



## INVITATION TO BID

**Date Released:** June 12, 2017

**Bid Number:** 0003

**Bid Name:** Direct Delivery for Equipment: Natural Gas Vulcan Combi Oven  
Wells Elementary School, 101 Mattie Wells Drive, Gray GA 31211

**The Jones County School System/School Nutrition Program is soliciting sealed bids for a natural gas Vulcan Combi Oven for Wells Elementary School.**

Specifications, terms and conditions are contained herein. It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply, deliver and install product listed on the Vendor Bid Document to Jones County School System.

**BID DUE: June 29, 2017 at 12:00 PM**

**LOCATION FOR OPENING: School Nutrition Offices, 111 Stewart Ave., Gray, GA 31032**

**DEADLINE FOR WRITTEN QUESTIONS:** June 20, 2017 by 4:30 PM. Send question to Kathy Parker at [kparker@jones.k12.ga.us](mailto:kparker@jones.k12.ga.us)

**RETURNED BID:** If bid is emailed, an original hard copy of the Vendor Bid Documents, along with Attachments A, B, C, D, E, must be received in a sealed envelope marked "ITB Equipment", by the Buyer listed below, the next business day following receipt of the email. All bids must be submitted by June 29, 2017 before 12 noon.

The JCSS/School Nutrition Program is not responsible for bids that are not received by the Buyer at the address below by the due date and time. Late bids will not be considered in the bid evaluation.

Bids shall be submitted to the attention of Buyer at the address below.

Jones County School Nutrition  
Kathy Parker  
125 Stewart Ave.  
Gray, GA 31032

## DEFINITIONS

**Addendum-** An addition to an ITB or contract document.

**Amendment-** A change or correction to an ITB or contract document.

**Bidder/Vendor-** a firm, individual, or corporation submitting a bid in response to this ITB.

**Bid Unit-** The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee shall be stated in terms of the designated bid unit. In some instance, the bid unit and the package unit may be the same.

**Board-** Jones County Board of Education

**Contract Documents-** Consist of the Agreement between the JCSS and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, ITB and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

**Invitation to Bid (ITB)-** A type of solicitation document used in competitive 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 most responsive and responsible Bidder whose bid is the lowest in price. The ITB must be publicly advertised with sufficient time to respond by the date and time for opening the bids.

**JCSS-** Jones County School System, by its duly elected Jones County Board of Education

**Solicitation-** A document used by Jones County School System to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirement for the material, product or service to be procured. Solicitations must also identify all the requirements which the Bidders must fulfill and all other factors to be used in evaluating the bids or proposals. An ITB is a type of solicitation.

**SNP-** School Nutrition Program

## GENERAL INFORMATION FOR BIDDERS

- A. From the issue date of this ITB until an award has been announced, Vendor shall not communicate with any JCSS/School Nutrition Program employee, with the exception of the name stated on page one (1) of the document of the Buyer, concerning this ITB or any information herein. The JCSS/School Nutrition Program reserves the right to reject the bid response of any Bidder violating this provision.
- B. Whenever the terms "shall", "must", "will" or "is required" are used in this ITB, the item being referred to is a mandatory requirement of the ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.
- C. Contracts are non-exclusive as the JCSS/School Nutrition Program reserves the right to purchase any products from any Vendor at any time.

## 2. BIDS

- A. The JCSS/School Nutrition Program reserves the right to:
  1. waive formalities and technicalities in any bid.
  2. reject any and/or all bids when it will be in the best interest of the JCSS/School Nutrition Program.
  3. accept the bid that in JCSS/School Nutrition Program's judgment will be in our best interest.
  4. purchase from any source, in part or in whole, any supplies, equipment or services.

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5. award on individual items or on a lump sum basis.
  6. award this bid to the Vendor who in the JCSS/School Nutrition Program's opinion is most responsive and responsible and will perform in the best interest of JCSS/School Nutrition Program.
- B. Price alone may not be the determining factor in award of this bid.
  - C. Bidders must bid on specific brand and item number if listed. However, Bidders may offer an approved equal on a separate sheet that meet or exceed the product specifications listed.
  - D. In the event of one or more Vendors quoting the exact same price and this being the lowest price bid, the tie will be broken by buyer issuing a statement to all vendors involved in the tie. This statement will indicate the need for a rebid on said items.
  - E. The JCSS/School Nutrition Program will not be responsible for any bid responses not received at the correct time/location prior to the bid due date/time. It is the responsibility of the Vendor to insure bids are received at the proper time/location regardless of delivery method.
  - F. 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 JCSS/School Nutrition Program reserves the right to request information or respond to inquiries for clarification purposes only.
  - G. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid may do so by submitting a request in writing to the Buyer listed on page one (1) of this document. Bidders may resubmit bids provided it is prior to scheduled time for receipt of bids.
  - H. 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, and it shall not give rise to any contract claim.
  - I. Once bid is awarded, if the awarded Bidder declines their award, the Bidder will be considered a non-responsible Bidder and future bids may be rejected for up to three years.

### **3. PRICE**

Price quoted shall include all costs and charges to include, but not limited to, purchasing, packing, services described herein, and transporting and installing the item(s) to specified location(s). JCSS/School Nutrition Program is exempt from State Sales Tax and Federal Excise Tax. All fees shall be included in the bid price. Bidders must bid based on the bid unit listed using Bid Response Form(s) included with this ITB. The JCSS/School Nutrition Program reserves the right to reject the bid response of any Bidder violating this provision.

### **4. QUESTIONS**

Questions regarding this ITB shall be directed in writing only to the Buyer listed on page one of this document. All questions and answers will be posted on the JCSS website as they are received at <http://jones.schooldesk.net/> under "District", "Department", "Facilities and Operations". There is a quick link on the home page. It is the responsibility of each Bidder to inquire about any aspect of ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The JCSS/School Nutrition Program will accept only written inquiries regarding this ITB up to 5 business days prior to bid closing date.

### **5. AMENDMENTS/ADDENDUMS**

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All amendments/addendums will be posted to the JCSS website at <http://jones.schooldesk.net/> under “Divisions”, “Departments”, “Facilities and Operations” and it is the Bidders’ responsibility to view any posted items. It is recommended that Vendors refer to the website on a regular basis during the course of this bid. No amendments/addendums will be posted within 5 days prior to bid closing.

## **6. COST OF SUBMITTING RESPONSE**

The JCSS 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 ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by JCSS/School Nutrition Program.

## **7. AWARD**

This bid will be awarded to one Vendor. Award is contingent upon available funds and necessary approvals. Award will be made within thirty (30) days of the bid opening date. The selected Vendor(s) shall provide products in accordance with the specifications, all terms and conditions, instructions and applicable amendments/addendums in this ITB. Notification will be forwarded by JCSS/School Nutrition Program to the successful Bidder after bid selection. JCSS/School Nutrition Program has the right to cancel the bid and make no award if it is in the best interest of the JCSS/School Nutrition Program.

## **8. BRAND NAME**

Bidders are required to indicate the brands and models of merchandise and/or services bid.

## **9. DELIVERY**

- A. Vendor is responsible for all delivery costs.
- B. Vendor shall be responsible for the removal of all packing material and debris when delivering items that need to be unpacked or installed by the Vendor.
- C. Deliveries shall be supplied by the Vendor as requested and specified except during an emergency and on holidays.
- D. **Delivery and installation is needed before the start of school on August 4;** Schedule will be created and agreed upon by both parties after the awarding of the bid.
- E. All deliveries are to be F.O.B Destination to address as indicated.

## **10. INSPECTION**

All merchandise and services shall be subject to inspection after arrival at JCSS/School Nutrition Program. In the case any items are found to be defective or otherwise not in conformity with specification, the JCSS/School Nutrition Program has the right to reject such items and/or services and return them at the Bidder’s expense. or require that Bidder return to site( if damage occurs on JCSS property to correct the issue). Problems found with product due to concealed damage will be addressed as soon as damage is revealed and on a case by case basis. Rejected products must be picked up no later than the next delivery date.

## **11. PAYMENT**

- A. SNP shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by SNP personnel, and receipt of invoice. Advance billings are not allowed.
- B. 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.
- C. Payment will be made by check.

## **12. INVOICES**

- A. All invoices shall be addressed as follows:  
Jones County School Nutrition Program  
Attn: Lisa Stanford  
125 Stewart Ave  
Gray, GA 31032

- B. At the time of delivery to the schools, packing slip or invoice shall be left with the School Nutrition Designee. Invoices and/or packing slips cannot be changed and Vendor shall post his records to agree with the invoice.
- C. All copies of the invoice/packing slip must be signed at the time of delivery to the schools by the School Nutrition Designee.
- D. All invoices are to clearly indicate the account name, school name, date, product, brand name, quantity, unit price and total prices.

### **13. FACILITIES AND EQUIPMENT**

The Bidder shall be responsible for the protection of JCSS premises and property, and will be held liable for any damages caused by the Bidder, Bidder's employee(s) or Bidder's agent(s) during the execution of delivery/installation of goods/services resulting from this ITB.

### **14. INDEMNIFICATION**

- A. The Bidder does hereby indemnify and shall hold harmless JCSS, its Board members, School Nutrition Program, employees, and agents (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:
  - 1. All injuries or death to persons or damage to property, including theft.
  - 2. Bidder's failure to perform all obligations owed to the Bidder's employees including any claim the Bidder's employees might have or make for privilege, compensation or benefits under any JCSS benefit plan.
  - 3. Any and all sums that are due and owing to the Internal Revenue Service for withholding FICA and unemployment or other State and Federal taxes.
- B. The Bidder's obligation to indemnify the Indemnified Party will survive the expiration or termination of this agreement.

### **15. TERMINATION OF AGREEMENT, CONTRACT, OR AWARD**

Any agreement, contract, or award resulting from this ITB may be canceled by either party for just cause in writing 30 days prior to termination.

**16. FAILURE TO BID:** If you do not wish to bid, please return this bid and state reason(s)

## STANDARD TERMS AND CONDITIONS

### I. **LOBBYING CERTIFICATION**

Per 31 USC, Section 1352- A lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please complete the Anti-Lobbying Certification or Lobbying Certification and Disclosure Form. Attachment D

### II. **DEBARMENT AND SUSPENSION VERIFICATION**

By signing the Debarment Form, Attachment C, Vendor certifies that the Vendor and/or any of its sub Vendors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or JCSS or as defined in the Federal Acquisition Regulation (FAR) 48 C.F. R Ch. 1 Subpart 9.4. Vendor will immediately notify the JCSS Operations Director and the Director of School Nutrition if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

### III. **BUY AMERICAN STATEMENT**

Vendor must comply with the William F. Goodling Child Nutrition Authorization Act of 1998 (Buy American Act -7 CFR 210.21), which requires schools and institutions participating in the Nation 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. **BUY AMERICAN CLAUSE**

By submitting and signing the proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

### V. **HUB STATEMENT** (7 CFR 3016.36 (e))

It is the intent of the JCSS 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**

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, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 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, Stat.871).

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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. Vendor 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. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor'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 Vendor 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 JCSS, School Nutrition Program throughout the term of the Contract and 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 and service records.

The Vendor shall permit the Auditor of the State of Georgia or any authorized representative of the JCSS School Nutrition Program 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 Vendor 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 Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or JCSS reserve the right to charge the Vendor 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**

- A. Any protest arising from this solicitation and award shall be made delivered to the Operations Director as the acting protest official of the Jones County School System at 125 Stewart Ave, Gray, GA 31032. The protest shall be filed no later than ten (10) days from the award notice and shall include:
- The name, address, and telephone number of the protester;
  - The signature of the protester or an authorized representative of the protester;
  - 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.
- B. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation).
- C. The JCSS shall in all instances disclose information regarding protest to State Board of Education.

XII. **CODE OF CONDUCT**

Per regulation 7CFR3016.36(3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contract."

### **Code of Conduct**

The following conduct is expected of all persons who are engaged in the award and administration of contracts supported by School Food and Nutrition Program funds.

No employee, officer or agent of the Jones County School District shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when a school district employee:

- Has a financial or other interest in the firm selected for the award;
  - Is an employee, officer, or agent of the firm selected for the award;
- Has a member of the immediate family who is an employee, officer, or agent of the firm selected for the award;
- Has a financial interest in the firm selected for the award;
- Is about to be employed by the firm selected for the award; or
- Has a member of the immediate family who is about to be employed by the firm selected for award.

To ensure objective contractor performance and eliminate unfair competitive advantage, however, a person that develops or drafts specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for use by the child nutrition program in conducting procurement shall be excluded from competing for such procurements. Such persons are ineligible for contract awards resulting from such procurements regardless of the procurement method used.

The Jones County School District employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of material monetary value from contractors, potential contractors, or parties to sub-agreements. The purchase during the school day of any food or service from a contractor for individual use is prohibited.

The removal of any food, supplies, equipment or school property, such as official records, recipe books and the like is prohibited.

The outside sale of such items as used oil, empty cans and the like will be sold by contract between the Jones County School District and the outside agency. Individual sales by any school person to an outside agency or other school person are prohibited.

Failure of any employee to abide by the above stated code could result in a fine, or suspension, or both or dismissal. Interpretation of the code will be given at any time by contacting the Superintendent at 478-986-6850. The Jones County School District will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

#### **XIII. EXCEPTIONS TO TERMS AND CONDITIONS**

Any bid that takes exception to a requirement of any part of this solicitation shall be rejected.

#### **XIV. ASSIGNMENT**

The agreement with the JCSS resulting from this ITB shall remain with the Vendor awarded. The Vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of the agreement, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without previous consent and written approval of the JCSS.

#### **XV. PROPRIETARY INFORMATION/OPEN RECORDS REQUEST**

If a Bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall note such in the documents included in the bid. The school district will honor the request unless or until a competing Bidder requests access to the information under the Open Records Act. In such case, the school district will notify the affected Bidder that a challenge has been made. If the affected

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Bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

**XVI. EVIDENCE OF INSURANCE**

A. The successful Vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this ITB the following insurance

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
Automotive Insurance/Property Damage	\$1,000,000 combined single limit

B. Prior to commencement of performance of this Agreement, Vendor shall furnish to JCSS a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the JCSS, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without ten (10) days advance written notice to JCSS. Such certificate shall be issued to: Jones County School System.

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 Vendor, whichever shall occur later.

**XVII. WARRANTY**

A successful Vendor 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, a successful Vendor shall replace any damaged or inferior product in a timely manner to minimize the disruption of the JCSS School Nutrition Program's regular and daily operations.

**SPECIAL TERMS AND CONDITIONS**

**PRODUCT INFORMATION REQUIREMENTS**

A. Bidders are required to list packer, manufacturer, and manufacturer's code (item number), and brand where indicated on bid documents. Any bid which does not list manufacturer brand and item number may be rejected in part or in whole.

**ATTACHMENT A**  
**Contract Signature Page**

This agreement is dated as of \_\_\_\_\_ by and between the JCSS/School Nutrition Program (Hereinafter called VENDOR).

JCSS/School Nutrition Program and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. EQUIPMENT**

VENDOR shall provide all equipment as specified or indicated in the Contract Documents. Vendor shall supply and deliver Equipment to the School Nutrition kitchen specified. Large equipment must be delivered on successful bidder's truck with a dealer representative present. Equipment must be set in place, uncrated and inspected by a school board/school nutrition designee.

**ARTICLE 2. CONTRACT TIME**

The equipment delivery shall be in accordance with this agreement, and are to be completed as specified in ITB.

**ARTICLE 3. CONTRACT PRICE**

JCSS/SNP shall pay VENDOR for purchase, delivery, installation of all items specified in ITB Equipment, in accordance with VENDOR'S bid, which is attached hereto. JCSS/SNP shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon.

**ARTICLE 4. INVOICE PROCEDURES**

Invoices for payment shall be sent as specified ITB Equipment.

**ARTICLE 5. VENDOR'S REPRESENTATIONS**

In order to induce JCSS/School Nutrition Program to enter into this agreement, VENDOR make the following representations:

5.1 VENDOR has examined and carefully studied the Contract Documents and other related data identified in the ITB Equipment.

5.2 VENDOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance, furnishing and delivery of product

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between JCSS Board/School Nutrition Program and VENDOR concerning the work, consist of the following:

- Attachment A Contract Signature Page
- Attachment B Equipment Specifications
- Attachment C Certification Letter
- Attachment D Lobbying Certificate Disclosure
- Attachment E Certificate regarding Debarment, Suspension, Ineligibility
- Attachment F Vendor's Bid Form

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, JCSS/School Nutrition Program and VENDOR have signed this Agreement. One counterpart each has been delivered to JCSS/School Nutrition Program and VENDOR.

This agreement will be effective July 10, 2017

Board of Education

\_\_\_\_\_

Signature of Board Member or Designee

\_\_\_\_\_

Printed Name of Board Member or Designee

\_\_\_\_\_

Date

\_\_\_\_\_

Vendor's Legal Company Name

\_\_\_\_\_

Signature of Vendor Representative

\_\_\_\_\_

Printed Name of Vendor Representative

\_\_\_\_\_

Date

## ATTACHMENT B EQUIPMENT SPECIFICATIONS

Vulcan Model No. ABC7G-NAT

Combi Oven/Steamer, natural gas, or an approved equal.

Boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, LED temperature display, multiple cooking modes, timer, auto-reversing fan with electronic braking system, glass door, halogen lights, audible alarm system, (3) knobs, (4) Grab n Go wire racks, stainless steel interior & exterior, 80,000 BTU, 120v/60/1-ph, NSF/ANSI 4, cULus

- 1 ea 1 year limited parts & labor warranty, standard
  
- 1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation.
  
- 1 ea V3MRO-1 Reverse Osmosis Water Filtration System, up to 100 gpd capacity, minimum 60 psi/maximum 125psi, minimum 40°/maximum 100°, Common treatment for sediment, chloramines, chlorine, scale, hardness & TDS reduction, integrated pump & storage tank, includes: steel bracket, wall-mount, quick disconnect plumbing, cleaning bypass assembly, water test strips & connection fittings for Vulcan Combi Oven/Steamers with standard 3/4" water lines
  
- 1 ea ADDRACK-ABC1 Additional Grab n Go Rack wire rack shelf, (1), with cutout design, stainless steel
  
- 1 ea STAND-ABC/SS Stand, open frame, stainless steel, with adjustable feet, includes: spray hose & drip tray
  
- 1 ea ABC-CAST Casters, with 2 locking wheels, for use only with STAND- ABC/SS
  
- 2 ea HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit recommended)
  
- 1 ea Krowne Metal Model No. P7548K5, Gas Hose Assembly  
3/4" I.D., 48" long, includes Gas Connector & Quick Disconnect (packed in plastic poly bag)

Utilities and measurements are to be confirmed by the successful dealer before the order is placed with the factory.

Up to one hour of training must be included for the kitchen staff after the unit is fully operational. Successful dealer is responsible for the training, as requested by the School Nutrition Director.

**ATTACHMENT C**

**Certification Letter**

(Form must be completed and returned with bid.)

I certify that I have read and understand the terms and conditions herein. I further state that I am and/or my Vendor is capable, able to, and will provide the requested product(s) and/or service(s) described herein. I am the owner or agent of the Vendor stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

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, equipment, or services and is in all respects fair and without collusion or fraud. I understand 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 ITB and certify that I am authorized to sign this bid for the Vendor.

By signing below I warrant that the bid price(s), terms and conditions stated in my response to ITB EQUIPMENT shall be firm through the bid process and until the time the award is made at which prices shall remain firm and fixed the entire contract period.

Submitted by:	Date:
Title	Email:
Vendor Name:	
Address:	City, State, Zip:
Telephone:	Fax:
Vendor Website:	
Signature:	

**ATTACHMENT D - LOBBYING FORM & DISCLOSURE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**

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

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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.

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Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

**ATTACHMENT E**

**Certificate Regarding Debarment, Suspension, Ineligibility**

(Form must be completed and returned with bid.)

The JCSS/School Nutrition Program is a recipient of Federal monies. As such it requires that participating Vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its officers, directors, employees, or principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

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Organization Name

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Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

**ATTACHMENT F**

**VENDOR BID FORM**

**Notice to Bidders:**

It is essential that the submitted Bid complies with all the requirements contained in this ITB. 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 equipment as specified or indicated in the contract documents.

This Bid is submitted to: Jones County School System  
School Nutrition Program  
c/o Mrs. Kathy Parker  
125 Stewart Avenue  
Gray GA 31032

This Bid is submitted on this date: \_\_\_\_\_

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

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

Contact Name/Title: Mrs. Kathy Parker, Admin. Assist.  
Contact email: [kparker@jones.k12.ga.us](mailto:kparker@jones.k12.ga.us)

**Checklist for Bidder:**

The following documents are included and made part of the Bid:

- Contract Signature Page
- Equipment Specifications
- Certification Letter
- Lobbying Form and Disclosure
- Certificate regarding Debarment, Suspension, Ineligibility
- Vendor Bid Form

**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:** \$ \_\_\_\_\_



**Vendor Bid Form, page 2**

**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 ITB fore equipment and that this Bid is submitted in accordance with the ITB requirements.

Company Name: \_\_\_\_\_

Federal ID#1: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

Signature\*\* \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Signatory Title: \_\_\_\_\_

Witness's Signature:\*\* \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's Title: \_\_\_\_\_

\*\* For Corporation: 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 or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporation 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.