a vertical position, shall be totally enclosed, 55 degree raise above 40 degree ambient and shall be continuous duty type. Motors shall have low torque starting current characteristic with NEMA frames.
- 4) Plugs for 120 volt, single phase, shall be Hubbel, Arrowhart or P&S safety grip type. All cord plugs shall match voltage available at site. Use only the correct NEMA configuration for all plugs used.
- 5) All other plugs shall conform to current National electric code.
- 6) Thermostats not otherwise specified with individual items shall be manufactured by Fulton, Powers, or Robert Shaw and shall be provided for all dishwashers, hot food tables, counters, and heated cabinets.
- 7) Controls, thermostats, starts, switches, and contractors shall be furnished under this section of specifications.
 - a. Magnetic starters for 208 or 480 volt, three phase motors shall be size 1, line voltage type with three thermal overload relays for normal operation by automatic control or a 120 volt, single phase push button station. Enclosures shall be general purpose, watertight NEMA Type 4, except where otherwise specified. Starters shall have automatic overload reset and 120 volt control circuit.
- 8) Cords and Plugs for portable items shall be three wire and four wire type "STO" as specified, all rubber cord with one leg grounded to the framework of the equipment. All wiring in, or between, food service Equipment shall be run in Sealtite conduit.
- 9) Vendor or contractor will be responsible for installation of power poles on serving lines if not supplied by the manufacturer.

O. Fabrication Standards:

- 1) 300 Series Stainless steel, in both special build and items of standard manufacture, shall be min. 14 gauge, 18-8 analysis, and have #4 finishes.
 - 2) Galvanized steel shall be "Paint-Grip" type. Fabricated items shall be painted in accordance with the purchase order requirements for the specific school location.
 - 3) Piercing of stainless steel, whether on top surface or cabinet faces, shall be with continuous welded joints. Exposed welded joints shall be ground smooth and polished to match the original finish. Cut edges of metal shall be ground smooth so as to be snag free. Stainless steel field joints shall be welded on the job, ground smooth and polished.
 - 4) All exposed spot welds shall be ground smooth and polished.
 - 5) Polish all stainless steel surfaces after installation to eliminate all defects and blemishes.
 - 6) Cut and finish openings in equipment for mechanical and electrical connections.
 - 7) Pipe legs supporting equipment, tops, and sinks shall be constructed of 1-5/8" O.D., 14 gauge seamless 300 series stainless steel tubing. Furnish cross rails between all pipe legs unless detailed otherwise. Cross rails shall be of the same sizes and material as pipe legs and shall be welded in place.
- P. Tops of work surfaces shall be fabricated of 14-gauge, 300 series stainless steel with 1-1/2" bull nose roll rim on all exposed sides. Where the top is adjacent to a wall or high piece of equipment, it shall have a turn-up 8" high, beginning with a 3/4" radius cove, a 45 degree 2" turn back at the top and a 1/2" turn down on the back. All exposed corners of tops shall be bull nosed.
- Q. All tops shall be given a smooth coating of sound deadening mastic on the underside; finish with aluminum paint.
- R. Abutting joints between equipment items and between walls and equipment items shall be sealed with silicone sealant.
- S. Reinforce all work surfaces with 1-1/2" x 1-1/2" x 1/8" galvanized angle or 1" x 4" x 1" galvanized channel.
- T. Electrical outlets built into items shall be furnished as complete assembly of receptacle, box, and back plate, stainless steel cover plate and be ready for wiring. Provide a chase for conduit and wiring in cabinet base fixtures. Furnish LED lamps for all items having requirements for the same.

U. Where threads of bolts and screws on the inside of fixtures can be snagged by wiping cloths, they shall be capped with acorn head nuts with lock washers. Wherever bolts are welded to the underside of trim or tops, the reverse side of the welds shall be polished. Depressions at these points will not be acceptable.

V. Each piece of equipment shall bear a nameplate that shall be fastened to the equipment.

W. Each piece of equipment shall bear a plate showing complete electrical characteristics of the unit that shall comply with the on-site voltage supplied to the unit. All other data such as amperage, wattage, tec., shall be rated at voltage available on site.

X. Equipment shall include operating manual complete with schematics.

Y. Award of equipment shall include staff training on said equipment.

IV. **METHOD OF PAYMENT and PRICING INFORMATION**

- a) 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.
- b) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- c) Prices will not include Federal Excise Tax or State Sales Tax.
- d) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

V. **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 Board/SNP 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 School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

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 Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP 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 Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Board/SNP 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 Board/SNP.

g) Offer Acceptance Period - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

VI. ORDERING INFORMATION

- a) **Credit -** A credit or replacement will be issued for damaged or unacceptable equipment.

b) **Inspection** - Upon delivery of product, 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 products due to concealed damage will be addressed on a case by case basis.

VII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/SNP 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.

VIII. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/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 Board/SNP.

IX. INDEMNIFICATION

Indemnification: The contractor shall defend, indemnify and hold harmless the school district from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor is responsible. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the school district or its employees.

X. 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 goods pursuant to the award on May 3, 2017

b) The Contractor must comply with the time of performance.

XI. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

XII. 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
Bodily Injury by accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy Limit	\$500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
Automobile Liability/Property Damage	
Combined Single Limit	\$1,000,000

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Barrow County Board of Education, 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 Board/SNP. Such certificate shall be issued to: Barrow Board of Education, School Nutrition Dept, 179 W. Athens St. Winder, GA 30680.

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.

XIII. 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.

XIV. WARRANTY

Successful Bidder shall fully warrant all PRODUCTS 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 product in a timely manner to minimize the disruption of the Board/SNP's operations.

- XV. **Gifts and gratuities:** Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.
- XVI. **Severability:** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
- XVII. **Waiver and rejection rights:** Notwithstanding any other provisions of the solicitation, the school district reserves the right to :
_ Waive any immaterial defect or informality;
_ Reject any and all offers or portions thereof; or
_ Cancel a solicitation.
- XVIII. **Release from contract:** In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

ATTACHMENT A
CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Barrow County Board of Education, School Nutrition Dept., (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver large kitchen equipment to the Board/SNP's schools.

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

Board/SNP shall pay CONTRACTOR for delivery of large kitchen equipment in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP 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:

Barrow County School Nutrition Program
179 W. Athens Street
Winder, GA 30680
Attn: Pamela LeFrois, M.Ed., School Nutrition Director

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce Board/SNP 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 products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between SNP and CONTRACTOR concerning the work, consist of the following:

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

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, SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to SNP and CONTRACTOR.

This Agreement will be effective _____, 2017

_____ Barrow County School System School Nutrition Department

_____ Signature of School Nutrition designee

_____ Name of School Nutrition

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B

Two compartment floor model, pressureless convection steamer twin, independent gas fired generators. Cleveland Convection Steamer series SteamCraft, Gemini 10, Model 24-CGA-10.2, Twin Gas Atmospheric Steam Generator, 72M BTU's input per compartment. Independent steam generator, gas valve and water level control system. Automatic Generator Blowdown. Steam Generator with Automatic Water Fill on start up. Exclusive remote probe-type water level controls. Exclusive Brass "Steam Jet" distribution system. Two-piece free-floating compartment door. Type 430 Stainless Steel exterior and cooking compartments. Pullout service drawer for controls and Gemini Drain/Power Control System. Exclusive Cold Water Condenser design. Choice of Compartment Controls. Manual and Gemini Drain/Power Control System.

Should also include everpure water filtration system.

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 the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Barrow County Board of Education
School Nutrition Department
179 W. Athens Street
Winder, GA 30680

This Bid is submitted on this date: _____

This Bid is valid for sixty (60) 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: _____
Contact Telephone: _____
Contact Email: _____

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 applies):

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

Bid Pricing:

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: \$ _____

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 Large Kitchen 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 FORM & 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

BARROW COUNTY SCHOOL NUTRITION PROGRAM
2017-2018 LARGE KITCHEN EQUIPMENT IFB LE-17-0901

Winder Barrow High School					
Equipment		Unit Price	Extended Price		Warranty Details
Cleveland Steamer					
Model 24-CGA-10.2 twin					
Everpure water filtration system					