

REQUEST FOR PROPOSAL (RFP)

Large Equipment

SCHOOL NUTRITION PROGRAM

RFP NO. # SN002-2026

School Food Authority (SFA) Baldwin County Schools

Address: 155 Hwy 49 West
Milledgeville, GA 31061

REQUEST FOR PROPOSAL TIMELINE

Proposal Issue Date	5/28/2025
Final Date for Written Questions	6/5/2025
Proposal Due Date and Time	6/23/2025, Noon
Proposal Due Location	Baldwin High School 155 Hwy 49 West, Milledgeville, GA 31061
Proposal Opening Date and Time	6/23/2025 Noon
Proposal Opening Location	Baldwin High, Nutrition Department 155 Hwy 49 West, Milledgeville, GA 31061
Award Date (per award letter)	June 25, 2025
Start Date and End Date: MM/DD/YYYY	07/01/2025 – 06/30/2025
Name of Awardee (completed after contract is awarded)	

INTRODUCTION

This document contains a Request for Proposal (RFP) for providing large kitchen equipment for Mini Middle GA Co-Op (MMGC). This RFP sets forth the terms and conditions applicable to the proposed procurement.

REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that **MMGC**, hereinafter referred to as the SFA. The offeror to this RFP will be referred to as the Vendor.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for equipment, in the sole opinion of the SFA, it is in the SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

Any contract that may arise from this RFP will be between the Vendor and the SFA and upon acceptance, this document shall constitute the Contract between the offeror and the school food authority. The Georgia Department of Education (GaDOE) is not and will not be a party to any contract between an SFA and a Vendor. The SFA has full responsibility for ensuring that the terms of the Contract are fulfilled. However, GaDOE can deny payment to the SFA if the SFA fails to ensure that all parts of the Contract are followed.

Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule and/or USDA Memo.

In accordance with Federal law and U.S. Department of Education policy, SFAs and FSMCs are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

In the event of the Vendor's nonperformance under this contract or the violation or breach of the terms of this contract, the SFA shall have the right to pursue all available administrative, contractual and legal remedies against the Vendor.

B. Procurement Method

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.
- Each district in MMGC will be making their own purchases. Certain specs may have slight variations according to the districts needs.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with applicable regulations: 7 CFR 210.16, 210.21, 250 Sub D, 7 CFR 200.318-326, Appendix II Part 200.

Procurement must be conducted so that there is no apparent or real conflict of interest.

C. Pre-Proposal Meeting

Members of MMGC will be in contact to specify pre-proposal meeting in their districts, as needed.

Attendance is ***required***.

Meeting will be documented with a sign in sheet. A summary of all information shared, questions asked, and answers will be provided as a numbered addendum(s) to this RFP to all interested parties. The addendum(s) must be signed by Vendors and returned as part of the RFP/Contract.

Vendor presentations will not be scheduled at this time.

D. Request for Proposal Submission

Proposals will be received until **Noon on 06/23/2025 at 155 Hwy 49 W Milledgeville, GA 31061** for large equipment during the school year **of 2026**. All proposals will be time-stamped and dated upon receipt. Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

All proposals must be submitted in a sealed envelope marked as ***Food Service Equipment Proposal, # SN002-2026*** and also marked on the envelope with the offeror's complete return address.
Email or facsimile (fax) submissions are not allowed.

Two copies of Competitive Sealed Proposals are to be submitted by US Postal Service (USPS), in person or by courier service to:

Name of SFA School Nutrition Director: Susan Nelson

Mailing Address: Baldwin High, 155 Hwy 49 W

City: Milledgeville

State/Zip: Georgia 31061

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP. No other documents submitted with the RFP and Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. If the offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive. Any additional air, electrical, or gas alternations or requirements for said equipment must be disclosed in the bid proposals.

Qualification data shall be submitted by each offeror along with the sealed Proposal. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for rejection of the Proposal or termination of any subsequent Contract. Include the following data:

- Offeror must be incorporated or licensed to do business in the State of Georgia and must be on or willing to be on the utilized list of vendors with the School Nutrition Division of the Georgia Department of Education (GaDOE). Provide any documents that indicate this listing.
- Information that the offeror is doing business with like school systems.
- Offeror shall submit for consideration such records of work and further evidence that may be required and requested by the SFA's Board of Education.

As provided herein, under state law and, or regulations and the SFA's local policy, discussions may be conducted with responsible offerors who submit proposals determined to be considered for award selection. Discussions will be for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and the Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

If additional information is requested to adequately respond to this RFP, please contact **Susan Nelson** in writing at **susan.nelson@baldwin.k12.ga.us**. Any additional information provided to one offeror will be available to all.

Competitive sealed proposals are subject to all the conditions and specifications attached hereto.

D.1-Opening of Proposal:

Opening will be at **Noon** on 06/23/2025 at **Baldwin High, 155 Hwy 49 W. Milledgeville, GA 31061**. Proposals will not be accepted after the date and time as indicated in the RFP Timeline as the proposal due date. No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

E. Proposal Award Criteria

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. All proposals are to be safeguarded by the SFA. Proposals will be evaluated by an SFA committee based on rubric scoring. Each SFA committee member will score each proposal independently for each line item before the committee identifies the most advantageous response. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs, parents, teachers and/or administrators. If a committee member is an agent for, employee of or in any manner associated with a Vendor, that Vendor may not participate in the RFP and subsequent contract. Once a potential awardee is selected for each piece of equipment, the SFA will notify vendors of Contract is awarding.

The offerors will be notified after all responses have been scored as to the status of their proposals. No information is released until after the award is made.

Weighted Evaluation Criteria

The SFA must determine in advance of issuing the RFP what percentage each category below will be given when comparing proposals. SFA may amend, delete or add additional categories if needed with an overall 100 points total. However, SFA may not include a category of prior experience with an SFA as it would violate USDA's free and open competition regulation for procurement. A cut-off score must be pre-set by the SFA. Proposals that score under the cut-off score will not be considered for a contract and will be notified in writing. Only offerors that meet or exceed the cut-off score will enter into negotiations for a contract. The RFP must establish a level playing field for all offerors that submit proposals. Review the Criteria Award Table for the weighted percentages. Items may be awarded by line item or as a total package, whichever is the most valuable for each district. There may be more than one vendor awarded items within the proposal.

Criteria Award Table

(40) points Cost (**must be the highest points**) _____

(20) points Installation and Free Staff Training _____

(20) points Experience, References _____

(20) points Warranty _____

100 – Max Total _____

F. Proposal Protest Procedures

Any protest shall be in writing and shall be delivered to the SFA's address, **Attn: Susan Nelson, Food Service Director, 155 Hwy 49 W. Milledgeville, GA 31061**. A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

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

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

The **MMGC**, in all instances disclose information regarding protests to the State Agency.

G. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening of proposals, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA, and which will result in a binding Contract, per piece of equipment.

Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. _____.

(Vendor must initial and date here to show agreement)

H. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the vendor that have been mutually agreed upon in writing by both parties (i.e., worksheets, attachments, and operating cost sheets). Each district in the MMGC will maintain their own contracts, awards letters and vendor information. Baldwin County Schools is not responsible, including payments, for any of the other ten districts in the MMGC.

Paying the Vendor from School Nutrition Program funds is prohibited until the Contract is signed by the SFA, awarded vendor, and approved in writing by the State Agency (SA). Also, any renewals, amendments or addendums to the Contract must receive SA written approval before executing these modifications. 2 CFR 200.324(a) states that the SFA must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (small purchases) including *contract modifications*. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the SFA must make independent estimates before receiving any modifications. After written approval is received all signed renewals, amendments and addendums will be sent to the SA and maintained on file by the SFA and Vendor.

DEFINITIONS AND TERMS

The following definitions shall apply within this document and its attachments:

1. **Accounting Period:** a specific period of time (e.g., each month)
2. **Allowable Cost:** costs that are allowable under 2 CFR Part 200 Subpart E Cost Principles. All costs must be necessary and reasonable to be allowable.
3. **Applicable Credit:** the meaning established in 2 CFR Part 200 Subpart E Cost Principles and 2 CFR 200.406, respectively.
4. **Contract:** this RFP and Contract, the exhibits attached to this RFP and Contract, and Vendor's Proposal, as accepted by SFA in its sole discretion.
7. **Cost-reimbursable contract:** a contract that provides for payment of incurred costs to the extent prescribed in the Contract, with or without a fixed fee.
8. **Effective Date:** July 1, 2025
9. **MMGC** – Mini Middle GA Co-Op; consisting of Baldwin, Laurens, Dublin City, Emanuel, Dooly, Pulaski, Dodge, Wilkinson, Telfair, and Johnson County School Nutrition
10. **Program(s) or Child Nutrition Program(s):** the USDA Child Nutrition Programs in which the SFA participates.
11. **Proposal:** Vendor's response to the RFP and Contract.
12. **RFP:** SFA's Request for Proposal and Contract, and all of its attachments.
13. **SA:** State Agency of the Georgia Department of Education School Nutrition Division
14. **Services:** the services and responsibilities of Vendor as described in this Contract, including any additional services described in Section O of this Contract.
15. **SFA or School Food Authority:** the school food authority as defined in 7 CFR § 210.2. as the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.
16. **SFA's Food Service Program:** the preparation and service of food to the SFA's students, staff, employees and authorized visitors, for the following programs as identified in the SFA's RFP and Contract, which may include the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After-School Care Program, the Fresh Fruit and Vegetable Program (FFVP), Seamless Summer Option (SSO), Summer Food Service Program (SFSP) and a la carte food

service.

17. **SFA's Food Service Location(s):** the schools or other locations where Program meals are served to SFA's schoolchildren.
18. **Summer Program:** either the Summer Food Service Program (SFSP) or the Seamless Summer Option (SSO) identified herein below, and in which SFA participates.
19. **GADOE:** Georgia Department of Education
20. **USDA FNS:** United States Department of Agriculture, Food and Nutrition Service.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

1. Duration of Contract. Unless it is terminated, this Contract will be in effect for a period of one year commencing on **July 1, 2025 and terminating on June 30, 2026 and** may be renewed for four (4) additional terms of one year each upon mutual written agreement between SFA and Vendor.

Extension Option -The Contract may be extended up to three (3) months at the same proposed pricing provided mutual written agreement by both parties and **only** due to an unprecedented natural disaster or occurrence or other waivers issued by USDA regarding an extension for vendor contracts.

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1. Vendor shall
 - a. be an independent contractor and not an employee of the SFA. The employees of the vendor are not employees of the SFA.
 - b. comply with all SFA building rules and regulations.
 - c. agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost contract* as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.324(d).
 - d. agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
 - e. obtaining and posting all licenses and permits that it is required to hold under federal, state, or local law.

f. ensuring that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).

g. agreeing that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.324(d).

h. ensuring that any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarships are not allowable.

i. agreeing that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

j. Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

2. Employees

1. Vendor shall provide and pay a staff of qualified (and operational) employees assigned to duty on SFA's premises for efficient deliveries and installation of equipment.
2. Vendor shall provide Workers' Compensation coverage for its employees, as required by law.
3. Vendor shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to vendor.
4. Vendor will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, vendor shall immediately restructure the food service staff to avoid disruption of service.
5. Vendor shall cause all its employees assigned to duty on SFA's premises to submit satisfactory evidence of compliance with all health regulations to SFA upon request.
6. Vendor shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of vendor or SFA discharged from or voluntarily leaving the service of vendor or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

3. Sanitation and Cleanliness

1. Vendor will unbox/uncrate all equipment during installation.
2. Boxing materials, packaging and crates will be removed at the end of each day.
3. Work area will be swept cleaned, surfaces will be wiped clean and floors cleaned at the end of each day.
4. All trash will be taken off site for daily disposal.
5. No smoking, drinking of alcohol or vaping on campus.

I. Financial Terms

1. All facilities, equipment, and services to be provided by SFA shall be provided at SFA's expense.

Payment Terms/Method

1. Payments will be made to the vendor on net 30 day payment plan after the completion of installment and equipment is operational by each individual district.
2. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
3. SFA shall not be responsible for any expenditure incurred by vendor before execution of this Contract and approved in writing by GaDOE.

K. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to vendor, then SFA shall have the option to terminate this Contract by giving 30 days written notice to vendor.
2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to

maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.

3. If either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a Force Majeure Event), or an unprecedented national disaster or pandemic, that party shall be excused from performance for the period of such Force Majeure Event exists.
4. In the event of vendor's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue all available administrative, contractual, and legal remedies against vendor.
5. SFA is the responsible authority without recourse to USDA or GaDOE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.
6. Either party may terminate this Contract for cause by providing sixty(60) days prior written notice to the other party. &CFR 210.16(d)

L. Insurance

(SFA MUST evaluate and determine acceptable insurance limits for this section.)

1. Vendor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Georgia.
A Certificate of Insurance of vendor's insurance coverage indicating these amounts must be submitted at the time of *award*.

2. ***The information below must be completed by SFA:***

a. Comprehensive General Liability—including coverage for:

- 1) Premises—Operations
- 2) Products—Completed Operations
- 3) Contractual Insurance
- 4) Broad Form Property Damage
- 5) Independent Contractors
- 6) Personal Injury

\$ _____ Combined Single Limit.

b. Automobile Liability coverage

\$ _____ Combined Single Limit.

c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ _____

d. Excess Umbrella Liability with a combined single limit of \$ _____

3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to vendor for any indemnity.

M. Certifications

Vendor shall execute and comply with the following Certifications:

- Debarment certification shall be provided by:
 - a. the SFA providing the page from www.sam.gov and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or
 - b. signing this Agreement, the vendor certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Georgia; or
 - c. submitting the Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form (Exhibit N);
- Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein;
- Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein;
- Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated herein.

N. Miscellaneous

1. EMERGENCY NOTIFICATIONS.

- a. SFA shall notify vendor of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name (vendor information):

Title:

Telephone number:

Alternate telephone number:

- b. SFA shall notify vendor of any delay in the beginning of the school day or the closing of school(s) which may interfere with deliveries and/or installations due to snow or other emergency situations. Notification will be provided to:

Name (Vendor information):

Title:

Telephone:

Alternate telephone number:

- 2. **GOVERNING LAW.** This Contract is governed by and shall be construed in accordance with Georgia and federal law.
- 3. **HEADINGS.** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
- 4. **INCORPORATION/AMENDMENTS.**

This Request for Proposal and Contract, which includes the attached Exhibits A – M and vendor's proposal documents (collectively the Contract Documents), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

- (i) SFA's Request for Proposal Solicitation
- (ii) Vendors proposal documents.
- (iii) SFA/Vendors final RFP/Contract

The SFA alone must be responsible, in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR 200.318(k)

No modification or amendment to this Contract shall become valid until a contract cost analysis is performed when exceeding the simplified acquisition threshold per 2 CFR 200.324(a) and approved in writing by GaDOE prior to execution and signed by both parties.

5. **INDEMNITY.** Except as otherwise expressly provided in this Contract, Vendor shall defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of vendor, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination or expiration of this Contract.
6. **NOTICES.** All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):
- To SFA: _____
- To Vendor: _____
- If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person and when received. All notices will be time and date stamped when received and kept on file.
7. **SEVERABILITY.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
8. **SILENCE, ABSENCE OR OMISSION.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
9. **SUBCONTRACT/ASSIGNMENT.** No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that vendor may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
10. **WAIVER.** The failure of vendor or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

Exhibits

Exhibit A

District Information

<u>Baldwin County</u>	<u>155 Hwy 49 W., Milledgeville, GA 31061</u>	<u>Susan Nelson 478-457-3315</u>
<u>Laurens County</u>	<u>467 Firetower Rd. Dublin GA 31021</u>	<u>Donna Sapp 478-272-4767</u>
<u>Dublin City Schools</u>	<u>207 Shamrock Dr. Dublin, GA 31021</u>	<u>Pam Jones 478-353-8000</u>
<u>Emanuel County</u>	<u>121 Tiger Trail Swainsboro, GA 30401</u>	<u>Chandra Hooks 478-237-6673</u>
<u>Dodge County</u>	<u>720 College St. Eastman, GA 31023</u>	<u>Alisha Hall Cheek 478-374-6491, Ext. 130</u>
<u>Johnson County</u>	<u>2160 W. Elm St., Wrightsville, GA 31096</u>	<u>Morgan Brantley 478-864-3446 ext 2713</u>
<u>Wilkinson County</u>	<u>197 W. Main St. Irwinton, GA 31042</u>	<u>Judy Brown 478-946-5521</u>
<u>Telfair County</u>	<u>212 West. Huckabee St. McRae GA 31055</u>	<u>Cindy Marshall 229-868-5661</u>
<u>Dooly County</u>	<u>202 Cotton St. Vienna, GA 31092</u>	<u>Donna Coats 229-268-7751</u>
<u>Pulaski County</u>	<u>72 Warren St, Hawkinsville GA 31036</u>	<u>Donna Clark 478-783-7264</u>

<u>Bleckley County</u>	<u>242 East Dykes Street Cochran, GA 31014</u>	Kelli Green 478-214-3895

Exhibit B

SCHEDULE OF APPLICABLE LAWS

- Vendor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the Act), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, Vendor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- Vendor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- Vendor shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- BUY AMERICAN STATEMENT (Food only) 7 CFR 210.21(d)
Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21(d)) 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. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Documentation must be received that requests:

- (1) Consideration on the use of domestic alternative foods before approving an exception;
- (2) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and
- (3) The product is not listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

DOMESTIC PREFERENCE FOR GOODS AND MATERIALS (Applicable to non-food only) 2 CFR 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vendor has signed the Anti-Collusion Affidavit, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract.

- Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

- Vendor shall comply with the Lobbying Certification, Exhibit J, which is attached herein and is incorporated and made a part of this Contract. If applicable, vendor has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K-1.
- Food Recalls and Biosecurity: Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with a proposal. Vendor will provide the contact person and the backup person's contact information, who will handle food recalls, to the school nutrition director or designee. Are the food recall procedures in compliance with 7 CFR 250 (NOTE: SFA responsibilities include: Implementing the recall procedures upon notification of a recall of USDA Foods;"&"Assigning a food safety coordinator and alternate, and provide the names, titles, email addresses, and telephone and fax numbers of the coordinator and alternate "&"; Maintaining a contact list for SFA serving sites, distributors, and other recipients. This list should have two recall contacts per site and be verified annually; Notifying all sites re: recall immediately – 24 hours or less, and ensure that the affected products are isolated and labeled "Do Not Use" to avoid accidental use; Identifying the locations of the affected products, and verify that the products have the correct product identification codes; Contacting further processors to track redirected food affected by the recall; Conducting an inventory assessment – 48 hours or less, of affected product: Served; Remaining in-stock at schools, warehouses, and distributors; Further distributed to program participants; Redirected for further processing; Submit the inventory assessment information to the SA Food Distribution Unit; and follow applicable destruction/disposal instructions provided by the SA).

Company Name	
Contact Name	
Phone Number	
E-mail address	
Back-Up Contact Name	
Phone Number	
E-mail address	
School System	Baldwin County/MMGC

School Nutrition Contact Name	Susan Nelson
Phone Number	478/457/3315
E-mail address	Susan.nelson@baldwin.k12.ga.us
Back-Up School Nutrition Contact Name	Kathy Morgan
Phone Number	478/457/2956
E-mail address	Kathy.morgan@baldwin.k12.ga.us

- Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with proposal.
- Davis Bacon Act: (for construction contracts in excess of \$2,000) (if applicable) [Appendix II to 2 CFR 200(d)]. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - i. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Rights to Inventions Made Under a Contract or Agreement (if applicable) [Appendix II to 2 CFR 200 (f)]. 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.

- **Procurement of Recovered Materials: (2 CFR 200.323) (if applicable)**
An SFA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- **Force Majeure:**
If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor’s performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program’s obligation to pay the Contractor for work already completed by the Contractor and the Contractor’s warranty for work already completed.
- **HACCP Requirements (N/A to Equipment):**
The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the proposal, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.
The successful offeror must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:
 - traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
 - provision of 24/7 accessibility to successful offeror(s) staff in the event of a food/USDA Hold/Recall
 - public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Offeror shall provide ability to District of conducting a mock recall for product once per year.

Offeror will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

- HUB (Historically Underutilized Businesses) Statement:
It is the intent of the Baldwin County Board of Education to provide contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts (2 CFR 200.3Exhibit I

Exhibit C

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the offeror to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any state official or employee to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the offeror/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this proposal.

Signed

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public (or Clerk or Judge) _____

My commission expires:

Exhibit D

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **(School) SFA** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **(School) SFA** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (SF-LLL), Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit E

Disclosure of Lobbying Activities

Complete this SF-LLL form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. proposal/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial offering
- ☐ b. material change

For Material Change Only:

Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:

_____ Prime _____ Sub-awardee
Tier _____, *if known:*

Congressional SFA, *if known:*

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:

Congressional SFA, *if known:*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

\$ _____

Exhibit E (Continued)

<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services</p> <p><i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p>Actual _____ Planned _____</p>	
<p>12. Form of Payment <i>(check all that apply):</i></p> <p>____ a. cash</p> <p>____ b. in-kind; specify: nature</p> <p>_____</p> <p>value _____</p>	
<p>13. Type of Payment <i>(check all that apply):</i></p> <p>____ a. retainer</p> <p>____ b. one-time fee</p> <p>____ c. commission</p> <p>____ d. contingent fee</p> <p>____ e. deferred</p> <p>____ f. other; specify</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	
	<p>15. Continuation Sheet(s) attached: ____ Yes _____ No</p>

Exhibit E (Continued)

<p>16. Information requested through this form is authorized by article 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 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: _____</p> <p>Date: _____</p>
<p><i>Federal Use Only:</i> <i>Authorized for Local Reproduction of:</i></p>	<p>Standard Form – LLL</p>

Exhibit E-1

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the appropriate State office. 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.

1. Identify the status of the covered Federal Action.
2. 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.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional SFA, 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, subgrants, and contract awards under grants.
4. 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 SFA, if known.
5. 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.
6. 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. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.
7. 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.
 - a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b)

- c) 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).
9. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
10. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
11. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
12. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
13. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
14. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
-

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

Exhibit F

Equipment Specifications

Brand or Equal to

1. Combi Oven, full size with stand, holds 10 sheet pans

Open base equipment stand with universal pan slides. Provide 10 pan racks. Electronic touch screen controller. Built in deliming system, built in cleaning system, in-line replacement water filter as manufactured by Everpure, 3-M, or per recommendation by manufacturer. Voltage/phase TBD by ordering district. Wi Fi capability to store recipes and culinary assistance. Minimum of 4 hours free on site training with each purchase.

Please provide gas option if available

- a. Alto Shaam 10-20E PRO
- b. Cleveland Convotherm C4ET10.20ES
- c. Vulcan Chef 102E
- d. Rational ICP 1-Full Electric

2. Combi Oven, full size with Stand, holds 5-7 sheet pans

Open base equipment stand with universal pan slides. Provide 5-7 pan racks to match oven max capacity. Electronic touch screen controller. Built in deliming system, built in cleaning system, in-line replacement water filter as manufactured by Everpure, 3-M, or recommendation by manufacturer. Voltage/phase TBD by ordering district. Wi Fi capability to store recipes and culinary assistance. Minimum of 4 hours free on site training with each purchase. **Please provide gas option if available**

- a. Alto Shaam 7-20E Pro
- b. Cleveland Convotherm C4ET6.20ES-N
- c. Rational ICP 6-Full Electric
- d. Vulcan Chef 62E

3. Convection Oven, electric, double stack

Stainless steel front, top, and sides with porcelain interior and cove corners. Five (5) wire racks per section, dual pane thermal windows, solid state temperature control, and two speed blower motor. 6 inch legs. Voltage/phase TBD by ordering district.

- a. Blodgett Zephair 100E Double
- b. Vulcan VC 44ED

4. Convection Oven, gas, double stack

Stainless steel front, top, and sides with porcelain interior and cove corners. Flue venting, five (5) wire racks per section, dual pane thermal windows, solid state temperature control, and two speed blower motor. 6 inch legs.

- a. Blodgett Zephair 100G Double
- b. Vulcan VC 44GD

5. Microwave Oven

Stainless steel exterior 3200 wa minimum, programmable cooking, programmable mer, accommodate 2-4" full size steam table pans, 208/230 volt single phase

- a. Amana ACP AMSO35
- b. Panasonic model NE-3280

6. Dishwasher, 66 inch, conveyor

Stainless steel pumps, electric immersion tank heaters, entrance and exit extended vent hoods with locking dampers, electrically operated automated fill, table limit switch. Booster Heater internally mounted with 70 degree rise. Accessories included: six (6) peg dish racks, two flat dish racks, Two (2) bun pan racks and two (2) peg open ended dish racks for full sheet pans. **Installation to be determined upon site visit. Voltage and direction indicated upon ordering.**

- a. Champion 66 PRO-HR
- b. Hobart model CL66-BAS

7. Dishwasher, 44 inch

Stainless steel pumps, electric immersion tank heaters, entrance and exit extended vent hoods with locking dampers, electrically operated automated fill, table limit switch. Booster Heater internally mounted with 70 degree rise. Accessories included: six (6) peg dish racks, two flat dish racks, Two (2) bun pan racks and two (2) peg open ended dish racks for full sheet pans. **Voltage and direction indicated upon ordering.**

- a. Champion 44PRO
- b. Hobart CL44- BAS

8. Garbage disposal, 3 h.p.

3 h.p. motor, stainless steel grid chamber, Double-tapered Timken bearings Stainless steel & chrome finish. Water saving control panel.

- a. InSinkErator Model SS-300 with AS 101 control panel
- b. Master Disposer Model C3-L
- c. Salvajor 300-SA-ARSS

9. Ice Maker with Storage Bin, 300 lb.

Mount on 6" adjustable legs; provide bin adapter and in-line replacement water filter as manufactured by EverPure, 3-M, or pre approved equal.

- a. Hoshizaki KM-350MAJ
- b. Ice-O-Matic CIM03330HA/B55PS
- c. Manitowoc IYT0300A/D400
- d. Scotsman MC0322SA-1

10. Ice Maker with Storage Bin, 500 lb.

Mount on 6" adjustable legs; provide bin adapter and in-line replacement water filter as manufactured by EverPure, 3-M, or pre approved equal.

- a. Hoshizaki KM-520MAJ
- b. Ice-O-Mac CIM0436HA/B55PS
- c. Manitowoc IDT0500A/D570
- d. Scotsman MC0522SA-1

11. Milk box, cold wall, 16 crate

Stainless steel exterior and interior. Minimum two (2) inches of insulation in the cabinet. Front mounted, NSF listed thermometer, door cylinder lock, Four (4) swivel casters-two (2) Locking, NSF listed drain, cord and plug to match receptacle at site.

- a. Beverage Air SM58HC-S
- b. Continental MCN5NSSSCW

12. Milk box, forced air, 16 crate

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 a unit with door locks, front mounted thermometer and casters.

- a. Beverage Air SMF58HC-1-S
- b. Delfield NLFACP-16
- c. Traulsen Model RMC 58S4

13. Milk box, cold wall, 16 crate, dual access

Stainless steel exterior and interior. Minimum two (2) inches of insulation in the cabinet. Front mounted, NSF listed thermometer, door cylinder lock, Four (4) swivel casters-two (2) Locking, NSF listed drain, cord and plug to match receptacle at site.

- a. Beverage Air model ST 58HC-S
- b. Continental Model MC5N-SS-DCW

14. Milk box, cold wall, 12

Stainless steel exterior and interior. Minimum two (2) inches of insulation in the cabinet. Front mounted, NSF listed thermometer, door cylinder lock, Four (4) swivel casters-two (2) Locking, NSF listed drain, cord and plug to match receptacle at site.

- a. Beverage Air model SM 49HC-S
- b. Continental Model MC4SSSCW

15. Milk box, forced air, 12 crate

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 a unit with door locks, front mounted thermometer and casters.

- a. Beverage Air model SMF49-HC-1-S
- b. Continental Model MC4NSSS

16. Pass Thru Cabinet, Refrigerated, one door

Full door on serving line constructed of stainless steel, full clear glass door on kitchen side, both with self-closing cam-li hinges and snap-in magnetic gaskets. Heater wires around the door frame. Cabinet shall be stainless steel exterior and all stainless steel interior with cove corners and mounted on 6" adjustable legs. Door hinging TBD by ordering district. Provide seven (7) sets of Universal Tray slides at top of each section and three (3) shelves at the boom of each section.

- a. Traulsen model RHT132WPUT-FHS
- b. Victory model RS-1D-S1-PT

17. Pass Thru Cabinet, Refrigerated, Two Door

Full doors on a serving line constructed of stainless steel, full clear glass doors on kitchen side, both with self-closing cam-li hinges and snap-in magnetic gaskets. Heater wires around the door frame. Cabinet shall be stainless steel exterior and all stainless steel interior with cove corners and mounted on 6" adjustable legs. Door hinging TBD by ordering district. Provide seven (7) sets of Universal Tray slides at top of each section and three (3) shelves at the boom of each section.

- a. Traulsen model RHT232WPUT-FHS
- b. Victory model RS-2D-S1-PT -HC

18. Pass Thru Cabinet, Heated, one door

Full door on serving line constructed of stainless steel, full clear glass door on kitchen side, both with self-closing cam-li hinges and snap-in magnetic gaskets. Cabinet shall be stainless steel exterior and all stainless steel interior with cove corners and mounted on 6" adjustable legs. Door hinging TBD by ordering district. Provide seven (7) sets of Universal Tray slides at top of each section and three (3) shelves at the boom of each section.

- a. Traulsen model RHF132WP-FHS
- b. Victory model HS-1D-1-PT

19. Pass Thru Cabinet, Heated, Two Door

Full doors on a serving line constructed of stainless steel, full clear glass doors on kitchen side, both with self-closing cam-li hinges and snap-in magnetic gaskets. Cabinet shall be stainless steel exterior and all stainless steel interior with cove corners and mounted on 6" adjustable legs. Door hinges TBD by the ordering district. Provide seven (7) sets of Universal Tray slides at top of each section and three (3) shelves at the boom of each section. a. Norlake model PW554SSS/8

- a. Traulsen model RHF232WP-FHS
- b. Victory model HS-2D-1-PT

20. Reach in Refrigerator, One Section

Cabinet shall be stainless steel exterior and all stainless steel interior with cove corners and mounted on 6" adjustable legs. Door hinges TBD by the ordering district. Provide four (4) extra full width chrome plated wire shelves.

- a. Traulsen model RHT132WUT-FHS
- b. Victory model RS-1D-S1-HC

21. Reach In Refrigerator, Two Section

Cabinet shall be stainless steel exterior and all stainless steel interior with cove corners and mounted on 6" adjustable legs. Door hinges TBD by the ordering district. Provide four (4) extra full width chrome plated wire shelves. Load limit up to 225 lbs. Total five (5) per section.

- a. Traulsen model RHT232WUT-FHS
- b. Victory model RS-2D-S1-HC

22. Mobile, fully insulated Stainless Steel Proofer/Warmer

Removable universal slide racks. Five (5) inch casters. Cabinet to be Stainless Steel inside and out to have clear Dutch doors, (windows on the doors are acceptable) continuous gasket, dual latches and field reversible. Heat and humidity controls. Top mounted heater

- a. Carter-Hoffman HL9-18-D
- b. CresCor model H-137-WSUA-12D
- c. Metro C 599-SDC-U

23. Skillet, gas, 30 gallon, tilting

Unit shall be stainless steel body, power lite w/ hand It override lng mechanism, 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, two (2)" Tangent Draw off valve.

- a. Crown GS-30
- b. Cleveland SGL30T1
- c. Groen BPM-30-G-TDO
- d. Vulcan VG30

24. Skillet, electric, 30 gallon, tilting

Unit shall be stainless steel body, power lite w/ hand It override lng mechanism, 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, two (2)" Tangent Draw off valve.

- a. Blodgett KLT-30GE
- b. Crown ES-30
- c. Groen BPM-30E-TDO
- d. Vulcan VE30

25. Skillet, gas, 40 gallon, tilting

Unit shall be stainless steel body, power lite w/ hand It override lng mechanism, 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, two (2)" Tangent Draw off valve.

- a. Crown GS-40
- b. Cleveland SGL40T1
- c. Groen BPM-40-G-TDO
- d. Vulcan VG40

26. Skillet, electric, 40 gallon, tilting

Unit shall be stainless steel body, power It w/ hand It override lng mechanism, 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, two (2)" Tangent Draw off valve.

- a. Crown ES-40
- b. Cleveland SEL40T1
- c. Groen BPM-34E-TDO
- d. Vulcan VE40

27. Steamer, Convection 10-pan, gas

Unit shall be pressure less, 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) 2" deep pans. Solid state controls with digital thermometer, compensating thermostat, audible signal for cooking cycle completion, two piece door construction, and stainless "slam latch". In-line replacement water filter as manufactured by Everpure, 3-M, or qual.

- a. AccuTemp N61201E060DBL
- b. Crown GSX-10HE
- c. Cleveland 24-CGA-10.2
- d. Groen 2 HY-5GF
- e. Market Forge ETP-10G
- f. Vulcan C24GA10-BSC

Provide options for a stand from the manufacturer.

28. Steamer, Convection 10-pan, electric

Unit shall be pressure less, 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) 2" deep pans. Solid state controls with digital thermometer, compensating thermostat, audible signal for cooking cycle completion, two-piece door construction, and stainless "slam latch".

- a. AccuTemp –E6E-DBL
- b. Crown GSX-10HE
- c. Cleveland 24-CEA-10.2
- d. Groen 2 HY-5EF
- e. Market Forge ETP-10E
- f. Vulcan C24EA10-BSC

Provide options for a stand from the manufacturer.

29. Steamer, 6-pan, boiler less, electric

Stainless steel exterior, interior, and door. Four (4) inch adjustable legs. Voltage/phase TBD by ordering district.

- a. AccuTemp –E6E
- b. Blodgett 6E-SBF
- c. Cleveland 22CET6.1
- d. Groen XS-208-12-3
- e. Vulcan C24E05

Provide options for a stand from the manufacturer.

30. Steamer, 6-pan, boiler less, gas

Stainless steel exterior, interior, and door. Four (4) inch adjustable legs. Voltage/phase TBD by ordering district.

- a. AccuTemp –N61201E060
- b. Market Forge Sirius-11-12
- c. Cleveland 22CGT6.1
- d. Groen (2) SSB-3GF

Provide options for a stand from the manufacturer.

31. Steam Jacketed Kettle, gas, 40 gallon, low height

Hinged cover, double pantry faucet and bracket with spray hose, and manual lng mechanism. Kettle accessory kit.

- a. AccuTemp –AC GLT-40
- b. Crown GLT-40FL
- c. Cleveland KGL-40-T-SH
- d. Groen DHS-40G
- e. Vulcan K40GLT

32. Steam Jacketed Kettle, tilting trunnion, electric, 12 gallon with equipment stand

304 stainless steel construction. 240 volt, 13 KW minimum. Safety-lt cut off, pressure relief valve, high limit pressure switch, and low water cut-off. Li off cover. Double pantry faucet with swing spout and mounting bracket. All standard accessories and finishes. Stand: 304 stainless steel heavy duty frame with 18" high deck for mounting kele. Stand legs provided with 1" adjustable stainless steel feet.

- a. AccuTemp –ACEC-12TW with ACS-24
- b. Cleveland KET-12T/ST28
- c. Groen TDB-48w/TS-9S
- d. Vulcan K12ETT

33. Steam Jacketed Kettle, tilting trunnion, gas, 12 gallon with equipment stand

Li off cover with cover holder. Double pantry faucet with swing spout and mounting bracket. Equipment stands with a drain drawer.

- a. AccuTemp –ACGC-12TW with ACS-24
- b. Cleveland KGT-12T/ST28
- c. Groen TDH-48w/TS-9S

34. Mixer, 60 quart

Stainless steel bowl, spiral dough hook, baer beater, wire whip, and bowl truck. Power bowl li. Voltage/phase TDB by ordering district.

- a. Globe model SP60
- b. Hobart model HL600 -1STD

35. Mixer, 30 quart

Stainless steel bowl, spiral dough hook, baer beater, wire whip, and bowl truck. Voltage/phase TDB by ordering district.

- a. Globe model SP30
- b. Hobart model HL300-1STD

36. Mixer, 20 quart

Stainless steel bowl, spiral dough hook, baer beater, wire whip, and bowl truck. Voltage/phase TDB by ordering district.

- a. Globe model SP20
- b. Hobart model HL200 -1STD

37. VCM

Stainless steel bowl, Mixing baffle, Strainer basket, Cut/mix attachment, Knead/mix attachment, 6' power cable with plug and receptacle. Voltage/phase TBD by ordering district.

- a. Hobart Model HCM-450

38. Food Cutter (Buffalo Chopper)

- a. Hobart Model 84145
- b. Univex BC14

39. Food processor

¾ h.p. motor, cung discs: fine cut slicer (2mm), slicing (6mm), wavy slicing (5mm), shredding (5mm), dicing (10x10x10), and fine grating.

- a. Berkel C32/2
- b. Hobart model FP100 -1A
- c. Robot Coupe model CL50E
- d. Waring WFP 40 C

40. Slicer, automatic, NSF approved

- a. Berkel X13AE-Plus
- b. Globe S13A
- c. Hobart HS7N
- d. Hobart HS7

41. Ice and Water Dispenser (THIS IS NOT AN ICE MAKER)

Ice and Water Dispenser, manual fill or optional top mount ice machine, lever style ice dispensing, one piece ABS base, drain kit, s/s leg kit, UL, NSF, CSA, LA.

- a. Ice-O-Mac Model IOD 150 (150 lb. Capacity)
- b. Scotsman- IOD150WF-1

42. Blast Chiller, Upright

Blast Chiller shall have a minimum capacity of 100 lbs. of product, 10-12 pans. Unit shall be s/s interior and exterior. Pan racks/slides shall accommodate both 18 x 26 and 12 x 20 pans. Unit shall operate as a mes cycle and by using a minimum of 2 probes. (Probes should be included in the price.) Unit shall have a built in printer. Set of four (4) 6" high adjustable stainless steel legs. HACCP compliant chill mes and temperatures. NSF label.

- a. Beverage Air WBC-110
- b. Nor-Lake NBCF99/59/8A
- c. ThermoKool model TK20-2
- d. Traulsen TBC 13
- e. Victory VBCF12-132UL-HC

43. Blast Chiller, Under Counter

Blast Chiller shall have a minimum capacity of 50 lbs. of product, 5 pans. Unit shall be s/s interior and exterior. Pan racks/slides shall accommodate both 18 x 26 and 12 x 20 pans. Unit shall operate as a mes cycle and by using a minimum of 2 probes. (Probes should be included in the price.) Unit shall have a built in printer. Set of four (4) 6" high adjustable stainless steel legs. HACCP compliant chill mes and temperatures. NSF label. a. Beverage Air WBC-35

b. Nor-Lake NBCF48/28/4A

c. ThermoKool model TK10-2

d. Traulsen TBC 5

e. Victory VBCF555U-HC

44. Electric Countertop Shake, Smoothie or Slushie Freezer Machine

a. Stoelting E112- 3.625

b. Stoelting F112- 6. 375

45. Deep Fryer, double basket, gas

a. Vulcan 2TR85AF