

Johnson County
School Nutrition Program

Johnson County Board of Education
Director of School Nutrition, Redessa Crawford
Large Equipment Bid

2160 West Elm Street
Wrightsville, GA 31096

INVITATION FOR BID

LARGE EQUIPMENT FOR
Johnson County

Issued on: February 25, 2022
Final Date for Written Questions: March 11, 2022
Bid Due Date: March 25, 2022

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

Date: February 25, 2022

Bid Title: LARGE EQUIPMENT

To: All Vendors

Announcement: The Johnson County School Nutrition Program is soliciting bids on large equipment.

Contract Term: This contract term will be from March 25, 2022-April 10, 2022

Submission Procedures: Sealed bids will be received subject to the terms of the solicitation, at the office of: Johnson Co. School Nutrition Program, 2160 W. Elm St., Wrightsville, GA 31021. The solicitation can be found www.johnson.k12.ga.us. or you may request that a paper copy be mailed to you by contacting Redessa Crawford at redessa_crawford@johnson.k12.ga.

Bid must be submitted on the Price Quote form furnished with this document. Price Quote forms must be completed in their entirety. Each vendor is required to furnish all information requested in the invitation for bid. The original bid must be submitted in a sealed envelope marked Johnson County BOE, Redessa Crawford, **Large Equipment Bid By 2pm on March 25, 2022** at the location listed above. An electronic copy should be emailed to redessa_crawford@johnson.k12.ga.us after the bid opening.

Bid Opening will be opened on March 25, 2022 at 2:05 p.m. Bids will be opened at Johnson County Elementary, 2160 W. Elm St., Wrightsville, GA 31096. Please allow ample time for delivery. Faxed bids will not be accepted. **Bids received late will not be considered.**

Contact Info: Redessa Crawford; redessa_crawford@johnson.k12.ga.us; 478/864/3446 Ext. 2713

Award Determination: Award for this Fixed-Firm Contract shall be made to lowest priced responsible and responsive bidders meeting all Johnson County SNP terms and conditions based on the award criteria set forth in the Special Terms and Conditions as consideration. The Johnson Co. BOE reserves the right to accept or reject any and all bids, in whole or in part, with a sound, documented reason and to waive any informality, which may result in awards to other than the lowest bidder, if such action would result in the “best value” for the Johnson Co. BOE SNP. The Johnson Co. BOE reserves the right to re-bid any or all items not assigned in contract.

Your interest and participation are solicited and appreciated.

TABLE OF CONTENTS

DEFINITIONS.....	4
SECTION 1 - TRANSMITTAL PAGE	5
SECTION 2 - STANDARD TERMS AND CONDITION	8
SECTION 3 - SPECIAL INSTRUCTIONS.....	14
SECTION 4 - ATTACHMENTS.....	20
ATTACHMENT A - CONTRACT SIGNATURE PAGE.....	20
ATTACHMENT B– EQUIPMENT SPECIFICATIONS.....	22
ATTACHMENT C – VENDOR BID FORM.....	31
ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE.....	33
ATTACHMENT E – DEBARMENT, SUSPESION, & INELIGIBLE FORM.....	35

DEFINITIONS

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

SECTION 1 TRANSMITTAL PAGE

The Johnson Co. BOE, School Nutrition is requesting sealed bids for Large Equipment due by 03-25-22 at 2 p.m. Bids will be opened at 2:05 p.m. on 03-25-22.

Bids shall be mailed or delivered to Redessa Crawford, Johnson County Schools, Nutrition Program, 2160 W. Elm St., Wrightsville, GA 31096. Bids must be enclosed in a sealed envelope and marked attention: Redessa Crawford, School Nutrition Director and "IFB Large Equipment"

Questions regarding this Invitation for Bid shall be directed to Redessa Crawford 478-864-3346 or redessa_crawford@johnson.k12.ga.us

Bidders may download solicitations by going to www.johnson.k12.ga.us.

I. INTENT

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

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on March 25, 2022 and terminate on April 10, 2022.
- b) **Renewal Option** - This contract may be renewed for up to (2) two one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

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

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, "**IFB for Large Equipment.**"

- b) Bids must be received no later than March 25, 2022 at 2 p.m.
- c) Late bids shall not be accepted. The Johnson County School Nutrition Program shall not be responsible for late receipt of bids. Bids must be mailed or delivered to:

Johnson County School Nutrition Program
 Attn: Redessa Crawford, Director of School Nutrition
 2160 West Elm Street
 Wrightsville, GA 31096

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

IV. BID OPENING DATE/TIME/PLACE

Issue Date	February 25, 2022
Final Date for written questions	March 11, 2022
Deadline for submitting bids	March 25, 2022 at 2pm
Bid Opening	March 25, 2022 at 2:05 pm Johnson County Elementary, 2160 West Elm St. Wrightsville, GA 31096

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period. Price will be the determining factor for the contract award.
- b) The award of this IFB is contingent upon available budget funds and approval of the Johnson County School Nutrition Program.
- c) The Johnson County School Nutrition Program will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately ten days of opening the bids. Submitted bids shall remain valid during this ten-day period. The Johnson County School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof with documented justification.
- d) An official letter of acceptance will be forwarded by the Johnson County SNP to the successful Bidder after bid selection and prior to contract award.

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

VI. SYSTEM CONTACT INFORMATION

- a) This Invitation for Bid (IFB) is issued by Johnson County School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Johnson County School Nutrition Program
 Redessa Crawford, School Nutrition Director
 2160 West Elm Street
 Wrightsville, GA 31096

b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Johnson County School Nutrition Program will accept only written inquiries regarding this IFB until March 11, 2022 in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

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

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

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

otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

SECTION 2

STANDARD TERMS AND CONDITIONS

This contract between the Johnson County School Nutrition Program and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

II. DEBARMENT AND SUSPENSION VERIFICATION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213

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

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in 2 CFR 200.213. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Please see and complete Attachment E.

III. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

- (a) **Immediate Termination** - This contract will terminate immediately and absolutely if the Johnson County School Nutrition Program determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Johnson County SNP cannot fulfill its obligations under the

Contract, which determination is at the Johnson County SNP's sole discretion and shall be conclusive. Further, the Johnson County SNP may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Johnson County SNP determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect or incomplete.
- (b) Termination for Cause-** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the Johnson County SNP to declare the Contractor in default of its obligation under the Contract:
- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Johnson County SNP's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Johnson County SNP determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Johnson County SNP reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Johnson County SNP or the State to liability, as determined in the Johnson County SNP's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Johnson County SNP, the state, or a third party.
- (c) Notice of Default-** If there is a default event caused by the Contractor; the Johnson County SNP shall Provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Johnson County SNP's written notice to the Contractor. If the

breach or noncompliance is not remedied within the period of time specified in the written notice, the Johnson County SNP may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the Johnson County SNP may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Johnson County SNP up to and including date of termination.

(e) Termination Due to Change in Law- The County/City SNP shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of the following:

- (i) The Johnson County SNP's authorization to operate is withdrawn or there is a material alternation in the programs administered by the Johnson County SNP; and/or
- (ii) The Johnson County SNP's duties are substantially modified.

(f) Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason by the Johnson County SNP, the SFA(School Food Authority) shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which Johnson County SNP is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Johnson County SNP under the Contract in the event of termination. The Johnson County SNP shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(g) The Contractor's Termination Duties- Upon receipt of notice of termination or upon request of the Johnson County SNP, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Johnson County SNP may require;
- (ii) Immediately cease using and return to the Johnson County SNP, any personal property or materials, whether tangible or intangible, provided by the Johnson County SNP to the Contractor;
- (iii) Comply with the Johnson County SNP's instructions for the timely transfer of any active files and work product by the Contractor under the Contract;
- (iv) Cooperate in good faith with the Johnson County SNP, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

- (v) Immediately return to the Johnson County SNP any payments made by the Johnson County SNP for goods and services that were not delivered or rendered by the Contractor.

IV. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) STATEMENT (2 CFR 200.321)

It is the intent of the Johnson County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals or noncompetitive proposals (2 CFR 200.321).

Positive efforts include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

V. 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.

VI. 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).

VII. 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.

VIII. CIVIL RIGHTS ASSURANCE

The Johnson County School Nutrition Program hereby agrees that it will comply with:

- i. Title VI of the **Civil Rights Act** of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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 **civil rights** activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Johnson County School Nutrition Program agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Johnson County School Nutrition Program, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Johnson County School Nutrition Program.

IX. RECORD RETENTION AND ACCESS CLAUSE

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

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

X. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to Georgia code or administrative procedures. All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

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

The Johnson County School Nutrition Program shall in all instances disclose information regarding protests to State Agency.

XI. NON-COLLUSION STATEMENT

By signing this contract "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."

XII. CODE OF CONDUCT

Per regulation 2 CFR 200.318(c) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

XIII. 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.

XIV. EXCEPTIONS TO TERMS AND CONDITIONS

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

**SECTION 3
SPECIAL INSTRUCTIONS**

I. METHOD OF PAYMENT AND PRICING INFORMATION

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

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

1. It must pertain to all equipment in the solicitation, including freight on board (delivery, uncrating, and remove packaging).
3. Indicate when price changes take effect or substitutions of equal quality are warranted, in writing (email)
4. Once adjusted, be firm throughout the remaining contract period.

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

c) All bid prices must include all charges for packing and transporting to the individual schools in Johnson County. Training on the piece of equipment, if deemed necessary should also be included in bid price.

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

e) The Johnson County School Nutrition Program will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the equipment. Advance billings are not allowed.

II. INVOICING

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

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

b) Monthly statements will be broken down by school invoice and mailed to Redessa Crawford, Johnson County School Nutrition Office, 2160 W. Elm St., Wrightsville, GA 31096

III. SHIPMENT/DELIVERY

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.

b) In an emergency situation in which the Johnson County School Nutrition Program requires delivery in less than 5 days and the vendor cannot provide the equipment within the emergency delivery period, the Johnson County School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.

f) Delivery schedules that fall on a holiday will be made the following business day.

IV. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Johnson County School Nutrition Program discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Johnson County School Nutrition Program opinion, the best overall solution to meet the Johnson County School Nutrition Program specifications. Price will be the determining factor.

b) The Johnson County School Nutrition Program reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Johnson County School Nutrition Program

V. SUBSTITUTION CLAUSE

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

VI. ADDITIONAL BID INSTRUCTIONS

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

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the Johnson Co. School Nutrition Program before the bid opening deadline March 25, 2022. 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 March 11, 2022. Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, which will be posted on the Board of Education's website and notice of the issuance of the Addendum will be given to all parties recorded by The Johnson County School Nutrition Program as having received the IFB documents from the Johnson Co. SNP. Receipt of the Addendum should be acknowledged in the bid. Although the Johnson County School Nutrition Program will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) Bid examination -

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids -

i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

ii) The Johnson County School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Johnson County School Nutrition Program issuance of a written notice of such irregularities.

iii) The Johnson County School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

iv) Issuance of this IFB in no way constitutes a commitment by the Johnson County School Nutrition Program to award a contract. The Johnson County School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Johnson County School Nutrition Program.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Johnson County School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The Johnson County School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The Johnson County School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Johnson County School Nutrition Program.

VII. ORDERING INFORMATION

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

b) **Inspection** - Upon delivery of equipment, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with equipment due to concealed damage will be addressed on a case by case basis. Rejected equipment must be picked up in less than 7 days.

c) **Emergency orders** - In an emergency situation in which The Johnson County School Nutrition Program requires delivery in less than five (5) days and the Contractor cannot provide the supplies within the emergency delivery period, The Johnson County School Nutrition Program has the option to purchase those supplies from another source with no penalty to either party.

VIII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between The Johnson County School Nutrition Program and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

IX. ASSIGNMENT

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

X. INDEPENDENT CONTRACTOR AND INDEMNITY

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

XI. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of equipment pursuant to the award on March 25, 2022.
- b) The Contractor must comply with the time of performance.

XII. FORCE MAJEURE

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

XIII. EVIDENCE OF INSURANCE

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

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

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Johnson County School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Johnson County School Nutrition Program, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Johnson County School Nutrition Program. Such certificate shall be issued to: Johnson County School Nutrition Program, 2160 West Elm Street., Wrightsville, GA 31096

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

XIV. EXCEPTIONS

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

XV. WARRANTY

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

ATTACHMENT A
CONTRACT SIGNATURE PAGE

This agreement is dated as of March 25, 2022 by and between the Johnson County School Nutrition Program, and _____ hereinafter called CONTRACTOR.

Johnson County School Nutrition Program and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. EQUIPMENT

CONTRACTOR shall provide all equipment as specified or indicated in the Contract Documents. Contractor shall supply and deliver Equipment to the Johnson County School Nutrition Program.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

The Johnson County School Nutrition Program shall pay CONTRACTOR for delivery of Equipment in accordance with CONTRACTOR'S bid, which is attached hereto. The Johnson County School Nutrition Program shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

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

- Johnson County School Nutrition Program, Attention: Redessa Crawford, 2160 West Elm Street, Wrightsville, GA 31096

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Johnson County School Nutrition Program to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Johnson County School Nutrition Program and CONTRACTOR concerning the work, consist of the following:

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

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

IN WITNESS WHEREOF, the Johnson County School Nutrition Program and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to the Johnson County School Nutrition Program and CONTRACTOR.

This Agreement will be effective March 25, 2022.

Johnson County Board of Education

_____ Signature of School Nutrition Director

_____ Bidder's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B EQUIPMENT SPECIFICATIONS

Section I

Seating Upgrades:

Cafeteria Chair Specifications:

Item #1: 18" Cafeteria Café Chair – Sico Horizon

Quantity: 48

18" Ladder-back Chair

Heavy duty café chair with contoured hardwood seat pan manufactured for use in food service environments. The ergonomically designed openings in the chair back provide added comfort as well as a handle grip. The frame legs are tubular steel finished in black powder coating. Chair legs shall have on-marring captive glides to protect the flooring from damage during use. Chair footprint shall be 17"x 20" with a seat back height of 32.5" and a weight of 17 lbs. per chair.

Cafeteria Table Specifications:

Item #2: Sico Pacer Tables

Quantity: 6

Size: Round Table Top, 60"x 60"x 30"H

Top:
Tops shall have high-pressure melamine plastic surface, per NEMA specifications, with a melamine backer for construction balance.

Table top edges shall be sealed with sprayed urethane, bonded to 5/8" core with 5/8" edge radius for moisture control and sanitation; 1 1/2" corner radius for durability and top plastic protection. Banded edges are not acceptable.

Tabletop core shall be 5/8" 47# P.C.F. Medium Density Fiberboard (MDF).

Tops shall be fastened to frame by expansion rivets, not screws.

Frame and Legs:

Tabletop frame shall be unitized (one-piece) 16-gauge minimum structural steel, self-supporting without top.

Two sets of triple center hinges made of 7-gauge steel shall be vertical--not horizontal--for sanitation purposes.

Pivot points shall be a minimum of 10mm dia. steel bolts with aircraft style locknuts.
Steel framing shall be 16-gauge minimum square tubing--63% stronger than 16 gauge round steel.

Table legs to be chrome plated or epoxy powder-coat enamel. Frame to be black epoxy powder-coat enamel.

Safety down-lock shall stop gravity actuated and secure table in the fully open position.

Leg braces shall be a minimum of 21-3/4" off the floor (on 29" ht.) for freedom of leg movement. In folded position unit shall rest on 3" diameter non-marking dual wheel casters.

Manufacturing Qualifications

The manufacturer must have a minimum of ten years manufacturing experience.

The manufacturer must provide a minimum of 5 projects of similar size and scope that they have successfully completed within the past two years. The Manufacturer must have participated in IAAM Regional Specialty Meetings for the past five years. Manufacturer shall provide written 10 year standard warranty. Table shall have Manufacturer's serial number on frame with expanded parts list and operational instructions. If bidding alternate, a list of all deviations from these specifications must be attached.

Item #3: Sico Café Table, 42" Round Top

Quantity: 3

Size: Top 42" Round x 30"H

1. Tops shall have a minimum .040" high pressure plastic top surface, per NEMA specifications.
2. Tops shall use non-stick Rigid Polyethylene backer sheet, providing balanced construction.
3. Table top edges shall be unbanded and sealed with a sprayed urethane bonded to core for durability, moisture control and sanitation. Bonded to 1-1/4" core with 5/8" edge radius for durability, moisture control and sanitation; (T-BAND NOT ACCEPTABLE).
4. Table top core shall be 1.25" 47# medium density fiberboard (MDF). Particle board or plywood not acceptable.
5. Tops shall be pre-drilled and fastened to frame by expansion rivets or wood screws.
6. Formaldehyde-free adhesives must be used to attach the top laminate and rigid vinyl backer.
7. Steel center column shall measure 3" O.D. with 0.095" wall thickness. Column Top Plate must be steel and measure 11"x11" square.
8. Metal frame shall be powder coated with black enamel (matte finish).
9. Must be GREENGUARD certified
10. Manufacturer shall provide written 3-year standard warranty.
11. Table shall have manufacturer's serial number on frame with expanded parts list and operational instructions attached under table top.
12. Bidder must supply list of installations within the state where current product has been in use upon request. Contact person and phone number must be provided.
13. If bidding alternate, a list of all deviations from these specifications must be attached.

Item #4: Sico President Mobile Folding Rectangular Table

30"x 144" Top with 12 attached comfort stools

Quantity: 11

Size: Rectangular 30"W x 144"L x 30"Table Height

1. Tops shall have a minimum .040" high-pressure laminate, per NEMA specifications.
2. Tops shall use High Pressure Laminate backer sheet, providing balanced construction.
3. Tabletop edges shall be unbanded and sealed with a sprayed urethane Armor Edge bonded to core for durability, moisture control and sanitation. 1-1/2" corner radius for durability and top plastic protection bonded to 18 mm (0.709") core with 5/8" edge radius for durability, moisture control and sanitation;
(T-BAND NOT ACCEPTABLE).
4. Tabletop core shall be 18mm (0.709") 32# Ultralight Medium Density fiberboard (MDF). Particleboard or plywood not acceptable.
5. Tops shall be fastened to frame by expansion rivets-no wood screws allowed.
6. Tabletop frame shall be 14-gauge structural steel with 2" deep channel (one piece). The entire top frame shall be unitized construction with fully enclosed ends for support and strength. Legs shall operate from top frame—not tabletop.
7. Table legs to be held securely in the frame with use of a nylon retainer as a bearing surface. No metal-to-metal contact with table legs through the frame channel allowed.
8. Vertical center hinges shall be 7-gauge structural steel. Horizontal hinges not acceptable for sanitation purposes.
9. Table shall fold in one easy operation, assisted by Mechanical Strut Lift Assist System. Strut shall be all steel construction, completely self-contained, internally permanently lubricated with food-grade lubrication, 100% E-coated (Electrophoretic dip) finish, corrosion resistant, insensitive to temperature or harsh environment, marked with serial number from manufacturer and made in the USA. Steel torsion bars or gas (pneumatic) struts not acceptable.
10. Table shall have a 1/2" diameter chrome/steel gravity operated lock and prevent center from raising if weight is placed on table end. Lock to open from the folded and locked position must be located at operator's height. (Except TTA Associate).
11. Pivot points shall be a minimum 3/8" diameter steel bolts with aircraft lock nuts.
12. Metal parts to be high quality nickel chrome plated (or high quality powder coat) on high use/abuse areas, textured powder coat enamel on low contact areas to reduce fingerprints.
13. Stools must rest itself 3-3/4" down on the load-bearing column.
14. Seat support posts shall be non-uniform shaped 16-gauge HSLA steel with a feature to inhibit seat rotation and enhance seat strength while accommodating 1 1/2" X 7/8" non-threaded round caster stem for easy caster installation and replacement. HSLA steel shall have minimum 70,000 psi yield strength.
15. Each stool shall be as follows: 11" x 14.25" contoured Comfort Stool one-piece heavily ribbed ABS plastic with a surface area of 160 in2 with one-piece ABS plastic Accent Guard underside cover shell affixed to Comfort Stool. Accent Guard must follow contour of Comfort Stool and completely

cover the underside of the stool leaving no support ribs in view. Flat rectangular or square stool not acceptable.

16. Stool lateral support arm shall be 1-1/4" 16-gauge HSLA steel with a 1" 16-gauge HSLA steel direct-to-floor load-bearing column. HSLA steel shall have minimum 70,000 psi yield strength.
17. Tubular legs must be 16-gauge HSLA CREW steel with minimum 70,000 psi yield strength. All weldments must be full circumference convex welds.
18. Table shall not have floor level leg members "tripping bars" between seats.
19. Formaldehyde-free adhesives must be used to attach the top laminate and High-Pressure Laminate backer sheet.
20. Glides to be 1-1/2" neoprene (non-marking) w/molded in steel washer insert.
21. In folded position unit shall rest on maximum of 4 x 4" diameter ball bearing raceway casters with non-marking sanitized TPR wheels and immobile center color thread guard.
22. Table must be GREENGUARD certified.
23. Tables must be Underwriters Laboratory listed (UL) (except Associate).
24. Manufacturer shall provide written Limited Lifetime warranty.
25. Table shall have manufacturer's serial number on frame with expanded parts list and operational instructions attached under tabletop.
26. If bidding alternate, a list of all deviations from these specifications must be attached.

Item #5: Sico President Mobile Folding Rectangular Table

30"x 144" Top with 12 attached comfort stools

Quantity: 10

Size: Rectangular 30"W x 144"L x 27"Table Height

1. Tops shall have a minimum .040" high-pressure laminate, per NEMA specifications.
2. Tops shall use High Pressure Laminate backer sheet, providing balanced construction.
3. Tabletop edges shall be unbanded and sealed with a sprayed urethane Armor Edge bonded to core for durability, moisture control and sanitation. 1-1/2" corner radius for durability and top plastic protection bonded to 18 mm (0.709") core with 5/8" edge radius for durability, moisture control and sanitation;
(T-BAND NOT ACCEPTABLE).
4. Tabletop core shall be 18mm (0.709") 32# Ultralight Medium Density fiberboard (MDF). Particleboard or plywood not acceptable.
5. Tops shall be fastened to frame by expansion rivets-no wood screws allowed.
6. Tabletop frame shall be 14-gauge structural steel with 2" deep channel (one piece). The entire top frame shall be unitized construction with fully enclosed ends for support and strength. Legs shall operate from top frame—not tabletop.
7. Table legs to be held securely in the frame with use of a nylon retainer as a bearing surface. No metal-to-metal contact with table legs through the frame channel allowed.
8. Vertical center hinges shall be 7-gauge structural steel. Horizontal hinges not acceptable for sanitation purposes.

9. Table shall fold in one easy operation, assisted by Mechanical Strut Lift Assist System. Strut shall be all steel construction, completely self-contained, internally permanently lubricated with food-grade lubrication, 100% E-coated (Electrophoretic dip) finish, corrosion resistant, insensitive to temperature or harsh environment, marked with serial number from manufacturer and made in the USA. Steel torsion bars or gas (pneumatic) struts not acceptable.
10. Table shall have a ½" diameter chrome/steel gravity operated lock and prevent center from raising if weight is placed on table end. Lock to open from the folded and locked position must be located at operator's height. (Except TTA Associate).
11. Pivot points shall be a minimum 3/8" diameter steel bolts with aircraft lock nuts.
12. Metal parts to be high quality nickel chrome plated (or high quality powder coat) on high use/abuse areas, textured powder coat enamel on low contact areas to reduce fingerprints.
13. Stools must rest itself 3-3/4" down on the load-bearing column.
14. Seat support posts shall be non-uniform shaped 16-gauge HSLA steel with a feature to inhibit seat rotation and enhance seat strength while accommodating 1 1/2" X 7/8" non-threaded round caster stem for easy caster installation and replacement. HSLA steel shall have minimum 70,000 psi yield strength.
15. Each stool shall be as follows: 11" x 14.25" contoured Comfort Stool one-piece heavily ribbed ABS plastic with a surface area of 160 in2 with one-piece ABS plastic Accent Guard underside cover shell affixed to Comfort Stool. Accent Guard must follow contour of Comfort Stool and completely cover the underside of the stool leaving no support ribs in view. Flat rectangular or square stool not acceptable.
16. Stool lateral support arm shall be 1-1/4" 16-gauge HSLA steel with a 1" 16-gauge HSLA steel direct-to-floor load-bearing column. HSLA steel shall have minimum 70,000 psi yield strength.
17. Tubular legs must be 16-gauge HSLA CREW steel with minimum 70,000 psi yield strength. All weldments must be full circumference convex welds.
18. Table shall not have floor level leg members "tripping bars" between seats.
19. Formaldehyde-free adhesives must be used to attach the top laminate and High-Pressure Laminate backer sheet.
20. Glides to be 1-1/2" neoprene (non-marking) w/molded in steel washer insert.
21. In folded position unit shall rest on maximum of 4 x 4" diameter ball bearing raceway casters with non-marking sanitized TPR wheels and immobile center color thread guard.
22. Table must be GREENGUARD certified.
23. Tables must be Underwriters Laboratory listed (UL) (except Associate).
24. Manufacturer shall provide written Limited Lifetime warranty.
25. Table shall have manufacturer's serial number on frame with expanded parts list and operational instructions attached under tabletop.
26. If bidding alternate, a list of all deviations from these specifications must be attached.

Item #6: Sico Senior Mobile Folding Rectangular Table

30"x 120" Top with 12 attached comfort stools

Quantity: 4

Size: Rectangular 30"x 120" x 30"H

1. Tops shall have a minimum .040" high-pressure laminate, per NEMA specifications.

2. Tops shall use High Pressure Laminate backer sheet, providing balanced construction.
3. Tabletop edges shall be unbanded and sealed with a sprayed urethane Armor Edge bonded to core for durability, moisture control and sanitation. 1-1/2" corner radius for durability and top plastic protection bonded to 18 mm (0.709") core with 5/8" edge radius for durability, moisture control and sanitation;
(T-BAND NOT ACCEPTABLE).
4. Tabletop core shall be 18mm (0.709") 32# Ultralight Medium Density fiberboard (MDF). Particleboard or plywood not acceptable.
5. Tops shall be fastened to frame by expansion rivets-no wood screws allowed.
6. Tabletop frame shall be 14-gauge structural steel with 2" deep channel (one piece). The entire top frame shall be unitized construction with fully enclosed ends for support and strength. Legs shall operate from top frame—not tabletop.
7. Table legs to be held securely in the frame with use of a nylon retainer as a bearing surface. No metal-to-metal contact with table legs through the frame channel allowed.
8. Vertical center hinges shall be 7-gauge structural steel. Horizontal hinges not acceptable for sanitation purposes.
9. Table shall fold in one easy operation, assisted by Mechanical Strut Lift Assist System. Strut shall be all steel construction, completely self-contained, internally permanently lubricated with food-grade lubrication, 100% E-coated (Electrophoretic dip) finish, corrosion resistant, insensitive to temperature or harsh environment, marked with serial number from manufacturer and made in the USA. Steel torsion bars or gas (pneumatic) struts not acceptable.
10. Table shall have a 1/2" diameter chrome/steel gravity operated lock and prevent center from raising if weight is placed on table end. Lock to open from the folded and locked position must be located at operator's height. (Except TTA Associate).
11. Pivot points shall be a minimum 3/8" diameter steel bolts with aircraft lock nuts.
12. Metal parts to be high quality nickel chrome plated (or high-quality powder coat) on high use/abuse areas, textured powder coat enamel on low contact areas to reduce fingerprints.
13. Stools must rest itself 3-3/4" down on the load-bearing column.
14. Seat support posts shall be non-uniform shaped 16-gauge HSLA steel with a feature to inhibit seat rotation and enhance seat strength while accommodating 1 1/2" X 7/8" non-threaded round caster stem for easy caster installation and replacement. HSLA steel shall have minimum 70,000 psi yield strength.
15. Each stool shall be as follows: 11" x 14.25" contoured Comfort Stool one-piece heavily ribbed ABS plastic with a surface area of 160 in² with one-piece ABS plastic Accent Guard underside cover shell affixed to Comfort Stool. Accent Guard must follow contour of Comfort Stool and completely cover the underside of the stool leaving no support ribs in view. Flat rectangular or square stool not acceptable.
16. Stool lateral support arm shall be 1-1/4" 16-gauge HSLA steel with a 1" 16 gauge HSLA steel direct-to-floor load-bearing column. HSLA steel shall have minimum 70,000 psi yield strength.
17. Tubular legs must be 16-gauge HSLA CREW steel with minimum 70,000 psi yield strength. All weldments must be full circumference convex welds.
18. Table shall not have floor level leg members "tripping bars" between seats.
19. Formaldehyde-free adhesives must be used to attach the top laminate and High Pressure Laminate backer sheet.
20. Glides to be 1-1/2" neoprene (non-marking) w/molded in steel washer insert.

21. In folded position unit shall rest on maximum of 4 x 4" diameter ball bearing raceway casters with non-marking sanitized TPR wheels and immobile center color thread guard.
22. Table must be GREENGUARD certified.
23. Tables must be Underwriters Laboratory listed (UL) (except Associate).
24. Manufacturer shall provide written Limited Lifetime warranty.
25. Table shall have manufacturer's serial number on frame with expanded parts list and operational instructions attached under tabletop.
26. If bidding alternate, a list of all deviations from these specifications must be attached.

End Section

Section II **Décor Upgrades to Promote Wellness**

Décor Upgrades - Home of the Trojans Royal Blue, Light Blue, Black & Gray with Accent Colors for Open Street Market: Red, Orange & Green

Serving Line Area:

Design & Install Custom Menu Boards Two - 3 Slot Acrylic Sleeves to Accommodate Tray Graphic with Required Meal Components, Breakfast Menu & Lunch Menu (Location-Entrance to Serving Line) 15 "x 36" each

Design & Install 52 Feet of Ants on Parade a lively animated parade of ants carrying their favorite fruits and vegetables and carrying signs with healthy messages on green grass.

Dining Area: Elevation A

Trojan Way Café letters or the chosen name for the lunchroom. 10'x 18" using digitally printed letters with Trojan children. Due to the doors opening out the walls will be covered by the doors and will not be suitable for hanging design elements.

Dining Area: Elevation B & D

Design & Install Open Street Market featuring: Lean Street Meats, Great Grains & Delicious Dairy, Produce Patch: Pick It Every Day. Each store front will feature coordinating products- Produce Patch: fruits & veggies; Bakery; Whole grains and Dairy Low-Fat items. Three Storefronts various sizes 10 wide, 7 wide, 6 wide and all 7.5 feet tall.

Design & Install Eight - 7'3" Royal Blue & White Cornices and Four - 50" wide window cornices also Royal Blue & White design. Design & Install Home of the Trojans with Trojan children. Designate a space for maintenance staff using an IKEA storage cabinet for supplies and designate a staff area for microwaves using an IKEA table and moving it to the corner of the space. Design & Install Trojan Lunchroom Expectations. Designate a Lost & Found section using signage with wall mounted clothes rack and 2 IKEA cabinet cubbies ;one for children and one for lunchroom monitors.

Elevation C: Design & Install large hot air balloons with clouds and birds & School's motto ABC on Trojan Shield & Trojan Children

Installation procedures and materials: All design elements are custom routed, digitally printed or vinyl coated using material made from PVC, high density polyethylene, MDF or canvas. These materials have been treated with flame retardant substances or produced from flame retardant materials. The installation method of décor elements is based primarily on product and/or placement. Concrete fasteners, dry wall screws and high tack adhesives are generally the supplies used for mounting and installing signage and display elements in the décor package.

PROPOSAL FORM

**Johnson County School Nutrition Program
Redessa Crawford
2160 West Elm St.
Wrightsville, Georgia 31096**

We have carefully examined and fully understand the Instructions to Bidders and other documents found in the specifications as prepared by you.

We propose to enter into a contract to furnish, install items as specified at prices quoted.

Total bid proposal price for Section I Seating / Furniture

\$ _____

Total bid proposal price for Section II, Décor Wellness Package

\$ _____

Large Equipment/ Wellness Project Upgrade Total Bid Price \$ _____

Name of Company

Signature of Company Representative Authorized to Submit this Proposal

Printed Name of Representative

-

Address of Company- Street, City, State, Zip Code

Phone Number Fax Number Email

**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 Johnson County School Nutrition Program 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: Johnson Co. Board of Education
School Nutrition Program
Redessa Crawford, Director
2160 West Elm Street
Wrightsville, GA 31096

This Bid is submitted on this date: March 25, 2022

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: Redessa Crawford, School Nutrition Director
Contact Telephone: 478/864/3446
Contact Email: redessa_crawford@johnson.k12.ga.us

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT E
DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The 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 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The 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.

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

Organization Name

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

Signature(s) Date

USDA Non-Discrimination 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.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a 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.

This institution is an equal opportunity provider.

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

