



*Bibb County Board of Education*

*School Nutrition Program*

## **Bibb County Board of Education**

### **School Nutrition Program**

# **INVITATION FOR BID FOR EQUIPMENT**

Issued on: 09/08/2017  
Final Date for Written Questions: 09/18/2017  
Bid Due Date: 09/28/2017

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## **DEFINITIONS**

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

**SECTION 1**  
**TRANSMITTAL PAGE**

The Bibb County Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Equipment (list all equipment categories included in solicitation). Bids are due by **09/28/2017**.

Bids shall be mailed or delivered to the Bibb County Board of Education Procurement Department, (4580 Cavalier Drive, Macon GA 31208; Attention Elaine M. Wilson, Procurement Director Bid Number 18-19. Bids must be enclosed in a sealed envelope and marked "IFB for Equipment (list all categories included in solicitation).

Questions regarding this Invitation for Bid shall be directed to Bibb County Board of Education, [Elaine.Wilson@bcsdk12.net](mailto:Elaine.Wilson@bcsdk12.net), Attn: Elaine M. Wilson, Bid Number 18-19.

Bidders may download solicitations by going to [www.vendorregistry.com](http://www.vendorregistry.com)

**I. INTENT**

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

**II. CONTRACT TIME PERIOD**

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on 10/1/2017 and terminate on 06/30/2018
  - b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.
  - c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.
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**III. BID SUBMISSION PROCEDURES**

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

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Equipment.”**
- b) Bids must be received by the Board/SNP no later than 09/28/2017 11 AM, EST
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Bibb County Board of Education  
 Procurement Department,  
 4580 Cavalier Drive  
 Macon GA 31211

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

**IV. BID OPENING DATE/TIME/PLACE**

Issue Date	09/07/2017
Final Date for written questions	
Deadline for submitting bids	09/28/2017, 11 AM EST.

**V. AWARD DETERMINATION STATEMENT**

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Bibb County Board of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately ten days of opening the bids. Submitted bids shall remain valid during this ten-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.

D) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.

E.) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**VI. SYSTEM CONTACT INFORMATION**

a) This Invitation for Bid (IFB) is issued by the Bibb Board of Education, Procurement Department on behalf of the School Nutrition Department. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Bibb County Board of Education, Procurement Department. [Elaine.Wilson@bcsdk12.net](mailto:Elaine.Wilson@bcsdk12.net).

b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until **09/18/2017** in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

**VII. VENDOR CONTACT INFORMATION**

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

## **SECTION 2 STANDARD TERMS AND CONDITIONS**

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

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

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

### **II. DEBARMENT AND SUSPENSION VERIFICATION** (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

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

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

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

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

### **IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

a) **Termination** –The Bibb Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

**(NOTE** to Board/SNP – you may use this as written or substitute your own local procedures)

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such

notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

**V. HUB STATEMENT** (7CFR3016.36(e))

It is the intent of the \_Bibb County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

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

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

**VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

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

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

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

**IX. CIVIL RIGHTS STATEMENT**

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

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

**X. RECORD RETENTION AND ACCESS CLAUSE**



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

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

## **XI. BID PROTEST PROCEDURES**

**(NOTE** to Board/SNP - you may use this as written or substitute your own local procedures)

Protests: A protest shall comply with and be resolved according to Policy DJED and Terms and Condition within the solicitation documentation. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

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

The Bibb County Board of Education shall in all instances disclose information regarding protests to State Agency.

## **XII. NON-COLLUSION STATEMENT**

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

## **XIII. CODE OF CONDUCT**

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 contracts."

Bibb County Board of Education Code of Conduct:

**XIV. DUTY TO EXAMINE**

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

**XV. EXCEPTIONS TO TERMS AND CONDITIONS**

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

**SECTION 3  
SPECIAL INSTRUCTIONS**

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

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

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

1. The adjustments must be tied to an index, making them auditable.
2. It must pertain to all equipment in the solicitation, including delivery.
3. Indicate when price changes will take effect
4. Once adjusted, be firm throughout the remaining contract period).

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

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

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

e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the equipment by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

**II. INVOICING**

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

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

- b) Monthly statements will be broken down by school invoice and mailed to:  
Bibb County School Nutrition  
484 Mulberry Street  
Macon GA 31208  
Attention: Accounts Payable, School Nutrition

### **III. METHOD OF SHIPMENT/DELIVERY**

- a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the equipment within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.
- f) Delivery schedules that fall on a holiday will be made the following business day.

### **IV. EVALUATION FACTORS**

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.
- b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

### **V. SUBSTITUTION CLAUSE**

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

### **VI. ADDITIONAL BID INSTRUCTIONS**

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

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** - Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than ([deadline date for Q&A](#)). Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, which will be posted on the Board of Education's website and notice of the issuance of the Addendum will be given to all parties recorded by the Board/SNP as having received the IFB documents from the Board/SNP. Receipt of the Addendum should be acknowledged in the bid. Although the Board/SNP will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) **Bid examination** -

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

e) **Rejection or Disqualification of bids** -

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best

interest of the Board/SNP.

**f) Evidence of Financial Capabilities (not required - best practice)** - After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the Board/SNP. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

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## **VII. ORDERING INFORMATION**

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable equipment. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable equipment will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of equipment, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with equipment due to concealed damage will be addressed on a case by case basis. Rejected equipment must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

## **VIII. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

## **IX. ASSIGNMENT**

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

## **X. INDEPENDENT CONTRACTOR AND INDEMNITY**

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

## **XI. TIME OF PERFORMANCE**

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of equipment pursuant to the award on [10/1/2017](#)

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

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

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

**XIII. EVIDENCE OF INSURANCE**

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

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

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Bibb County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: Bibb Board of Education, School Nutrition Dept. 2011 Riverside Drive, Macon GA 31204

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

**XIV. EXCEPTIONS**

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

**XV. WARRANTY**

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



**ATTACHMENT A**  
**CONTRACT SIGNATURE PAGE**

This agreement is dated as of 10/1/2017 by and between the Bibb County Board of Education, School Nutrition Dept, (hereinafter called Board/SNP) and \_\_\_\_\_ hereinafter called CONTRACTOR.

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

**ARTICLE 1. EQUIPMENT**

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

**ARTICLE 2. CONTRACT TIME**

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

**ARTICLE 3. CONTRACT PRICE**

Board/SNP shall pay CONTRACTOR for delivery of Equipment in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 10 days from date of delivery unless other terms of payment are agreed upon.

**ARTICLE 4. INVOICE PROCEDURES**

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

**ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

**ARTICLE 6. CONTRACT DOCUMENTS**

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



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

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

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective \_\_\_\_\_, 2017

\_\_\_\_\_ Board of Education

\_\_\_\_\_ Signature of Board member or designee

\_\_\_\_\_ Name of Board member or designee

\_\_\_\_\_ Bidder's Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Name of Company Representative

## ATTACHMENT B

**Equipment Specifications will replace this page. Example of equipment specs below.**

Item	Quantity	Description
1	1ea.	Winston Industries Model No. CAT 522 COOK HOLD OVEN CABINET, ELECTRIC
	1ea.	Warranty for Schools: 5 Years on Parts, 2 Years on Labor
	1ea.	480v/60 amps/3 phase
	1ea.	Right Hand (RH-door hinges in right when facing cabinet)
	1ea.	5" Casters, (2) locking, std.

FOB: Set in place, hook up by others locally.

# ATTACHMENT C VENDOR BID FORM

**Notice to Bidders:**

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

This Bid is submitted to: Bibb County Board of Education  
Procurement Department, On Behalf of School Nutrition  
Elaine Wilson, Procurement Director

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 directed to:*

Contact Name/Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Receipt of Addenda:**

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

Addendum 1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date \_\_\_\_\_

**Checklist for Bidder:**

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

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

**Bid Pricing:**

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

**Total Bid Price:** \$ \_\_\_\_\_

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

\_\_\_\_\_

Company Type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture

Bidder attests that:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Signature\*\*:

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Witness's Signature\*\*:

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

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

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

# ATTACHMENT D - LOBBYING FORM & DISCLOSURE

## UNITED STATES DEPARTMENT OF AGRICULTURE

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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

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Name and Title of Authorized Representative

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Signature

Date