



April 17, 2020

**NOTICE TO BIDDERS**  
**BID #FY20001**

Lakeland School System will receive bids to **Furnish, Deliver and Install a new Freezer/Cooler and new Convection Oven in the existing kitchen at Lakeland Preparatory School, 5020 Lions Crest Drive, Lakeland, Tennessee 38002.** General Terms and Conditions, Specifications, and Drawings (not to scale) are contained in this bid.

Due to the current COVID-19 restrictions, all bids must be sent via email to Dr. Ted Horrell, Superintendent, Lakeland School System, via [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org) and must contain the Bid # referenced above in the subject line. All bids must be received by email no later than 2:00 P.M., Central Daylight Time, Thursday, April 30, 2020. **All bidders must include a specific person's name and a return email address with their bid (please see page 18).** Bids will be opened, recorded, and made public in an on-line virtual meeting recorded format within forty-eight (48) hours after the bids are received, 2:00 P.M., Central Daylight Time, Thursday, April 30, 2020. Bidders will be emailed a specific on-line computer link to use to view the results on the bid opening.

Lakeland School System reserves the right to reject any or all bids, waive defects or informalities in bids and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and or best vendor.

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless Lakeland School System, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Lakeland School System, its agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless Lakeland School System, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service and/or providing or failing to provide the goods related to this bid.

Bidder also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

Lakeland School Systems offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

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<b>COMPANY NAME</b>	<b>TERMS:</b> _____ <b>DELIVERY:</b> Days A.R.O. _____
<b>ADDRESS</b>	<b>PHONE</b> _____ <b>FAX</b> _____
<b>CITY</b> _____ <b>STATE</b> _____ <b>ZIP</b> _____	<b>E-MAIL ADDRESS</b> _____
<b>Name and signature below certifies that you understand and agree to all information contained in this Bid.</b>	
<b>AUTHORIZED REPRESENTATIVE (Print)</b>	<b>SIGNATURE</b> _____ <b>DATE</b> _____

## GENERAL TERMS AND CONDITIONS:

- A. All pricing must be completed on Bid Sheet provided. Bidder must indicate total lump sum. Cost quoted shall be Lakeland School System's final actual cost F.O.B. destination to one (1) location and shall include but not be limited to all materials, labor, permits, supervision, tools, cleanup, equipment and/or any other activities required to complete the project. Equipment is to be delivered, unloaded, installed, and debris removed from premises. Delivery will be made to one (1) location and installed in the existing kitchen at:

Lakeland Preparatory School  
5020 Lions Crest Drive  
Lakeland, Tennessee 38002

Bid pricing quoted shall be firm for no less than ninety (90) days from date of award and/or until the project has been completed and accepted by Lakeland School System. No bid may be withdrawn for a period of ninety (90) days after award of the bid without written approval of Superintendent, Lakeland School System.

- B. If funding is not available to purchase, deliver and install both, the new Freezer/Cooler and Convection Oven as detailed in the Specifications and Drawings (not to scale), the purchase, delivery and installation of the new Freezer/Cooler in the existing kitchen is the **first priority** and the purchase, delivery and installation of the new Convection Oven in the existing kitchen is a **second priority**. After the Owner, Lakeland School System, completes the evaluation and consideration of the bids, the installation of the equipment accepted by the Owner must be completed by the successful vendor no later than Wednesday, July 15, 2020. Deliveries and installations must be coordinated with Dr. Ted Horrell, Lakeland Preparatory School, [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org). Successful bidder shall give not less than 48 hours notification of delivery and installation after site has been made ready as per the "Special Delivery/Installation Requirements" as outlined on Page 8 of this bid document. Delivery will not be accepted without prior notification. All work shall be made according to Lakeland School System's General Terms and Conditions and Specifications. Bidders must indicate date of project completion after A.R.O (after receipt of order). Completion date may be a factor in the bid award.
- C. The General Terms and Conditions, Specifications, and Drawings (not to scale) in no way favor one (1) vendor over another. Bidders shall abide by and comply with the true intent of the General Terms and Conditions, Specifications, and Drawings (not to scale) and not take advantage of any unintentional error or omission of Lakeland School System.
- D. The General Terms and Conditions, Specifications, and Drawings (not to scale) will constitute the requirements for this project. The successful vendor shall be held responsible for final verification of all dimensions and particulars at the site to include electrical power availability. The General Terms and Conditions, Specifications, and Drawings (not to scale) listed in this bid constitute the total terms and conditions that will be acceptable and Lakeland School System will not be bound by conditions other than those stated. Bid award will be made to the best responsive bidder meeting the requirements of Lakeland School System. **Lakeland School System reserves the right to make final judgement of equivalency. If awarded, Lakeland School System reserves the right to make final determination as to the award of this bid.** Lakeland School System reserves the right to award contracts as deemed to be in its best interest. Lakeland School System reserves the right to accept or reject any bid in total or in part.
- E. Successful bidder's recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all reasonable rules of Lakeland School System relative to the premises. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.

## **GENERAL TERMS AND CONDITIONS:** cont'd.

- F. If the successful vendor has been advised that the site is made ready, Lakeland School System reserves the right to assess liquidated damages in the amount of \$500.00 per day beyond required date of completion, Wednesday, July 15, 2020, until the equipment accepted by the Owner has been delivered, installed, and accepted by Lakeland School System.
- G. Successful bidder will be responsible for obtaining any and/all necessary permits in conjunction with the project and required to furnish all labor, materials, tools, and equipment necessary to complete this project as per the General Terms and Conditions, Specifications, and Drawings (not to scale).
- H. Requests for any and/or all Change Orders must be submitted in writing to Dr. Ted Horrell, [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org), Superintendent, Lakeland School System. Lakeland School System will not be responsible for any charges occurring for any Change Order that occurred without written prior approval from Dr. Ted Horrell.
- I. Successful vendor(s) must meet all delivery time frames and requirements as detailed per the "Special Delivery/Installation Requirements" as outlined on Page 8 of this bid document. By bidding and signing the bid document, the vendor is agreeing to be bound by the delivery requirements detailed. The agreement includes manufacturing and warehousing or manufacturing on a schedule that meets the specific delivery schedule. Should construction schedule lengthen, the possibility of installation beyond the deadline, the manufacturer will manufacture and store the equipment accepted by Lakeland School System so that timely delivery and installation will be made when the site becomes available.
- J. Any and/or all equipment damaged upon receipt and/or resulting from delivery shall be repaired and/or replaced within five (5) business days after notification by Lakeland School System at no additional charge to Lakeland School System. Any damages to Lakeland School System's property shall be repaired at no additional cost and in accordance to Lakeland School System's guidelines. Lakeland School System reserves the right to withhold any payments, until the repair is made and accepted by Lakeland School System.
- K. Any and/all revisions made to this bid prior to due date will be posted on the following website and will be the responsibility of the bidder to check for any and/all revisions, [lakelandk12.org/departments/finance](http://lakelandk12.org/departments/finance), under Bid/RFP Opportunities.
- L. Lakeland School System reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- M. An agent that can legally bind the bidding vendor must sign all documents and include all signed documents with their bid response.
- N. It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend and save harmless, Lakeland School System from any suits or demands for payment that may be brought against it as a result of the contract.
- O. Lakeland School System reserves the right to require a Performance, Materials and Labor Bond from the successful vendor. If a notarized Performance, Materials and Labor Bond is required by the Owner, the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. The document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful vendor. If required the notarized Performance, Materials and Labor Bond must be provided to:

**GENERAL TERMS AND CONDITIONS:** cont'd.

Dr. Ted Horrell  
Superintendent  
Lakeland School System  
10001 US-70  
Lakeland, Tennessee 38002

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$\_\_\_\_\_

- P. As deemed necessary, Lakeland School System reserves the right to seek competitive pricing for bid items listed during the duration of the awarded contract.
- Q. Successful bidder must supply manufacturer's Safety Data Sheets (SDS) on all products where applicable, prior to payment of any Purchase Order.
- R. Lakeland School System has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond Lakeland School System's control.
- S. Any alteration to this bid document by a vendor will deem that vendor's response to this bid as null and void.
- T. Costs not delineated in the bid response will not be negotiated in the contract.
- U. Successful bidder and their employees must adhere to all applicable school policies and procedures.
- V. Bidder must have a minimum of five (5) years' experience. Bidder shall submit a list of five (5) references for projects completed within the last five (5) years. References shall be for projects of similar size. References shall include: company name, address, telephone number, contact name, email address, and date project was completed.
- W. Warranty: As specified. Successful vendor shall facilitate all warranty claims (including but not limited to labor, materials, shipping and handling, etc.) during the first year. It is preferred that all items quoted shall have local (Shelby County, Tennessee) service. Bidder shall indicate local (Shelby County, Tennessee) service provider. Manufacturer service certification must be available within two (2) business days (48 hours) of request. If local service provider is not available, bidder to include (with bid) detailed procedures for obtaining service. Warranty shall include all labor, equipment and material required to complete the project. Warranty period shall begin from the date of acceptance by Lakeland School System. Successful vendor will be responsible for securing warranty documents for each item and delivering them to Dr. Ted Horrell, Superintendent, Lakeland School System.
- X. Successful bidder must provide Lakeland School System with toll free numbers to access service support during Lakeland School System's normal operating hours, five (5) days a week at no charge for one (1) year. Telephone support will be provided when problems can be addressed by talking users through a series of steps to resolve the problem(s). If telephone support does not resolve the problem, successful bidder shall provide, at no additional cost to Lakeland School System, onsite (next business day) support, service and any additional instruction/training required to resolve the problem.
- Y. All bids must meet or exceed the required specifications. All equipment must be UL approved and meet all OSHA standards. Bidder must indicate manufacturer's name, and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied by the successful bidder(s) shall be: 1) as per manufacturer's name, model number and description quoted, and 2) new and unused. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Lakeland School System. Any exceptions to the specifications must be

## GENERAL TERMS AND CONDITIONS: cont'd.

clearly noted and documented. Literature to be included with bid for items quoted. Bid will be considered incomplete for failing to include required product literature along with bid and may be rejected.

- Z. All work should be performed in a neat and workman like manner. Any and all cleanup of debris is the responsibility of the successful bidder.
- A1. Work to be performed during normal working hours (7:00 A.M.-3:30 P.M.) Monday-Friday. If extended work hours are requested by successful vendor, any additional expense, incurred by the overtime, will be at the contractor's expense. Extended work hours must be approved by Lakeland School System (Owner).
- B1. The successful vendor shall be a licensed contractor in the State of Tennessee and shall meet all necessary legal requirements for conducting business with Lakeland School System.
- C1. If at any time Lakeland School System is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter. If the problem is not corrected to the satisfaction of Lakeland School System within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by Lakeland School System with no further obligation on the part of Lakeland School System. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.
- D1. The successful vendor must carry insurance as specified below and must submit evidence of such insurance within five (5) business days from date of request. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to Lakeland School System. All such insurance shall be in form and substance satisfactory to LSS and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to Lakeland School System.
1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
  2. Employer's Liability Insurance including coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of vendor's employees under any applicable workers' compensation statute or any other applicable employers' liability law for an amount not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease in the aggregate.
  3. Comprehensive General Liability Insurance for bodily injury (including death) and property damage for an amount not less than \$1,000,000.00 per occurrence
  4. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles to apply to all liability arising out of the ownership or use of any automobile for an amount not less than \$1,000,000.00 combined single limit each accident.
  5. Excess Liability or Umbrella Liability Insurance for an amount not less than \$1,000,000.00 per occurrence. Any combination of primary and excess or umbrella limits totaling \$2,000,000 or greater is acceptable.
- E1. Lakeland School System shall be supplied satisfactory proof of coverage of the above required insurance and vendor shall also provide certificates evidencing all renewals of such policies. In addition Lakeland School System shall be conspicuously named on the Certificate of Insurance as an additional insured on all Policies. Any coverage applicable to Lakeland School System under vendor's insurance policies shall be primary and non-contributing with any insurance maintained by LSS in its own name and on its own behalf. In the event the vendor fails to furnish and maintain the required insurance or to furnish certificates of insurance Lakeland School System shall have the right, at its option, to terminate this bid or to take out and maintain such insurance and hold the vendor liable for the cost. Compliance by the

## GENERAL TERMS AND CONDITIONS: cont'd.

vendor with the insurance requirements above shall in no way relieve the vendor from liability under any other provision of this bid agreement or subsequent contract documents if any.

- F1. Lakeland School System shall be supplied satisfactory proof of coverage of the above required insurance and vendor shall also provide certificates evidencing all renewals of such policies. In addition Lakeland School System shall be conspicuously named on the Certificate of Insurance as an additional insured on all Policies. Any coverage applicable to Lakeland School System under vendor's insurance policies shall be primary and non-contributing with any insurance maintained by LSS in its own name and on its own behalf. In the event the vendor fails to furnish and maintain the required insurance or to furnish certificates of insurance Lakeland School System shall have the right, at its option, to terminate this bid or to take out and maintain such insurance and hold the vendor liable for the cost. Compliance by the vendor with the insurance requirements above shall in no way relieve the vendor from liability under any other provision of this bid agreement or subsequent contract documents if any.
- G1. By agreeing to provide goods or services to Lakeland School System, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of Lakeland School System or to children in Lakeland School System's child care program or who have access to the grounds of any Lakeland School System school when children are present have done the following:
- (1) Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District;
  - (2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of any Lakeland School System school or have direct contact with students of Lakeland School System or to children in the Lakeland School System's child care program.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School Districts or to children in a School District's child care program or to enter the grounds of the School Districts.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

- H1. The Contractors Licensing Act of 1994 of the General Assembly of the State of Tennessee and Amendments thereto, Tennessee Code Annotated (T.C.A.), Title 62, Chapter 6, Section 62-6-119 requires that all contractors must be licensed contractors in the State of Tennessee. Companies responding to this invitation to bid shall provide, in accordance to T.C.A., Title 62, Chapter 6, Section 62-6-119, Paragraph (b), **"...name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000), materials and labor, electrical, plumbing, heating, ventilation, and air conditioning contracts, appear on the outside of the envelope containing the bid or in the submission of an electronic bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000). Only one (1) contractor in such classification may be**

## GENERAL TERMS AND CONDITIONS: cont'd.

listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation and air conditioning must be so designated upon the outside of the envelope or in the electronic bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. It is the duty and responsibly of the awarding person or entity who received the envelope containing the bid or the electronic bid to verify only the completeness of the required licensure information. Prior to the opening of the envelope or acceptance of an electronic bid, the names of all contractors listed thereon or therein shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. However, bids administered by the Tennessee department of general services shall require that the information be furnished within the bid or bid document only. When the bid is less than twenty-five thousand dollars, (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid or in the electronic bid document, and upon opening the envelope or review of the electronic bid, if such bid is in excess of twenty-five thousand (\$25,000), the same shall automatically be disqualified.

I1. In accordance with the Iran Divestment Act:

**"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."**

J1. I further attest and agree to immediately notify Lakeland School System ("LSS") if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify LSS may invalidate any and all agreements I have with the municipal school districts.

K1. **NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this Contract, funds for this contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

L1. Lakeland School System offers educational and employment opportunities without regard to race, age, color national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

M1. Lakeland School System encourages qualified minority and/or women-owned businesses to submit bids. Lakeland School System awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

N1. All questions regarding Food Service Equipment Bid #FY20001 should be directed to Dr. Ted Horrell, [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org), no later than 4:00 P.M., Central Daylight Time, Monday, April 27, 2020. **All questions must be submitted by email.**

**SPECIAL DELIVERY/INSTALLATION REQUIREMENTS  
FOR EQUIPMENT ACCEPTED  
LAKELAND PREPARATORY SCHOOL**

If funding is not available to purchase, deliver and install both, the new Freezer/Cooler and Convection Oven as detailed in the Specifications and Drawings (not to scale), the purchase, delivery and installation of the new Freezer/Cooler in the existing kitchen is the first priority and the purchase, delivery and installation of the new Convection Oven in the existing kitchen is a second priority. After the Owner, Lakeland School System, completes the evaluation and consideration of the bids, the installation of the equipment accepted by the Owner must be completed by the successful vendor no later than Wednesday, July 15, 2020. Deliveries and installations must be coordinated with Dr. Ted Horrell, Lakeland Preparatory School, [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org). Successful bidder shall give not less than 48 hours notification of delivery and installation after site has been made ready as per the "Special Delivery/Installation Requirements" as outlined on Page 8 of this bid document. Delivery will not be accepted without prior notification. All work shall be made according to Lakeland School System's General Terms and Conditions and Specifications. Bidders must indicate date of project completion after A.R.O (after receipt of order). Completion date may be a factor in the bid award.

By bidding and signing the bid documents, the vendor is agreeing to be bound by the installation requirements detailed on the "Special Delivery/Installation Requirements" schedule. Successful bidder must contact Dr. Ted Horrell, Superintendent, Lakeland School System, [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org), two (2) weeks prior to delivery of the equipment accepted to verify current delivery schedule. Lakeland School System will advise the successful vendor if the site is ready for delivery or if the delivery schedule will have to be revised due to changes in construction schedule. Should the construction schedule lengthen and the possibility of delivery and installation beyond the deadline occur, the manufacturer will manufacture and store the equipment accepted so that timely delivery and installation will be made when the site becomes available.

After the successful vendor has been notified that the site is ready for delivery and/or installation, vendor shall be required to coordinate deliveries and installations with Dr. Ted Horrell, Superintendent, Lakeland School System, [thorrell@lakelandk12.org](mailto:thorrell@lakelandk12.org). Successful bidder shall give not less than 48 hours notification of deliveries and installations. Deliveries and installations will not be accepted if proper notice has not been given.

Any and/or all Food Service Equipment damaged upon receipt and/or resulting from installation shall be repaired and/or replaced within five (5) business days after notification by Lakeland School System at no additional charge to Lakeland School System. Any damages to Lakeland School System's property shall be repaired at no additional cost and in accordance to Lakeland School System's guidelines.



## SPECIAL TERMS AND CONDITIONS

In accordance with Federal Civil Rights law and U.S. Department of Agriculture (USDA) Civil Rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior credible activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at: [How to File a Program Discrimination Complaint](#) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).

All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306 of the Clean Water Act. Executive Order 11738 and Environmental Protection Agency regulations. Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

A Certificate of Lobbying must be signed for all contracts over \$100,000.

A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.

All contracts awarded under this procurement cover patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.

All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

## Act of God Clause

Due to conditions beyond the vendor's control, including but not limited to weather, there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer.

When that happens the vendor may enact this "Act of God Clause" that simply means they cannot honor the original bid price on those impacted items. The vendor will adjust their price up accordingly to reflect the current price they are being charged by the manufacturer. The same fixed fee as was originally bid will continue to be utilized. The vendor must understand and accept that the School District's option at that point will be to either first accept the new price on the item, accept a different product than the one originally bid, or utilize a new supplier to provide that item.

When and only when the vendor receives notification from a manufacturer that the manufacturer is enacting their Act of God Clause will the vendor be able to enact theirs. At that point the following will then be implemented:

The school system will be given a one-week notice that the vendor is enacting their Act of God Clause with a list of the items impacted.

For our records the vendor will provide a copy of the notice from their manufacturer that they have been notified and documentation of the new price they are being charged by the manufacturer.

Together School Nutrition designee and the vendor can determine the desired course of action.

The vendor cannot arbitrarily change prices that don't fall under the conditions set forth above, nor can they change any prices without notification to each school system first.

Utilizing this method will allow vendors to continue to bid with confidence that they are protecting themselves and the School Nutrition designee from the unpredictability of unusual circumstances.

We abide by all local, state, and federal regulations in our procurement practices. We engage in good business conduct and ethical practices when purchasing goods and services. It is unethical and against established practices for employees to accept gifts, money, rebates, promises, gratuities or other special considerations from an individual or business firm that conducts or seeks to conduct business with the School District.

Vendor contract(s) may be terminated for cause and convenience, regardless of amount. A contract termination for cause can be for any or a combination of the following reasons:

- A. Service fails to conform to specifications
- B. Bidder fails to follow specified procedures for service
- C. Bidder does not conform to bid pricing
- D. At any time Lakeland School System determines that the best interest of the system is not being served

Any one or combination of penalties for failure to perform may be as follows:

- 1. Cost Adjustment
- 2. Termination of Contract
- 3. Suspension from future bidding for one bid period
- 4. Legal action and civil penalties
- 5. Criminal action

**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between \_\_\_\_\_  
Name of Contractor

(hereinafter Contractor), and Lakeland School System named in this bid. Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Lakeland School System "Contractor" agrees to indemnify, protect, defend, and hold harmless Lakeland School System, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Lakeland School System, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Lakeland School System.

(Name of Contractor) \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Tennessee

County of Shelby

\_\_\_\_\_ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Signature

Witness by hand and Notaries seal at office this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

# **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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**(Before completing certification, read instructions on reverse.)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

---

Organization Name

Bid Number

---

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

---

Signature(s)

Date

## **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

**Form AD-1048 (1/92)**  
FSMC Guidance for SFAs – June 1995  
Appendix E - Debarment/Suspension

**ATTACHMENT C  
CERTIFICATION REGARDING LOBBYING**

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

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

The undersigned certifies, to the best of his 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

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

\_\_\_\_\_  
**Date**

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract. The making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
FNS Grant/Cooperative Agreement

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Non-Collusion Affidavit**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

I state that I am \_\_\_\_\_ of  
\_\_\_\_\_

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The prices(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the prices(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Lakeland School System in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lakeland School System of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Name and Company Position

**SWORN TO AND SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY**

**OF \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**My commission expires**



## **Instructions for Non-Collusion Affidavit**

- 1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.**
- 2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted on the bid.**
- 3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all the other persons employed by or associated with the bidder with responsibilities for the preparation, approval, and or submission of the bid.**
- 4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.**
- 5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.**
- 6. Failure to file and Affidavit in compliance with these instructions will result in disqualification of the bid.**

**Lakeland City Hall  
10001 U.S. Highway 70  
Lakeland, Tennessee 38002**

**BID SHEET**

If funding is not available to purchase, deliver and install both, the new Freezer/Cooler and Convection Oven as detailed in the Specifications and Drawings (not to scale), the purchase, delivery and installation of the new Freezer/Cooler in the existing kitchen is the **first priority** and the purchase, delivery and installation of the new Convection Oven in the existing kitchen is a **second priority**. After the Owner, Lakeland School System, completes the evaluation and consideration of the bids, the installation of the equipment accepted by the Owner must be completed by the successful vendor no later than Wednesday, July 15, 2020.

Your signature below verifies bidder has received and carefully examined the General Terms and Conditions, Specifications, and Drawings (not to scale) for this project. Successful bidder shall furnish, deliver and install both Freezer/Cooler and Convection Oven (if funding allows) in the existing kitchen at Lakeland Preparatory School, 5020 Lions Crest Drive, Lakeland, TN 38002. Bidder must provide all labor, materials, permits, supervision, tools, equipment and cleanup to successfully complete this project for the following sum:

<u>Item No.</u>	<u>QTY.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Extension Cost</u>
1.	1	Freezer/Cooler ( <b>First Priority</b> ) As Specified	_____	_____

Projected Completion Date after A.R.O.: \_\_\_\_\_

2.	1	Convection Oven ( <b>Second Priority</b> ) As Specified	_____	_____
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Projected Completion Date after A.R.O.: \_\_\_\_\_

% Discount if Awarded All Items (1 and 2) \_\_\_\_\_%

Projected Completion Date after A.R.O. if Awarded All Items (1 and 2):  
\_\_\_\_\_

Total Lump Sum: \$ \_\_\_\_\_

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Company-to include  
Contractor's License Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_ License Classification \_\_\_\_\_  
List Information For All Contractors

\_\_\_\_\_  
Name and Return Email Address For Bid Correspondence