

Murray County Schools
Invitation for Bid
for
Kitchen Equipment
Northwest Elementary Kitchen Renovation
Murray County School Nutrition Program

Issued on: (April 8, 2022)

Bid Due Date: (May 9, 2022)

Section I

Invitation for Bid
Kitchen Equipment
MURRAY COUNTY SCHOOL NUTRITION PROGRAM
Date: Apr 8, 2022

Title: Kitchen Equipment

To: All Vendors

Announcement: Murray County Schools is soliciting bids for Kitchen Equipment to furnish Northwest Elementary School Kitchen renovation set to take place in the summer of 2022.

Submission Procedures: Sealed bids will be received subject to the terms of the solicitation, at the office of: **Murray County School Nutrition Department**. The solicitation can be found at www.murray.k12.ga.us or on the Georgia Procurement Registry at <https://ssl.doas.state.ga.us/gpr/> or you may request that a paper copy be mailed to you by contacting: **Amanda Ridley, 715 W. Chestnut Street, Chatsworth, GA 30705** amanda.ridley@murray.k12.ga.us. Bids must be submitted on the Response forms furnished with this document and the attachment forms must be completed in their entirety. The original and one copy of the bid must be submitted in a sealed envelope marked **“2022 MCS Nutrition Program Kitchen Equipment Northwest Elem Renovation” by 1:00 p.m. on Monday, May 9, 2022 at the location listed above. Bids received late will not be considered.**

Bids will be opened on Monday, May 9, 2022, at 1:30 pm at the location listed above.

Preapproved Equal: Items to be considered for preapproved equals must be entered on the Items for Preapproval Request form. Include the make, model number, bid item line number and a pdf file of the manufacturer's specification sheet for each item you wish to have considered. **Submit your request in email to Amanda Ridley by noon on May 2nd.**

Any request lacking this information or received after the deadline, will not be considered. (Note: Do not include pricing on the Items for Preapproval Request form.) The committee will review items submitted and if approved it will be posted on the Murray County School System website on May 4, 2022. www.murray.k12.ga.us Items not preapproved **cannot** be submitted.

Award Determination: Award for this Fixed-Firm Contract shall be made to lowest-priced responsible and responsive bidders meeting all Terms and Conditions based on the award criteria set forth in the Special Terms and Conditions as consideration. Murray County 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 District. Your interest and participation are solicited and appreciated.

This institution is an equal opportunity provider.

USDA Nondiscrimination 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.

02/06/2020

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Section II

General Terms and Conditions

1. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors 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 Vendor certifies that the Vendor and/or any of its sub vendors 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 Vendor will immediately notify the School Food Authority if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. See Attachment F

By signing this agreement, the Vendor 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. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. **Economic Price Adjustment:** All prices offered shall be firm against any increase from the effective date of the contract for 12 calendar months, if acceptable to both parties.

3. **Contract Term**

The contract between Murray County and the Vendor shall begin and end on the dates specified in the IFB, unless terminated earlier in accordance with the applicable Terms and Conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the calendar year of execution.

4. **Remedy for Non-Performance or/and Termination Clauses**

- a. **Immediate Termination.** This contract will terminate immediately and absolutely if Murray County determines that adequate funds are not appropriated or granted or funds are de-appropriated such that Murray County Schools cannot fulfill its obligations under the contract, which determination is the Murray County Schools sole discretion and shall be conclusive. Further, the Murray County Schools may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the vendor 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) Murray County Schools determines that the actions, or failure to act, of the vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

- (iii) The vendor fails to comply with confidentiality laws or provisions; and/or

(iv) The vendor furnished any statement, representation, or certification in connections with the contract or the bidding process, which is materially false, deceptive, incorrect or incomplete.

b. Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for Murray County Schools to declare the vendor in default of its obligations under the contract:

- (i) The vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to MCS'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 vendor;
- (ii) MCS determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur.
- (iii) The vendor fails to make substantial and timely progress toward performance of the contract.
- (iv) The vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal, state or local law including bankruptcy laws; the vendor terminates or suspends its business; or MCS reasonably believes that the vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The vendor has failed to comply with applicable federal, state, or local laws, rules, ordinances, MCS regulations and orders when performing within the scope of the contract;
- (vi) The vendor has engaged in conduct that has or may expose MCS to liability, as determined by MCS and is at MCS's sole discretion; or
- (vii) The vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of MCS, or a third party.

c. Notice of Default

If there is a default event caused by the vendor, MCS shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within the period of time specified in MCS's written notice to the vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, MCS 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 vendor; and/or
- (iii) Enforce the terms of the contract and seek any legal or equitable remedies.

d. Termination Upon Notice

Following thirty (30) days' written notice, MCS may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the vendor. Following termination

upon notice, the vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the contract to MCS up to and including the date of termination.

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

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

f. Payment Limitation in Event of Termination

In the event of termination of the contract for any reason by MCS; MCS shall pay only those amounts, if any, due and owing to the vendor for goods and services actually rendered up to and including the date of termination of the contract and for which the purchasing district is obligated to pay pursuant to the contract. Payment will be made only upon submission of invoices and proper proof of the vendor's claim. This provision in no way limits the remedies available to MCS under the contract in event of termination. Murray County Schools shall not be liable for any costs incurred by the vendor 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 Vendor's Termination Duties

Upon receipt of notice of termination or upon request of Murray County Schools, the vendor 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 from, and any other matters Murray County Schools may require;
- (ii) Immediately cease using and return to Murray County Schools, any personal property or materials, whether tangible or intangible, provided by Murray County Schools to the vendor;
- (iii) Comply with Murray County School instructions for the timely transfer of any active files and work product produced by the vendor under the contract;
- (iv) Cooperate in good faith with Murray County Schools its employees, agents and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
- (v) Immediately return to Murray County Schools any payments made by Murray County Schools for goods and services that were not delivered or rendered by the vendor.

5. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$150k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean

Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. CIVIL RIGHTS STATEMENT AND ASSURANCE

Murray County Schools 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. 168
- 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 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

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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, Murray County Schools 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 Murray County Schools, 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 Murray County Schools.

Signature: _____

Title: _____

Printed Name: _____

7. Record retention requirement (5 years per Sec. Of State)

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 Murray County Schools 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 Murray County Schools or any authorized representative of Murray County Schools, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of MCS 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 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, MCS 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.

8. 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.

(Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

9. 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).

10. HUB (Historically Underutilized Business) STATEMENT

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

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Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, bids, or noncompetitive procurement

(2 CFR 200.321). Positive efforts include:

- Placing qualified small and minority businesses, women's business enterprises and labor surplus firms on solicitation lists;
- Assuring that small and minority businesses, women's business enterprises and labor surplus firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus firms;
- 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
- Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

11. 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." See Attachment I

12. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the Murray County Board of Education shall participate in selection or in award or administration of a contract supported by the School Nutrition

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Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, office, or agent;
- Any member of his/her immediate family;
- His or her partner;
- An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department. The Board of Education/SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

13. Vendor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFR Parts 3016 and 3019.

This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the state of Georgia. State Sales and Use Tax Certification of Exemption forms will be issued upon request.

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

Per 2 CFR 200 Appendix II Section I: A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete *Attachment E*. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)): Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

15. Protest Procedures

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to, as the acting protest official of Murray County Schools. The protest shall be filed no later than ten (10) days from the award notice and shall include:

- (i) The name, address, and telephone number of the protester;
- (ii) The signature of the protester or an authorized representative of the protester;
- (iii) Identification of the purchasing agency and the solicitation or contract number;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest.

16. Force Majeure (Force of Nature)

If Murray County Schools, in its reasonable discretion, determines that the Force Majeure event is likely to delay vendor’s performance for more than 12 months, Murray County Schools 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 Murray County Schools obligation to pay the vendor for work already completed by the vendor and the vendor’s warranty for work already completed.

17. Insurance Requirements: The vendor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

Coverage	
Limits of Liability	
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 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, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Murray 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 School Nutrition Program. Such certificate shall be issued to Murray County Board of Education, School Nutrition Program.

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

18. 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 nor shall it give rise to any contract claim.

19. 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 SFA 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 SFA 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) **Addendum:** If clarification of the specifications/instructions is required the request shall be made in writing no later than the time and date specified on the Invitation for Bid Timeline. The school district will respond

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to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening.

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 and dated, may be rejected as non-conforming.
- ii) The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
- iii) The 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 School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
- v) Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years, with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.

- vi) The 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 School Nutrition Program.

20. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

21. PROPRIETARY INFORMATION

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released, and the school district shall not be held liable.

22. CONTRACT WORK HOURS/SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (where applicable)

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles.

23. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

[Appendix II to 2 CFR200(f) (if applicable)]

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or

nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Section III

Special Terms and Conditions

1. Brands and Models

A vendor’s failure to deliver any items according to the specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the vendor list. If any items do not meet these specifications, the items will be picked up at the vendor’s expense and removed from the premises of the school at the sole cost of the vendor.

If there is an error in the model number contained in the bid, the district reserves the right to notify each of the vendors through an Addendum, separate from the bid request, of such change and may require all bids to be in compliance with such modifications. In the case of an error in the model the district further reserves the right to cancel the Invitation for Bid.

2. Pricing (see bid form)

All equipment herein specified, unless marked otherwise, shall be priced per each, delivered to specified school, uncrated, assembled, set in place, and all packing materials removed from site.

3. Vendor’s Evidence of Responsibility

Murray County reserves the right to require a financial statement and/or Dunn and Bradstreet rating from any vendor who submits a bid. The vendor must submit a current financial statement

and/or Dunn and Bradstreet rating within 24 hours after notification of such requirement.

4. Tests

The successful vendor shall be responsible for the satisfactory operation of the assembled equipment. Calibration and startup of all the installed equipment shall be required. Vendor must test all the installed equipment thoroughly to ensure the equipment is in perfect working order. Defects or deficiencies noted as a result of equipment start up or tests shall be corrected to the complete satisfaction of the District.

5. Demonstration and Instruction

Successful vendor(s) shall have manufacturer's representatives demonstrate the use, care, minor adjustments, and maintenance of equipment to kitchen personnel at each site within 20 working days of delivery. Demonstration should be coordinated with the director of the purchasing district.

Successful vendor(s) shall submit two envelopes during equipment demonstrations, each containing written instructions on use and care of the equipment, warranties, and parts list for equipment. One envelope must be submitted to the cafeteria manager at the time of the equipment demonstration and the second copy shall be sent to the Food Service Office within 20 working days.

During the demonstration, the successful vendor will provide contact names and telephone numbers to call in the event of equipment failure during the warranty period to the cafeteria manager and the Food Service Office.

6. Warranties

All equipment bid shall be new, of the best quality, and without flaw. Equipment shall be turned over to the District at the completion of installation in perfect condition unless written notice is provided to, and acceptance made by the District Director. All workmanship and labor shall be of the best in their respective fields, by skilled mechanics of the trades involved.

7. THE SUCCESSFUL VENDOR SHALL GUARANTEE ALL EQUIPMENT FOR A PERIOD OF AT LEAST TWO (2) YEARS FROM THE DATE OF INSTALLATION. COMPRESSORS IN REFRIGERATED EQUIPMENT SHALL BE GUARANTEED FOR A PERIOD OF AT LEAST FIVE (5) YEARS FROM THE DATE OF INSTALLATION. IF AT ANY TIME WITHIN THE WARRANTY PERIOD ITEMS ARE FOUND TO BE FAULTY, DUE TO POOR WORKMANSHIP OR DEFECTIVE MATERIALS, THE SUCCESSFUL VENDOR SHALL REPLACE OR REPAIR EACH DEFECTIVE PART TO THE COMPLETE SATISFACTION OF THE DISTRICT AT NO COST TO THE DISTRICT. IF WITHIN THE FIRST YEAR OF OPERATION, AFTER 3 SERVICE CALLS, ANY PIECE OF EQUIPMENT IS STILL FOUND TO BE DEFECTIVE OR DEFICIENT, IT SHALL BE REPLACED WITH A NEW, IDENTICAL UNIT, OR REMOVED AT THE VENDOR'S EXPENSE AND THE COST REFUNDED TO THE DISTRICT, WHICHEVER THE DISTRICT CHOOSES.

8. Delivery

Deliveries will not be accepted during any school breaks or holidays unless prior approval is received from the Director. The Cafeteria Manager, or Food Service Director must sign the

receiving invoice. No other employee's signature will be accepted for invoice approval and payment. Items ordered are to be delivered to the specified school, uncrated, assembled, set in place, and all packing materials removed from site.

9. Purchase Orders

MCS Nutrition Program shall furnish a purchase order to the vendor at the time an order is placed. Upon receipt of purchase orders, the district requires a signed acknowledgement and an estimated shipping date from the vendor.

10. Shipping

All prices are to be F. O. B. delivered to the location, Northwest Elementary School 110 McEntire Circle Chatsworth, GA 30705

If the item(s) have not been delivered by the agreed upon delivery date and no written extension of such delivery date has been granted by the district, the district reserves the right to cancel the purchase of the ordered item(s) and/or any other pending purchase orders from the same vendor and/or permanently remove the vendor from the district vendor list.

11. Invoicing

Payment will be made by the district after completion and acceptance of all services. However, final acceptance will not be made until after inspection and approval by the ordering authorized representative.

The successful vendor will be required to supply an original and one copy of each invoice and to reference all invoices to the purchase order to which they pertain.

No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the District's authorized representative.

All invoices and/or financial correspondence should be directed to Murray County School Nutrition Program 715 W. Chestnut Street Chatsworth, GA 30705.

12. Compliance

Final inspection of all products for acceptance or rejection will be made by the District's authorized representative. Final inspection resulting in acceptance or rejection of the products will be made as soon as practical, but failure to inspect shall not be construed as a waiver by the district of their rights to reject such products or to claim reimbursement or damages for such products which are later found to be defective or not in conformance with the required specifications.

Attachment A
Murray County Schools (MCS) – Contract Agreement

THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THE BID.

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents, in providing Temporary Placement Services to the Murray County School Nutrition Program, and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by Murray County Schools. In the event vendors fail to comply, they will be removed from the vendor list.

Company Name

Representative's signature
(must be signed in ink)

Address

Representative's Name
(please print or type)

MCS kitchen Equipment Bid

City, State, and Zip Code

Email Address

Date

Telephone Number and Extension

Fax Number

It is understood that all prices bid include delivery to the district warehouse or to the individual schools or departments specified.

All items bid in this invitation for bid include a full two (2) year warranty.

Please note the gas is PROPRANE for this location.

Signing the Contract Agreement affirms that the original bid has not been altered in any way.

LOBBYING FORM & DISCLOSURE
Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a) Contract b) Grant c) cooperative agreement d) loan e) loan guarantee f) loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a) bid/offer/application b) initial award c) post-award <p>3. Report Type:</p> <ul style="list-style-type: none"> a) initial filing b) material change <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ____ Prime ____ Sub awardee Tier _____, if Known:</p> <p align="center">Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>15. 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants 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 bid (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid 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.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OMB

Reporting Entity: _____ Page _____ of _____

Empty disclosure area for reporting entity and lobbying activities.

Attachment C

Murray County Schools
VENDOR INFORMATION FORM

Company or Business Name:
<i>(Refer to instructions on the bottom of page.)</i>
Individual Name:
Federal ID or Social Security Number:
<i>(Please use 9 digit standard format: FEIN XX-XXXXXXX or SSN XXX-XX-XXXX)</i>

PURCHASE ORDER MAILING ADDRESS and CONTACT INFORMATION:
Street address: City:
Phone:
Contact Name: E-Mail Address:
Contact Name: E-Mail Address:
Account/Contract #:
State:
Zip Code:
Cell Phone:
Fax:
Web Site:
Discount
Shipping Terms

REMITTANCE ADDRESS and CONTACT INFORMATION (if different from address listed above)
Street address:
<i>include building/suite number</i>
City: State: Zip Code:
Phone: Fax: Contact:
Doing Business As: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Educational
<input type="checkbox"/> Governmental <input type="checkbox"/> US Citizen/Resident <input type="checkbox"/> Non-Resident Alien <input type="checkbox"/> Other

INSTRUCTIONS

- *Sole Proprietors:* Must enter your individual name (as shown on your social security card) on the Individual Name line. You may enter your business or "doing business as" name on the Business Name line. For the Taxpayer Identification Number, enter either your Social Security Number or the Federal Employer Identification Number of the business.
- *Business Name:* Enter the name of the entity as it is listed with the IRS on the Form SS-R, Application for Employer Identification Number. This name should be consistent with the name used on tax returns.

MCS kitchen Equipment Bid

VENDOR
How long have you been in business?
Do you currently do business with Murray County Schools? In what capacity?
List other school systems you currently service

CONFLICT OF INTEREST POLICY
Does any Officer, Director, Owner or Partner in this company have a relationship with the Murray County Schools? <input type="radio"/> YES <input type="radio"/> NO
The types of relationships include: 1. A spouse/partner or minor child is employed by Murray County Schools. 2. A financial relationship with a Murray County Schools employees. 3. A personal relationship with a Murray County Schools employee.
If yes, please state the NAME and RELATIONSHIP to individual:
Does any Officer, Director, Owner or Partner in this company hold a position at Murray County Schools in a department or school? <input type="radio"/> YES <input type="radio"/> NO If yes, please state the NAME and RELATIONSHIP to individual:

VENDOR APPLICATION VERIFICATION

The undersigned certifies that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. Further, I affirm that this company's employment practices do not discriminate because of age, race, creed, color, sex, national origin, religion, or disability.

I also understand that Murray County Schools is on a Net 30 day payment schedule and that payment will not be made until 30 days after the date of invoice and/or receipt or completion of goods and services.

Typing/signing your name certifies information is correct.

VENDOR SIGNATURE		
TITLE	PHONE	DATE

This form is available electronically. Attachment D

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

AD-1048

Lower Tier Covered Transactions

<p>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.</p> <p>According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.</p>	
<p><u><i>(Read instructions on page two before completing certification.)</i></u></p>	
<p>A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;</p> <p>B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.</p>	
<p>ORGANIZATION NAME</p>	<p>PR/AWARD NUMBER OR PROJECT NAME</p>
<p>NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)</p>	
<p>SIGNATURE(S)</p>	<p>DATE</p>

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). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) 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.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E

MURRAY COUNTY SCHOOLS

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Murray County Schools has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Murray County Schools, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Murray County Schools at the time the subcontractor(s) is retained to perform such service.

Everify Number(EEV)	Contractor Name
Authorized Officer/Agent	Title of Authorized Officer/Agent
Printed Name of Authorized Officer/Agent	Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS

_____ Day of _____, 20____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Attachment F

MURRAY COUNTY SCHOOLS

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (contractor's name) _____ on behalf of the Murray County Schools has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

E-verify Number(EEV)	Subcontractor Name
Authorized Officer/Agent	Title of Authorized Officer/Agent of Sub
Printed Name of Authorized Officer/Agent	Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS

_____ Day of _____, 20____

Notary Public

My Commission Expires: _____

Date

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Must be completed by all firms and returned with the Bid Response Form. References must be from customers (at least three (3) public school systems) for whom your firm has provided a similar scope of work during the past twenty-four months. One must include a School Nutrition Program in Georgia.

1. _____

Company/School System

Telephone Number/Name of Contact Person

Address City State Zip Code

Scope of Work Completed _____

2. _____

Company/School System

Telephone Number/Name of Contact Person

Address City State Zip Code

Scope of Work Completed _____

3. _____

Company/School System

Telephone Number/Name of Contact Person

Address City State Zip Code

Scope of Work Completed _____

Attachment H

Equipment Specifications NORTHWEST ELEMENTARY SCHOOL

Item 1. Hobart Model CL44eN-BAS Dishmachine

- Machine direction of operation to be **Left to Right**.
- Machine electrical voltage to be **480/60/3ph**.
- Machine to include 15 kW electric immersion heater controlled by solid-state thermostat with positive low water protection.
- Machine to be provided with Internal, atmospheric stainless steel, pre-wired and pre-plumbed 30kW booster heater for 110-degree incoming water. (field convertible to 15kW for 140-degree incoming water).
- Machine **MUST** be Energy Star Rated.
- Machine to have a minimum capacity of 202 racks per hour with 5.6 feet per minute conveyor speed.
- Machine to include Opti-Rinse™ system using no more than .62 gallons per rack at 20 psi.
- Machine to include final rinse rate to be 2.1 GPM or 126 GPH.
- Machine to be provided with Configurable NSF Pot & Pan mode.
- Machine to be provided with water hardness input & delime notification
- Machine to be provided with standard features which include a dirty water indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones & service diagnostics.
- Machine to be equipped with anti-jam protection that includes an electronic sensor to monitor the conveyor drive output RPM and electrically shut the unit off in the event of a change in RPM.
- Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
- Machine to have double wall insulated hinged doors.
- Machine to include soil management system to have a single SST slanted screen, and a deep collection basket.
- Machine to include tank and chamber to be constructed of #16-gauge stainless steel.
- Machine to include 2 HP wash pump motor with inherent overload protection and manual reset located on the motor.
- Machine to include stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
- Machine to be provided with dual point electrical connection.
- Machine to include factory installed pressure reducing valve for the hot water connection on all internal booster equipped machines
- Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- Machine to be provided with Integrated SST pump intake screen.

- Machine to have self-aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
- Machine to include rinse arms with an integrated in line water filter
- Machine to include electrical interface points for chemical pump connections provided as standard.
- Machine to be provided with vent fan control, as well as external (optional) booster heater control.
- Machine to be standard with Automatic fill. Tank water level to be automatically maintained.
- Machine to have a drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.
- Machine to include stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
- Machine to have full one-year warranty on parts, labor, and mileage against manufacturer's defects.
- Machine to be provided with **Two (2) E-Series Adjustable Extended Vent Cowl; and a Table Limit Switch (field installed).**
- Machine to be provided with Field Installed optional accessories that include a **WS-80 Water Softener, six (6) peg dish racks, two (2) flat dish racks, and two (2) sheet pan racks.**
- Machine to be provided with **Hobart Care Unlimited (second year warranty).** When dishmachine is installed by dishmachine manufacturer's company-owned, authorized warranty service office, an additional 6 months of warranty coverage is provided, totalling 30 months of warranty coverage when combined with Hobart Care Unlimited offering.

Or Pre approved Equal

Item 2 Fryer Battery Pitco model SE14R-2FD with BNB dump station on left side

Fryers to include:

- stainless steel peened tank with 10-year warranty
- stainless steel front/door/sides
- 40-50 lbs capacity per fryer
- drain valve interlock
- fixed electrical elements
- twin baskets
- powered basket lifts
- 1 ¼" full port drain
- drain line clean out rod, crumb scoop, fryer cleaner sample packet
- tank covers for both fryers
- 9" adjustable rear non locking and front locking rigid Casters
- high temperature safety limit switch
- Digital controller with 2 timers, melt cycle & boil out mode
- 208 volt/3 phase/22 KW per fryer/62 amps per fryer

- Integrated Solstice Prepackaged Fryer System with Solstice™ Filter Drawer System located underneath the two fryers
- 1 case of Solstice filter paper

or Preapproved Equal

Item 3. Skillet, gas, 40 gallon, tilting Cleveland, Propane Gas SEL-40-T

Unit shall be stainless steel body, power tilt, manual hand tilt or both tilting mechanism available, one piece heavy gauge cover with vent, double pantry faucet with necessary equipment for mounting to unit, pan holder insert(carrier) and grease strainer or lip.

or Preapproved Equal

Item 4. Steamer, Convection 10-pan, Cleveland Propane Gas 24-CGA-10

Unit shall be pressureless, stainless steel interior and exterior with cove corners and dual gas generators. Unit shall be mounted on 6" legs. Compartment capacity to accommodate ten (10) 12" X 20" X 2" deep hotel pans. Solid state controls with digital timer, compensating thermostat, audible signal for cooking cycle completion, two piece door construction, stainless "slam latch". In-line replacement water filter as manufactured by Everpure, 3-M, or equal.

or Preapproved Equal

Item 5. Single door, Pass thru, Heated Cabinet, Traulsen Model AHF132WP-HHG

- Single-glass, half doors on both sides
- Cabinet exterior front and sides constructed of stainless steel; top, back, and bottom constructed of aluminized steel
- Cabinet interior constructed of aluminum
- Doors equipped with Santoprene gasket protecting metal door pan, removable plug cylinder lock, and cam-lift/gravity action/self-closing metal glide hinges.
- Hinges to include a concealed switch to automatically activate interior LED light.
- 2" thick high density polyurethane foam insulation in cabinet and doors.

- Microprocessor control system includes 3-digit LED display, and Fahrenheit or Celsius temperature scale display.
- Universal tray slides
- Adjustable, stainless steel legs
- Include low watt density, serpentine style, heater. Down-air distribution duct and a vent, located at the top of the cabinet
- 1500 watts, 208/120 volt, 1ph electrical
- Hinging Control (kitchen) side: Left hinged Service side: Right hinged

or Preapproved Equal

Item 6. Refrigerated, one section, pass-thru

Traulsen model AHT132WPUT-HHG

- Cabinet shall be stainless steel exterior and aluminum interior with cove corners
- Single-glass, half doors on both sides
- Doors with self-closing cam-lift hinges and snap-in magnetic, e-z clean, Santoprene gaskets, and heater wires around door frame
- Adjustable stainless steel legs
- Adjustable universal pan slides
- Top mounted refrigeration, 1/3 hp compressor, thermal expansion valve, intela-traul controller, and R-450a refrigerant
- 120 volt 1 phase electrical
- Hinging Control side (Kitchen) - Right hinge Service side – Left hing

or Preapproved Equal

Item 7. Ice and Water Dispenser (THIS IS NOT AN ICE MAKER.) Hoshizaki DCM BAH with Stand DS500

Ice and water dispenser, manual fill, lever style ice dispensing, one piece ABS base, drain kit, s/s leg kit, UL, NSF, CSA, LA.

or Preapproved Equal

**Item 8. Milk box, forced air, 16 Crate, Single
Access Traulsen RMC 58S4**

Unit to be forced air style, exterior and interior to be stainless steel with holders for milk crates. Unit to hold 40 degrees or less for four (4) hours with doors open. Provide unit with door locks, sliding Lift up and down doors, and four (4) swivel casters- two Locking. NSF listed drain, cord and plug to match receptacle at site.

or Preapproved Equal

Attachment I

KITCHEN EQUIPMENT QUOTE RESPONSE FORM

ITEM NUMBER	BRAND/MODEL NO	PRICE
1. DISHMACHINE CONVEYOR 44 INCH		
2. DEEP FAT FRYER		
3. TILTING SKILLET		
4. STEAMER 10 PAN		
5. PASS THRU HEATED		
6. PASS THRU REFRIGERATED		
7. ICE AND WATER DISPENSER		
8. MILK BOX		

Vendor Name: _____

Authorized Signature _____

Print Name

_____ Date _____

Attachment J

BID SIGNATURE AND CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, Contractor, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et.seq. have not been violated and will not be violated in any respect.

Authorized Signature _____

Print/Type Name

Company Name _____

Print/Type Name

Date _____

Attachment K

Preapproval Request form

Bid Item Number	Make	Model Number

You must include a pdf file of the manufacturer's specification sheet for each item you wish to have considered. Submit your request in email to Amanda Ridley by noon on May 2nd.

Authorized Signature _____

Print/Type Name

Company Name _____

Print/Type Name

Date _____

MURRAY COUNTY SCHOOLS NUTRITION CONTACT LIST

706-517-0155 FOOD SERVICE Amanda Ridley, Food Service Director

NORTHWEST ELEMENTARY

110 McEntire Circle
Chatsworth, GA 30705

**706-695-7740 LUNCHROOM email: Amber.parker@murray.k12.ga.us
Amber Parker, Manager**

SUBMISSION CHECKLIST

2022 MCS Nutrition Program Kitchen Equipment Northwest Elem Renovation

The following are required items. Please make sure all the following bid documents are submitted with your bid package. If any documents are excluded, your bid will not be considered. One (1) original and two (2) copies of the following bid documents shall be submitted with your bid package:

- Contract Agreement
- Certificate of Liability including Workers' Compensation
- Contractor Affidavit
- Subcontractor Affidavit
- All Certificates, Licenses and Requirements specified in the RFP
- IFB Response Form and Bid Certification Form
- Reference Letters (3)
- Lobbying Certificate
- Debarment, Suspended, and Ineligible Status
- Vendor Information Form