

**Superintendent of Schools**

Dr. Mark Scott

**Board Members**

Helen Hughes, Vice Chairman Mr. Fred Wilson, Chairman Dave Crockett

Lori Johnson Hoke Morrow

Dr. Rick Unruh Bryan Upshaw

**INVITATION TO BID**

**Date Released:** February 26, 2020

**Bid Number:** 20-034

**Bid Name:** Large Equipment for Various Schools

The Houston County School District is soliciting bids for large equipment for various schools. Specifications, terms and conditions are contained herein. It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver all products listed on the Bid Response Form to the Houston County School District.

**BID DUE/OPENING DATE/TIME:** March 20, 2020/2:00 P.M. EST

**LOCATION:** Purchasing Department, 200 Jerry Barker Drive, Warner Robins, GA 31088

**SAMPLES DUE BY:** No samples are required for this bid.

**DEADLINE FOR WRITTEN QUESTIONS:** March 13, 2020

Mail or hand deliver Bid Response Form with Attachments B, C, D, E, and F to the Buyer listed below. Bids must be submitted using the Bid Response Form included in this ITB.

All Bids and supporting documentation must be enclosed in a sealed envelope and marked “ITB #20-034, Bid Due Date/Time: March 20, 2020/2:00 P.M.”

The Houston County School District is not responsible for bids that are not received by the Buyer in the Purchasing Department at the address below by the due date and time. Late bids will not be considered in bid evaluation.

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

L. Renee Langston, CPPB

200 Jerry Barker Drive

Warner Robins, GA. 31088

Phone: (478) 988-6211

Fax: (478) 988-6212

Email: Renee.Langston@hcbe.net

This institution is an equal opportunity provider.

**DEFINITIONS**

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

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

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

**Bid Unit** - The unit designation, which shall be applicable to all pricing, offered for bid evaluation purposes. Unit cost, freight, fixed fee, 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.

**Board** – Houston County School District

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

**Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

**Dry Food Product**- A dry product that does NOT require freezing or refrigeration.

**HCSD** – Houston County School District, by its duly elected Houston Board of Education.

**Invitation To Bid** (ITB) - A type of solicitation document used in competitive bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the most responsive and responsible Bidder whose bid is lowest in price. The ITB must be publicly advertised with sufficient time to respond by the date and time set for opening the bids.

**Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and state how the product will be packaged and to provide a cost for purchase unit.

**Purchase Unit** - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

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

**NSLP** - National School Lunch Program

**SBP** - School Breakfast Program

**SNP** – School Nutrition Program

1. **GENERAL INFORMATION FOR BIDDERS**
2. From the issue date of this Invitation to Bid (ITB) until an award has been announced, Vendors shall not communicate with any HCSD employee, with the exception of the name stated on page one of this document or the Director of Purchasing, concerning this ITB or any information herein. The Houston County School District reserves the right to reject the bid response of any Bidder violating this provision.
3. Whenever the terms “shall,” “must,” “will,” or “is required” are used in this ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.
4. Contracts are non-exclusive as the HCSD reserves the right to purchase any products from any Vendor at any time.
5. **BIDS**
6. The HCSD reserves the right to:
7. Waive formalities and technicalities in any bid.
8. Reject any and/or all bids when it will be in the best interest of the HCSD.
9. Accept the bid that in HCSD’s judgment will be in our best interest.
10. Purchase from any source, in part or in whole, any supplies, equipment or services.
11. Award on individual items or on a lump sum basis.
12. Award this bid to the Vendor who in the HCSD's opinion is most responsive and responsible and will perform in the best interest of HCSD.
13. Price alone may not be the determining factor in award of this bid.
14. The Bidder may give bids on any one or more items. Bidders must bid on specific brand and item number if listed. However, Bidders may offer alternates on a separate list that meet or exceed the product number listed.
15. In the event of one or more Vendors quoting the exact same price and this being the lowest price bid, the tie will be broken by a coin toss conducted by someone other than the buyer responsible for this ITB.
16. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
17. The HCSD will not be responsible for any bid responses not received at the correct time/location prior to bid due date/time. It is the responsibility of the Vendor to insure bids are received at the proper time/location regardless of delivery method.
18. 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 HCSD reserves the right to request information or respond to inquiries for clarification purposes only.
19. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid may do so by submitting a request in writing to the Buyer listed on page one of this document. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
20. It is the responsibility of each Bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time, and it shall not give rise to any contract claim.
21. Any Bidder who has demonstrated consistently poor performance with HCSD or other similar entities or has had a contract canceled by HCSD due to poor performance during a current or previous Agreement with the HCSD may be considered a non-responsible Bidder and their bid may be rejected. The HCSD reserves the right to exercise this option as is deemed to be in the best interest of the HCSD.
22. Once a bid is awarded, if the awarded Bidder declines their award, the Bidder will be considered a non-responsible Bidder and future bids may be rejected for up to three years.
23. **PRICE**

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

Vendors may petition for an increase based on an emergency created by unusual market conditions. The Vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

1. **SAMPLES**

No samples are required for this bid.

1. **QUESTIONS**

Questions regarding this Invitation to Bid shall be directed in writing only to the Buyer listed on page one of this document. All questions and answers will be posted on the HCSD website as they are received at [www.hcbe.net](http://www.hcbe.net) under “Departments,” “Purchasing”. It is the responsibility of each Bidder to inquire about any aspect of the ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The HCSD will accept only written inquiries regarding this ITB up to 5 business days prior to bid closing date.

1. **AMENDMENTS/ADDENDUMS**

All amendments/addendums will be posted to the HCSD website at [www.hcbe.net](http://www.hcbe.net) under “Departments,” “Purchasing,” and it is the Bidders’ responsibility to view any posted items. It is recommended that Vendors refer to the website on a regular basis during the course of this bid.No amendments/addendums will be posted within 5 days prior to bid closing.

1. **COST OF SUBMITTING RESPONSE**

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

1. **AWARD**

This bid may be awarded to one or more Vendors. Award is contingent upon available funds and necessary approvals. Award will be made within sixty (60) days of the bid opening date. The selected Vendor(s) shall provide products in accordance with the specifications, all terms and conditions, instructions and applicable amendments/addendums in this ITB. Notification will be forwarded by HCSD to the successful Bidder after bid selection. HCSD has the right to cancel the bid and make no award if it is in the best interest of the HCSD.

1. **BRAND NAME**

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

1. **MARKING**

Merchandise in full cases shall have an identification marking on the outside of the case. Packing slip/list shall include the Purchase Order Number or contact name supplied by SNP.

1. **SAFETY**

Material Safety Data Sheets shall be provided for all applicable items and must accompany delivery.

1. **ORDERS**

A purchase order will be entered after the bid award.

1. **DELIVERY**
2. Vendor is responsible for all delivery costs.
3. Vendor shall be responsible for the removal of all packing material and debris when delivering items that need to be unpacked or installed by the Vendor.
4. The Bidder shall deliver inside at each school kitchen receiving point. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway or passageway as designated by a School Nutrition Designee. Under no circumstances may a delivery be left outside the building.
5. **INSPECTION**

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

1. **PAYMENT**
2. SNP shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by SNP personnel, and receipt of invoice. Advance billings are not allowed.
3. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.
4. Payment may be made by check or by credit card. If a fee will be added to the invoice for use of a VISA credit card, it must be noted on Attachment B, Certification Letter.
5. **INVOICES**
6. All invoices shall be addressed as follows:

Houston County School District

School Nutrition Program

Attn: Barbara Studstill

1100 Main Street

Perry, Georgia 31069

1. At the time of delivery to the schools, two (2) copies of the Vendor’s invoice shall be left with the School Nutrition Designee. Invoices cannot be changed and Vendor shall post his records to agree with the invoice
2. All copies of the invoice must be signed at the time of delivery by the School Nutrition Designee.
3. A credit or replacement will be issued for damaged or unacceptable items as determined by the Director of School Nutrition. Replacement of damaged or unacceptable items will be made no later than the next delivery date. In the event of errors, a credit/debit shall be issued against the invoice as it was presented to the School Nutrition Designee. The credit or debit shall be sent to the address listed above.
4. All invoices are to clearly indicate the account name, school name, date, product, brand name, quantity, unit price and total prices.
5. **FACILITIES AND EQUIPMENT**

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

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

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. In addition to other requirements, the following are specifically enumerated.

1. A contract will not be established for this bid. Vendors are asked to include on their Bid Response Form the length of time their bid prices will be held as future purchases may be made from this ITB as needed.
2. **TERMINATION OF AGREEMENT, CONTRACT, or AWARD**

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

1. **FAILURE TO BID**

If you do not wish to bid, please return this bid and state reason(s).

1. **BID SUMMARY**

A bid summary shall be sent to all responding Bidders and will be placed on the HCSD website.

1. **REFERENCES**

Each Bidder shall submit on enclosed form a minimum of 3 references. Preferred are references from other school systems in Georgia. Reference Form is attached as Attachment F. HCSD reserves the right to solicit references from businesses that have had a recent working relationship with the Bidder. These references may be used to evaluate the responsibility level of a Vendor and may influence the award of this ITB.

**STANDARD TERMS AND CONDITIONS**

1. **LOBBYING CERTIFICATE** (for bids over $100k)

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

1. **DEBARMENT AND SUSPENSION VERIFICATION**

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

1. **BUY AMERICAN STATEMENT**

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

1. **REMEDY FOR NON-PERFORMANCE/TERMINATION OF AGREEMENT, CONTRACT, OR AWARD**

In the event that a vendor does not perform according to the standards and conditions described in this ITB that is made a part of the contract with HCSD, HCSD may take measures to remedy the default. The optional remedies for non-performance are listed below. HCSD and Vendor agree that the damages caused by a breach of the ITB terms incorporated into a subsequent contract are difficult or impossible of estimation due to labor costs and costs to cure when Vendor does not deliver as stated in the ITB and Vendor acceptance. In order to provide for damages and estimate a reasonable probable loss, HCSD and Vendor agree to the following damage calculation as an optional remedy for the Vendor’s breach.

1. **Damages -** Payment for Damages will be accepted in the form of credits on the following month’s statement.

Non-Delivery: In the event that a delivery does not occur at all on the scheduled delivery day, the Vendor may be assessed damages for up to 20% of the cost of the missing order for each school that did not receive a delivery.

Late Delivery: In the event that the entire delivery is not delivered by the required delivery date, the contractor may be assessed a financial penalty for up to 20% of the cost of the late order. Backorders are considered a late delivery if not delivered prior to the stated date listed in this ITB.

Incorrect Shipment and Delivery: Failure to deliver all items according to the delivery requirements listed in this ITB may result in the Bidder being assessed a financial penalty for up to 20% of the cost of the items that were shipped incorrectly.

The company that is awarded this bid will be responsible for any fees assessed by SNP, regardless of other entities or services that may have been involved in the production or delivery of the product.

1. **Suspension –** In the event that either the Vendor or the District defaults in the performance of any obligation specified in the agreement, contract, or award, the non-defaulting party shall notify the other party in writing and may suspend the agreement, contract, or award in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
2. **Termination –** The Houston County School District reserves the right, at any time and for its convenience, to terminate the agreement, contract, or award in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the agreement, award, or contract up to the effective date of termination, less any payments previously made by the District/SNP for such Goods or Services, but in no event shall the vendor be entitled to recover loss of profits.
3. **HUB STATEMENT** (7CFR3016.36(e))

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

1. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, 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.

1. **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).

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

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

1. **CIVIL RIGHTS STATEMENT**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

1. **CIVIL RIGHTS ASSURANCE**

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.

1. **RECORD RETENTION AND ACCESS CLAUSE**

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

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

1. **BID PROTEST PROCEDURES**
2. Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Houston County School District at 1100 Main Street, Perry, GA 31069. The protest shall be filed no later than ten (10) days from the award notice and shall include:

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

1. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation).
2. The HCSD shall in all instances disclose information regarding protests to State Board of Education.
3. **CODE OF CONDUCT**

HCSD maintains a written code of conduct governing the performance of its employees engaged in the award and administration of contracts. The code of conduct outlines the responsibilities of, or proper practices for, HCSD employees. HCSD code of conduct governs the performance of the officers, employees, or agents engaged in any contract awards. All HCSD purchasing policies can be located at [www.hcbe.net](http://www.hcbe.net). Specific purchasing policies include Policy DJE: Purchasing, Policy DJEA: Purchasing Authority, Policy DJED: Bids and Quotations, Policy DJEE: Local Purchasing, Policy DJEI: Vendor Relations, and Policy DJEG: Purchase Orders and Contracts.

1. **EXCEPTIONS TO TERMS AND CONDITIONS**

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

1. **ASSIGNMENT**

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

1. **PROPRIETARY INFORMATION/OPEN RECORDS REQUEST**

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

1. **FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of Force Majeure. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Vendor or the school district.

1. **EVIDENCE OF INSURANCE**
2. The successful Vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this ITB the following insurance:

|  |  |
| --- | --- |
| Coverage Limits of Liability | |
| Workmen’s Compensation | Statutory |
| General Liability/Property Damage | $1,000,000 each occurrence  $2,000,000 aggregate |
| Personal Injury | $1,000,000 each occurrence  $2,000,000 aggregate |
| Automobile Liability/Property Damage | $1,000,000 each occurrence |
| Bodily Injury | $500,000 each occurrence  $1,000,000 aggregate |

1. Prior to commencement of performance of this Agreement, Vendor shall furnish to HCSD a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the HCSD, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without ten (10) days advance written notice to the HCSD. Such certificate shall be issued to: Houston County School District.
2. 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.
3. **WARRANTY**

A successful Vendor shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, a successful Vendor shall replace any damaged or inferior product in a timely manner to minimize the disruption of HCSD’s regular and daily operations.

**BID SPECIFICATIONS**

**ITEM 1**

**Hobart Dishwasher – (Model CLPS66EN-BAS) for Russell Elementary School**

**Specifications:**

Furnish one (1) dish machine, model CLPS66EN-Bas-Electric manufactured by Hobart.

1. Voltage to be 208/60/3
2. Standard features per Hobart spec sheet
3. Direction of operation – left to right

Optional Features and Accessories:

1. Standard stainless steel vent hoods. Connect to existing pants leg ductwork.
2. Internal 30KW booster heater (208/60/3)
3. Provide and install table limit switch.

Delivery and Install:

1. All measurements, modifications, and work performed to ensure proper fit and operation of new unit using existing soiled dish table, clean dish table, and pants leg ductwork will be the responsibility of the equipment supplier and installation personnel. All necessary measurements and modifications to be determined by equipment supplier before submitting bid.
2. 48-hour notice required before delivery to allow customer time to prepare installation area.
3. Unit to be delivered and set in place as designated by kitchen manager.
4. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
5. Removal of old dishwasher and installation of new dishwasher and all necessary hardware to be completed by authorized Hobart personnel.

Deliver to: Russell Elementary School

101 Patriot Way

Warner Robins, GA 31088

**ITEM 2**

**Cleveland Tilting Kettle – (Model KGL-40-T) for Northside High School and Warner Robins Middle School**

**Specifications:**

Furnish two (2) tilting kettles, model KGL-40-T manufactured by Cleveland.

1. Standard features per Cleveland spec sheet
2. Voltage to be 120/60/1
3. Natural gas fired

Optional Features and Accessories:

1. Food strainer (FS)
2. Kettle markings (KM)
3. Drain strainers (DS-40)
4. 2 inch diameter tangent draw off valve with drain strainer (TD2)
5. Spring-assisted, hinged, rotatable, domed, stainless steel cover (CHS-40)
6. Faucet mounting bracket (FBKT)
7. Hot and cold water faucet with swing spout (DPK)
8. Kettle accessory kit (KAK)

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Customer to connect to utilities.

Deliver to: Northside High School

926 Green Street

Warner Robins, GA 31093

Warner Robins Middle School

425 Mary Lane

Warner Robins, GA 31088

**ITEM 3**

**Cleveland Steamer – (Model 24-CGM-200) for Westside Elementary School**

**Specifications:**

Furnish one (1) steamer, model 24-CGM-200 manufactured by Cleveland.

1. Standard features per Cleveland spec sheet
2. Voltage to be 120/60/1
3. Natural gas fired

Optional Features and Accessories:

1. Boiler Descaling Pump Kit (107142)

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Installation to be completed by owner.

Deliver to: Westside Elementary School

301 N. Pleasant Hill Drive

Warner Robins, GA 31093

**ITEM 4**

**Cleveland Steamer – (Model 24-CEM-24) for Thomson Middle School, Russell Elementary School, and Huntington Middle School**

**Specifications:**

Furnish three (3) steamers, model 24-CEM-24 manufactured by Cleveland.

1. 208/60/3
2. Standard features per Cleveland spec sheet

Optional Features and Accessories:

1. Boiler descaling pump kit (107142)

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Installation to be completed by owner.

Deliver to: Thomson Middle School

301 Thomson St.

Centerville, GA 31028

Russell Elementary School

101 Patriot Way

Warner Robins, GA 31088

Huntington Middle School

206 Wellborn Road

Warner Robins, GA 31088

**ITEM 5**

**Pitco Frialator Fryer – (Model SE-14) for Huntington Middle School**

**Specifications:**

Furnish one (1) 2 fryer battery, model SE-14 manufactured by Pitco. Bidding specifications per Pitco issued spec sheet.

1. Each fryer in the battery to be a model SE-14
2. Each fryer to have the following:
   1. Standard accessories unless noted below

Optional Features and Accessories:

1. Basket lifts
2. Twin baskets per tank (Fine Mesh Only)
3. Digital controller
4. Tank covers
5. 9-inch casters
6. 208/60/3 phase
7. Include filter drawer and filter system (for Solstice units)
8. Filter system to include the following:
   1. Flush hose
   2. Fryer brush
   3. Four (4) boxes of filter paper envelopes
   4. Filter scoop

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Installation to be completed by owner.

Deliver to: Huntington Middle School

206 Wellborn Road

Warner Robins, GA 31088

**ITEM 6**

**Rational Combi – (Model SCC-102E) for Shirley Hills Elementary School**

Furnish One (1) combi oven, Model SCC-102E manufactured by Rational.

1. Bidding specifications per Rational issued spec sheet.
2. Features per Rational issued spec sheet.
3. Service requirements electrical – 208vac/60/3 phase

Optional Features and Accessories:

1. UG II stand to fit Model SCC-102E.
2. Four cases cleaner tablets
3. Four cases care tab packages.
4. CAP (Chef assistance program). Four hours on location training).
5. Rational - USB data-memory stick (42.00.162)

Delivery and Install:

1. 48 hour notice required before delivery to allow customer time to prepare installation area.
2. Vendor to supply personnel needed to assemble and set unit in place as designated by kitchen manager.
3. All packing materials including shipping skins to be removed by vendor from unit and disposed of properly.
4. Customer to complete electrical and plumbing connections.

Deliver to: Shirley Hills Elementary School

300 Mary Lane

Warner Robins, GA 31088

**ITEM 7**

**Rational Combi – (Model SCC-102G) for Perry High School**

**Specifications:**

Furnish One (1) combi oven, Model SCC-102G manufactured by Rational.

1. Bidding specifications per Rational issued spec sheet.
2. Features per Rational issued spec sheet.
3. Natural Gas
4. Service requirements electrical – 120/60/1

Optional Features and Accessories:

1. UG II stand to fit Model SCC-102G.
2. Four cases cleaner tablets
3. Four cases care tab packages.
4. CAP (Chef assistance program). Four hours on location training).
5. Five extra 2/1 GN stainless steel grid racks
6. Fifteen 1/1 fry baskets (#6019.1150)
7. Rational - USB data-memory stick (42.00.162)

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Vendor to supply personnel needed to assemble and set unit in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Customer to complete electrical and plumbing connections.

Deliver to: Perry High School

1307 North Avenue

Perry, GA 31069

**ITEM 8**

**Mod-u-Serve Milk Cooler – (Model MCT-SM2) for Shirley Hills Elementary School and Morningside Elementary School**

**Specifications:**

Furnish two (2) mobile single drop milk coolers, model# MCT-SM2, manufactured by Mod-u-Serve

1. Standard features per Mod-u-Serve spec sheet
2. Voltage to be 120/60/1
3. Standard warranty: 3 year parts and labor warranty, 5 year
4. No optional features

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Installation to be completed by owner.

Deliver to: Shirley Hills Elementary School

300 Mary Lane

Warner Robins, GA 31088

Morningside Elementary School

1206 Morningside Drive

Perry, GA 31069

**ITEM 9**

**Traulsen Refrigerator – (Model RHT132WPUT-HHS) for Quail Run Elementary School and Huntington Middle School**

**Specifications:**

Furnish two (2) reach-in refrigerators, model# RHT132WPUT-HHS, manufactured by Traulsen

1. Standard features per Traulsen spec sheet
2. Voltage to be 120/60/1

Optional Features and Accessories:

1. Unit to come with stainless steel wire shelves
2. Provide extra set of stainless steel wire shelves and mounting hardware
3. Half-length doors on both sides
4. Set of four (4) 4 5/8 inch casters in lieu of legs
5. Hinge preference – standard (right)

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Installation to be completed by owner.

Deliver to: Quail Run Elementary School

250 Smithville Church Road

Warner Robins, GA 31088

Huntington Middle School

206 Wellborn Road

Warner Robins, GA 31088

**ITEM 10**

**Blodgett Double Stacked Convection Oven – (Model DFG-100) for Feagin Mill Middle School**

**Specifications:**

Furnish one (1) double stacked convection oven, model# DFG-100, manufactured by Blodgett

1. Standard features per Blodgett spec sheet
2. Voltage to be 115/60/1
3. Natural Gas

Optional Features and Accessories:

1. Draft Diverter
2. Gas Manifold
3. Flue Connector
4. 6” Casters
5. SSI-D Controls (Solid state infinite control with digital timer)
6. 36 in gas hose with quick disconnect restraining device

Delivery and Install:

1. 48-hour notice required before delivery to allow customer time to prepare installation area.
2. Unit to be delivered and set in place as designated by kitchen manager.
3. All shipping materials (packaging and peel off shipping skins) to be removed by vendor from site.
4. Installation to be completed by owner.

Deliver to: Feagin Mill Middle School

1200 Feagin Mill Road

Warner Robins, GA 31088

**BID RESPONSE FORM**

**Bid Number:** 20-034

Complete all fields

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Model Product #** | **Qty.** | **Description** | **Unit Price** | **Total Price** |
| 1 |  | 1 | Hobart Dishwasher |  |  |
| 2 |  | 2 | Cleveland Tilting Kettle |  |  |
| 3 |  | 1 | Cleveland Steamer (Gas) |  |  |
| 4 |  | 3 | Cleveland Steamer (Electric) |  |  |
| 5 |  | 1 | Pitco Fryer |  |  |
| 6 |  | 1 | Rational Combi (Electric) |  |  |
| 7 |  | 1 | Rational Combi (Gas) |  |  |
| 8 |  | 2 | Mod-u-Serve Milk Cooler |  |  |
| 9 |  | 2 | Traulsen Refrigerator |  |  |
| 10 |  | 1 | Blodgett Convection Oven |  |  |

|  |  |
| --- | --- |
| Can payment be made via credit card? |  |
| Credit card fee: |  |
| Prices held firm until: |  |
| Delivery/Install Date ARO: |  |
| Vendor Name: |  |
| Address: |  |
| Address: |  |
| Phone: |  |
| Fax: |  |
| Web Site: |  |
| Email: |  |
| Signature of Bidder: |  |
| Printed Name of Bidder: |  |
| Date: |  |

**COMMENTS:**

**ATTACHMENT B**

**Certification Letter**

(Form must be completed and returned with bid.)

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this bid for the Vendor.

By signing below I warrant that the bid price(s), terms and conditions stated in my response to ITB #20-034 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.

SUBMITTED BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ST\_\_\_\_\_ZIP\_\_\_\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VENDOR WEBSITE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DO YOU ACCEPT VISA? \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL FEE IF PAYMENT MADE WITH VISA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT C**

**Certificate Regarding Debarment, Suspension, Ineligibility**

(Form must be completed and returned with bid.)

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

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

Organization Name

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

Signature(s) Date

**ATTACHMENT D**

**Non-Collusion Affidavit**

(Form must be completed and returned with bid.)

Houston County School District C/O HCBOE, Perry, GA 31069

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

Title Name of Vendor

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

I state that:

1. The price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other Vendor, Bidder, or potential Bidder; neither the approximate price(s) have been disclosed nor will they be disclosed before bid opening to any other Vendor, Bidder or potential Bidder.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its affiliates, subsidiaries, officers,

Name of Vendor

Directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the HCSD of the true facts relating to submission of bids for this contract.

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

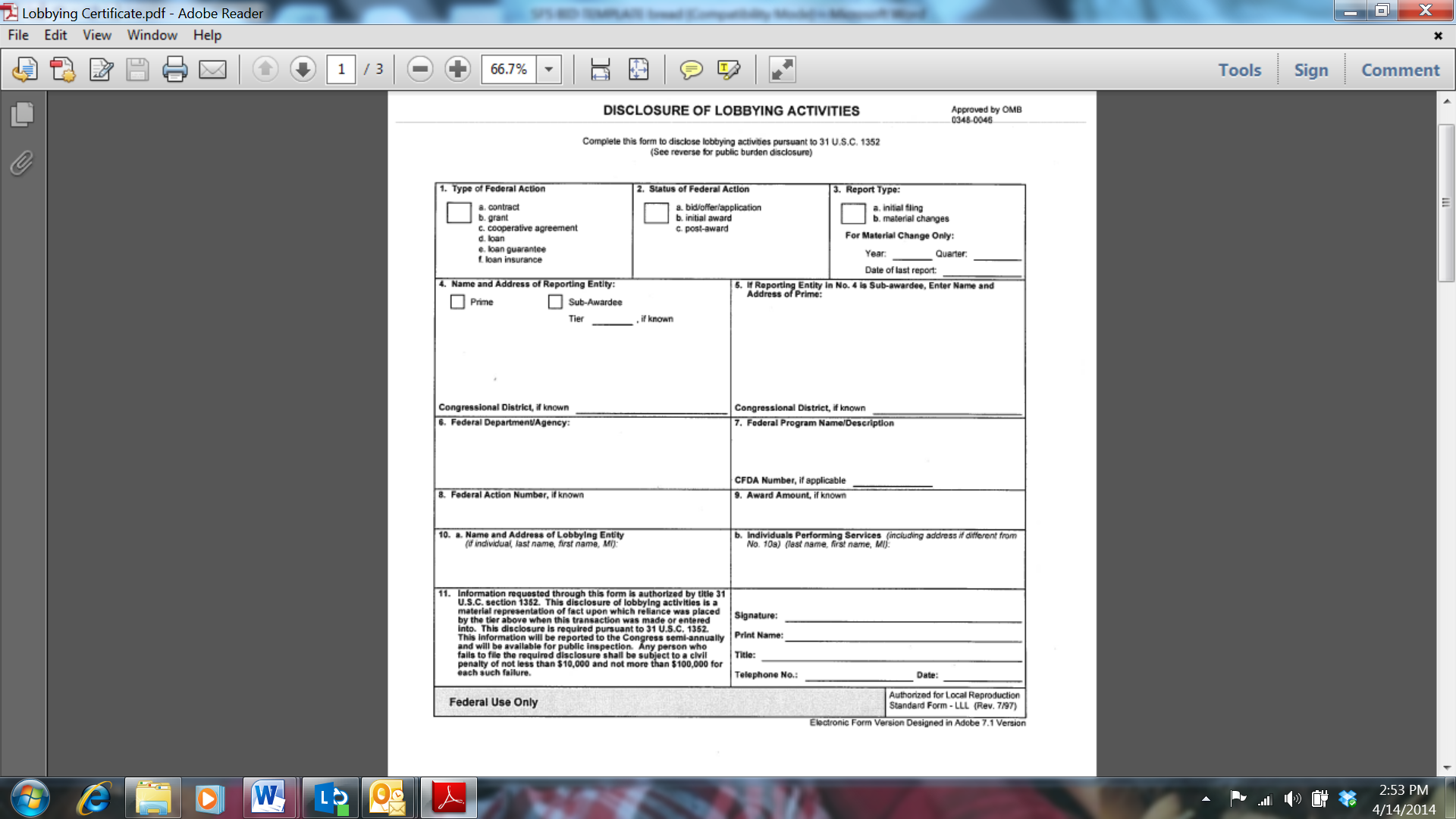
Name/Date Title or Position

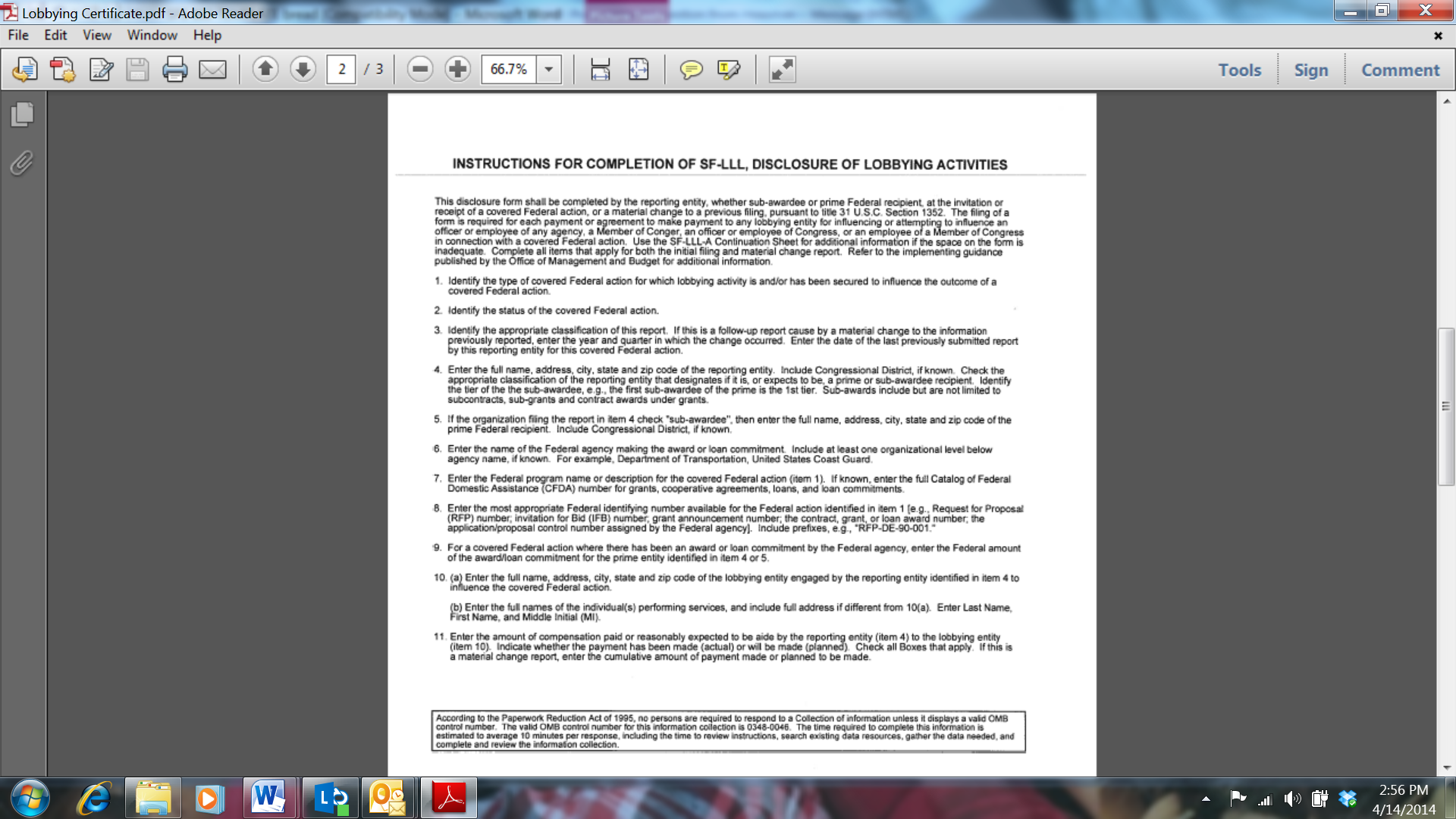
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

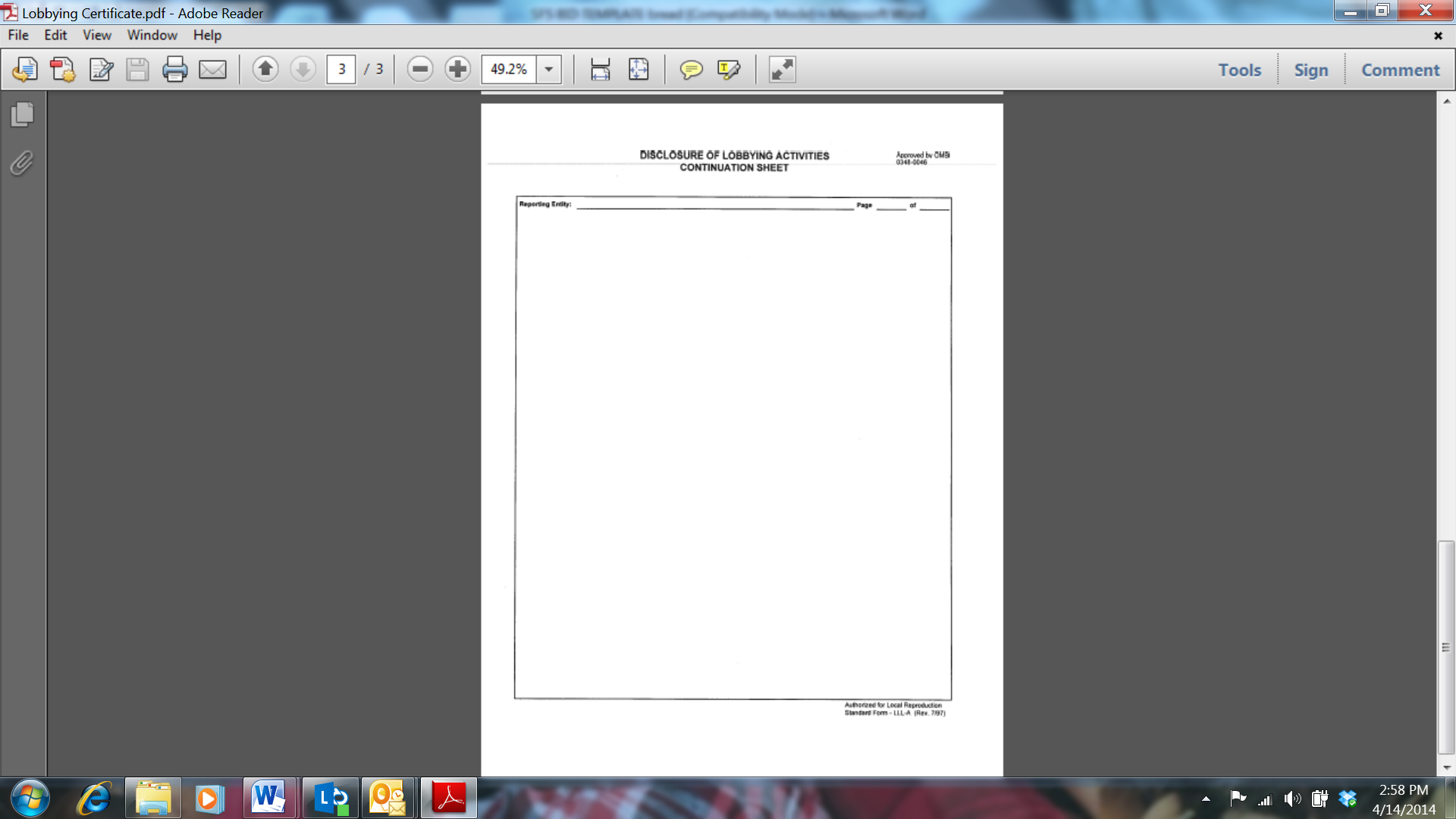
Signature

**ATTACHMENT E**

**Lobbying Form & Disclosure**





**ATTACHMENT F**

**REFERENCES**

School/Business Name

Address

Contact Name

Contact Phone/email

School/Business Name

Address

Contact Name

Contact Phone/email

School/Business Name

Address

Contact Name

Contact Phone/email

**ATTACHMENT H**

**School Locations**

|  |  |  |  |
| --- | --- | --- | --- |
| Bonaire Elementary | 101 Elm Street | Bonaire | 31005 |
| Bonaire Middle | 125 Highway 96 East | Bonaire | 31005 |
| Centerville Elementary | 4501 Houston Lake Road | Centerville | 31028 |
| Eagle Springs Elem. | 3591 Highway 41 North | Byron | 31008 |
| Feagin Mill Middle | 1200 Feagin Mill Road | Warner Robins | 31088 |
| CB Watson Primary | 61 Martin Luther King Jr Blvd | Warner Robins | 31088 |
| Crossroads Center | 215 Scott Boulevard | Warner Robins | 31088 |
| Hilltop Elementary | 301 Robert Bryson Smith Pkwy | Bonaire | 31005 |
| Houston Co. High | 920 Highway 96 | Warner Robins | 31088 |
| Huntington Middle | 206 Wellborn Road | Warner Robins | 31088 |
| Kings Chapel Elem. | 460 Arena Road | Perry | 31069 |
| Lake Joy Elementary | 985 Lake Joy Road | Warner Robins | 31088 |
| Lake Joy Primary | 995 Lake Joy Road | Warner Robins | 31088 |
| Langston Elementary | 315 Langston Road | Perry | 31069 |
| Lindsey Elementary | 81 Tabor Drive | Warner Robins | 31093 |
| Matt Arthur Elementary | 2500 Highway 127 | Kathleen | 31047 |
| Miller Elementary | 101 Pine Valley Drive | Warner Robins | 31088 |
| Morningside Elem. | 1206 Morningside Drive | Perry | 31069 |
| Mossy Creek Middle | 200 Danny Carpenter Drive | Kathleen | 31047 |
| Northside Elem. | 305 Sullivan Road | Warner Robins | 31093 |
| Northside High | 926 Green Street | Warner Robins | 31093 |
| Northside Middle | 500 Johnson Road | Warner Robins | 31093 |
| Parkwood Elem. | 503 Parkwood Drive | Warner Robins | 31093 |
| Pearl Stephens Elem. | 420 Pearl Stephens Way | Warner Robins | 31088 |
| Perdue Elementary | 115 Sutherlin Drive | Warner Robins | 31088 |
| Perdue Primary | 150 Bear Country Boulevard | Warner Robins | 31088 |
| Perry High | 1307 North Avenue | Perry | 31069 |
| Perry Middle | 495 Perry Parkway | Perry | 31069 |
| Quail Run Elementary | 250 Smithville Church Road | Warner Robins | 31088 |
| Russell Elementary | 101 Patriot Way | Warner Robins | 31088 |
| Shirley Hills Elem. | 300 Mary Lane | Warner Robins | 31088 |
| Thomson Middle | 301 Thomson Street | Centerville | 31028 |
| Tucker Elementary | 1300 Tucker Road | Perry | 31069 |
| Veterans High | 340 Piney Grove Rd. | Kathleen | 31047 |
| Warner Robins High | 401 South Davis Drive | Warner Robins | 31093 |
| Warner Robins Middle | 425 Mary Lane | Warner Robins | 31088 |
| Westside Elementary | 201 North Pleasant Hill Road | Warner Robins | 31093 |

**ATTACHMENT I**

**School Calendar**

