

UNION COUNTY FINANCE DEPARTMENT
300 MAIN STREET
MAYNARDVILLE, TN 37807
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(865) 658-3400 Phone
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INVITATION TO BID

(Formal)

Date Issued 08/22/2016

Bids will be received until 3:00 p.m. September 7, 2016



BID NOTICE

Union County Board of Education is currently accepting bids for Food Service Equipment. Bid packet of detailed specifications and /or requirements may be obtained at [UNION COUNTY FINANCE BIDS](#) or by email to anndyer@unioncountyttn.org.

Sealed bids must be submitted to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 ATTN: ITB 0036-“Food Service Equipment”. A Pre-bid meeting will be conducted on August 30, 2016 at 9:00 a.m. at the Central Office located at 3006 Maynardville Hwy, Maynardville, TN 37807. Bids will be accepted until 3:00 p.m. September 7, 2016 at the Finance Office location. Bids will be opened immediately following the close of the bids. Union County reserves the right to reject any and all proposals.

Sealed bids subject to the [General Terms and Conditions](#) of this Formal Bid Invitation to Bid, and any other data attached or incorporated by reference. Bids will be received in the Union County Finance Office until the date and time specified above and at that time publicly opened and read aloud.

Late bids will not be accepted.

THE UNION COUNTY DIRECTOR OF FINANCE RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE DEEMED FAVORABLE TO THE BEST INTEREST OF UNION COUNTY.

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

TERMS AND CONDITIONS TO BID:

1. Addenda

No modifications to the Invitation to Bid (ITB) shall be binding upon the UNION COUNTY unless made in writing by an authorized representative of the UNION COUNTY Finance Department. Bid addenda, if issued, are posted under the Bids and RFPS section of the Finance website [UNION COUNTY FINANCE BID PAGE](#). Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly. No addenda will be issued later than 48 hours prior to bid deadline, excluding weekends and legal holidays.

2. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. If specified items are discontinued, replaced or will not be available for an extended period of time, bidder shall notify the UNION COUNTY no less than 96 hours prior to the bid deadline, excluding weekends and legal holidays.

3. Award

The right is reserved, as the interest of the UNION COUNTY may require, to reject any and all bids and to waive any informality in bids received. The UNION COUNTY reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity bid upon unless qualified by specific limitation of the bidder. The UNION COUNTY also reserves the right to not award this bid. Contract award, if made, shall be to the responsive, responsible bidder submitting the lowest. (*Responsive Bidder* is defined as a contractor, business entity or individual who has submitted a bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance. *Responsible Bidder* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Disputes arising from the award of this bid must be submitted in writing to the UNION COUNTY Finance Department and received no later than five (5) calendar days from contract award date.

4. Bid Acceptance

Bid prices quoted shall be held firm and subject to acceptance by the UNION COUNTY for a period of 60 calendar days from the bid deadline, unless bidder indicates otherwise in their bid. If awarded the bid within the time frame specified, bidder agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

5. Compliance with Applicable Laws

The bidder shall comply with all laws relating to the manufacture, sale and purchases of items or services by UNION County Governments insofar as they pertain to the purchase made under this contract.

6. Conflict of Interest

No employee, officer or agent of UNION COUNTY shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The County's employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its proposal, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of UNION COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

7. Debarment and Suspension

By signing this proposal, the Contractor certifies that it and its current principals, and its current subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

8. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

9. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this ITB. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller.

To insure adequate service level to the people, UNION COUNTY requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, UNION COUNTY reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

10. Federal Tax and State Sales Tax

Purchases by UNION COUNTY are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by UNION COUNTY upon the Contractor's request.

11. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline. The time of record will be the date/time stamp of UNION COUNTY the UNION COUNTY Finance Department. Late bids will not be considered or returned.

12. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by signed written notice to UNION COUNTY Finance or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the bid deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a bid. A telegraphic notice with an authorized signature would be acceptable for bid modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the bid price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by UNION COUNTY until the sealed bid is opened.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this ITB, require that all decisions made as to matters concerning this bid be made on an individual firm basis. By signing this bid, the bidder certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

14. Notification to County

If no bid is to be submitted in response to this ITB, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on UNION COUNTY vendor list for future solicitations.

15. Preparation of Bids

(A) Bidders are expected to examine all bid documents.

Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.

(C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

(G) Bidders are cautioned to check their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

16. Public Information

The vendor understands that any material supplied to UNION COUNTY may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

17. Qualifications of Bidders

UNION COUNTY may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as UNION COUNTY may request. UNION COUNTY reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy UNION COUNTY that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

18. Regulation Compliance

The Contractor shall comply with the following requirements insofar as they apply to the performance of this contract:

(A) All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).

(B) All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.

Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

19. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective bidder to notify UNION COUNTY Finance if there is a question as to the specifications or bidding procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the bid deadline, excluding weekends and legal holidays. These requirements also apply to specifications or procedures that are in error or ambiguous.

20. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by UNION COUNTY.

21. Submissions of Bids

(A) Bids shall be enclosed in a sealed envelope and addressed to the UNION COUNTY FINANCE, 300 Main Street, Maynardville, TN 37807. The name and address of the bidder shall be identified on the face of the envelope along with the bid number and title. Bids for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119. **Union County requires that all vendors submit one original and one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.**

(B) UNION COUNTY does not accept bids by facsimile or any electronic transmission. See Clause 12 under Terms and Conditions of the Invitation to Bid regarding bid modifications or withdrawal.

(C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to UNION COUNTY unless otherwise specified by UNION COUNTY. If not consumed by testing, samples will be returned at bidder's request and expense unless otherwise specified in the Invitation.

1. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

2. Appropriation

In the event no funds are appropriated by UNION COUNTY for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever comes first, with no further obligations owed to or by either party.

3. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, UNION COUNTY may cancel this contract or affirm the contract and hold the seller responsible for damages.

4. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by UNION COUNTY Finance Agent. No other individual is authorized to modify the contract in any manner.

5. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order signed by the School Nutrition Supervisor or other designated personnel. Any

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language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by UNION COUNTY of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by UNION COUNTY of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

6. Definitions

- A. The UNION COUNTY or ABBRIVATION, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Finance (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

7. Equal Opportunity / Non-Discrimination

It is the policy of UNION COUNTY to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21 and related statutes and regulations to the end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call 1-866-632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442, or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 1-800-877-8339; or 1-800-845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

8. Indemnification and Insurance

Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent contractors and that UNION COUNTY shall not be responsible for any payment, insurance, or incurred liability.

10. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by UNION COUNTY pursuant to this contract shall be deemed accepted until UNION COUNTY has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect UNION COUNTY discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to UNION COUNTY satisfaction.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

12. Limitations of Liability

In no event shall UNION COUNTY be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if UNION COUNTY has been advised of the possibility of such damages.

13. Notice and Service Thereof

Any notice to any contractor from UNION COUNTY relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

14. Packaging

UNION COUNTY will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

15. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against UNION COUNTY, or those selling or using UNION COUNTY product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

16. Possession of Weapons

All vendors and their employees and their agents are prohibited from possessing any weapons on UNION COUNTY property without prior written consent from UNION COUNTY. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

17. Provisions Required by Law Deemed Inserted Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

18. Quantities

UNION COUNTY assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to UNION COUNTY rejection and return at seller's expense.

19. Registration

Prior to contract award, bidders shall be required to have completed their vendor registration with UNION COUNTY FINANCE. Upon completion, it is the responsibility of the vendor to keep their information current. Vendors may register or update their registration by email to anndyer@unioncountyttn.org.

20. Remedies

UNION COUNTY shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

21. Right to Inspect

Union County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

22. Severability

If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

23. Termination of Contract

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, UNION COUNTY the County may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Finance Agent. UNION COUNTY expressly retains all its rights and remedies provided by law in case of such breach, and no action by UNION COUNTY shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as UNION COUNTY Finance Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by UNION COUNTY for due cause, the vendor may be barred from bidding on UNION COUNTY contracts for a period of 12 months.

The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days. From this notice to the termination date, the Contractor

SPECIAL PROVISIONS

Intent: It is the intent of this Invitation to Bid (ITB) to procure a contract for the purchase, delivery and installation and/or set in place for final connections by others of equipment per specifications for the UNION COUNTY Schools.

Bid Evaluation and Award: UNION COUNTY reserves the right to accept or reject any or all bids, and does not guarantee that a contract will result from this ITB. UNION COUNTY reserves the right to award to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation to bid, is the lowest in price; upon final acceptance by the Board of Education. The bidder may be required by the UNION COUNTY to prove their financial and productive capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the UNION COUNTY, upon request, three (3) customer references of similar work performed by the bidder.

Contract Period: If awarded, the bid period for this award shall be a one-year period commencing upon approval. Contract pricing shall be firm for one (1) year.

Quantities: UNION COUNTY does not guarantee any purchase will be made as a result of this ITB; also, UNION COUNTY does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this ITB.

Scope of Work: The successful bidder shall provide equipment that meets the enclosed specifications.

VERIFY: Contractor shall be required to disconnect and remove the existing equipment.

CONFIRM TYPE OF INSTALLATION:

All pricing to include delivery, uncrate and set in place with all crating material removed from the site ready for final connections by others. New units are to be cleaned and ready for use.

It is the bidder's responsibility to visit the jobsite, and to work with the UNION COUNTY to verify the feasibility of installation of new equipment at any location and all electrical and installation requirements per code.

The standard Industry lead-time of four (4) to six (6) weeks from receipt of purchase order is acceptable. The Contractor will give an accurate lead-time to the County at the time of ordering, if the lead-time is more than the six (6) weeks industry standard, the County reserves the right to cancel the order. UNION COUNTY anticipates a delivery date of October 10, 2016, installation shortly thereafter.

Payment: A Purchase Order will be issued to the contractor by UNION COUNTY Government. Upon receipt of an invoice, which must list in detail the work performed, the UNION COUNTY shall remit payment in the form of a check to the Contractor. UNION COUNTY is tax exempt, a Certificate of Tax Exemption will be provided to the Contractor upon request. UNION COUNTY *will pay no more than the bid price.*

Records: The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the UNION COUNTY, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

Warranty: Equipment supplied in accordance with this ITB must include a minimum standard one (1) years parts and labor warranty.

Insurance: The successful bidder is required to provide a Certificate of Insurance to the UNION COUNTY Finance Agent in accordance with the requirements as noted on the insurance checklist enclosed with this ITB. The Certificate must be turned in to the UNION COUNTY Finance Department within five (5) business days from notice of intent to award, excluding UNION COUNTY holidays. Complete certified copies of insurance policies shall be provided upon request. The contractor must maintain the insurance coverage required by the UNION COUNTY while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the UNION COUNTY Risk Management Department. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

Background Check: Any employee of the successful vendor or subcontractor must submit to a criminal history records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful proposer must return the attached compliance form to Blount County prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained from UNION COUNTY

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Site Visit: A pre-bid meeting is scheduled for **9:00AM Eastern Daylight Time (E.D.T.) on August, 30, 2016** at Union County Schools Central office, 3006 Maynardville Hwy, Maynardville, TN 37807. While the pre-bid meeting is not mandatory, potential bidders are strongly encouraged to attend. Any potential bidders not present at the pre-bid meeting will bid at their own risk.

Brand Names: Bids are requested on brands or pre-approved equal: Unit price bids are requested on products that are equal to or exceed the quality and performance of the brands and model numbers listed. References to the brand names, trade names, model numbers, or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. It is the responsibility of the bidders to furnish specifications, catalog pages, brochures, spreadsheet comparisons and other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered.

If requested by UNION COUNTY, bidders shall have a display model available for inspection.

Bid Submittals: Bid signed by an authorized company official shall be submitted to:

UNION COUNTY FINANCE at 300 Main Street, Maynardville, TN 37807

To be accepted, bids must be submitted:

- In a sealed envelope.
- Received at the above address no later than **3:00 PM E.D.T. on September 30, 2016**

To be considered for evaluation and subsequent award, bids shall contain:

- Pricing sheets, page 9.
- **SPECIFICATIONS**

The following items will have met these specifications, unless otherwise noted:

LIST OF SCHOOLS AND SPECIFICATIONS**SPECIFICATIONS:**

Include delivery, uncrate, set in place, cleaned, remove all packing material and make units ready for use. Final connections by Union County Maintenance Department.

Bids are requested on brands or approved equal: Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to the brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is presented in bid proposal. It is the responsibility of the bidders to furnish specifications, catalog pages, brochures, spread sheet comparisons and other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered.

HORACE MAYNARD MIDDLE SCHOOL**Item # 1 Milk Cooler (Two-Supplied by Vendor)****Item # 2-9: The following items will have met the following specifications unless otherwise noted.**

Thurmaduke Serving Systems cafeteria food service modular units constructed with 14 gauge 300 series stainless steel (S.S.) counter tops with internal latching devices and a 2" straight turndown on all sides. Tops to be attached to the cabinet body so that no spot weld marks appear. Bodies to be constructed of heavy gauge paint-grip steel with selected 20 gauge paint grip steel body with stand and NON standard Duke Powder coat colors and welded paint-grip steel channel interior supports and frame members. Hose bid connection on all drains for garden hose (by others). Bodies to be mounted on casters with stainless steel kick plates. Counter includes extended top 10" in lieu of trayslides. All counters to be 34" in height. All units to have interlocking devices.

All counters electrical cords to run to center counter by supplying cut outs with grommets between the counters in Item # 4. Supply longest cords and plugs as code will allow on each counter.

All equipment is to be built to the standards of Thurmaduke Serving Systems as made by Duke Manufacturing Co. and will have a standard two year warranty.

Item #2: Hot Food Counter (2 required)

Electric Load: (verify with factory)

Plumbing: ½" waste

Size: 74" long, 30" wide, 34" high

Duke Thurmaduke model numbers as follows:

One # TEHF-74PG - hot food unit with 14ga S.S. top. Provide sealed heat wells with copper drains manifolded to individual brass valves and master valve with hose bib.

One #TS580-74-1SN self serve food shield modified with stainless steel shelves, 18" deep double deck shelves with adjustable glass breath guards on BOTH shelves (1) side only. Provide incandescent lights and radiant heat rods with infinite controls and SEPARATE control for lights wired to base with operation switch located on body base for ease of use. Top deck to be 10" instead of 8" standard from bottom shelf to reduce the chance of burning products.

Provide two (2) each of the following, one for each line.

Volrath Model 19186 Sheet Pan Adaptor Plate, for drop-ins, 26-3/8" x 29-15/16", accommodates full size sheet pan & fits over (2) hot wells, 300 series stainless steel, Made in USA

Item #3: Flat Top Counter (1 required)

Electric Load: (verify with factory)

Size: 32" long, 30" wide, 34" high

Duke Thurmaduke model numbers as follows:

One #TST-32PG solid top unit with 14 ga 300 series S.S. top. Supply filler panel for smooth operation of sneeze guards between items # 3. Supply stainless steel chase from top of counter to ceiling: approx. 10';

Item # 4: Frost Counter (1 required)

Electric Load: (verify with factory)

Plumbing: 1" waste

Size: 74 " long, 30" wide, 34" high

Duke Thurmaduke model numbers as follows:

One TST-74PG flat top unit with 14 ga. S.S. top.

Provide Drop In Hatco Model FTB-3 with extra four year compressor warranty to be supplied by Food Service Dealer and shipped to Duke Manufacturing for factory installation.

One # TS580-74Glass food shields in stainless steel, 3-way adjustable brackets on bottom shelf only and top glass shelves to be 18" deep with shields. Raise top shelf 2" for better access supply fluorescent lights on both shelves with controls mounted in rail.

Custom slanted top shelf on BOTH sides, stainless steel with three (2) 12 x 26 cut outs for 4" deep full size steam table pans with raw edge per side, deburred edges, for food pans to hold dry goods for display and sell. (or as much space as possible)

Item # 5: Flat Top (1 required)

Electric Load: (verify with factory)

Plumbing: 1" waste

Size: 32" long, 30" wide, 34" high

Duke Thurmaduke model numbers as follows:

One TST-32PG flat top unit with 14 ga. S.S. top.

Item # 6: Cashier Counter (1 double required)

Units to have continuous top.

Size: 24-1/2" long, 26-1/2" wide, 36" high (each)

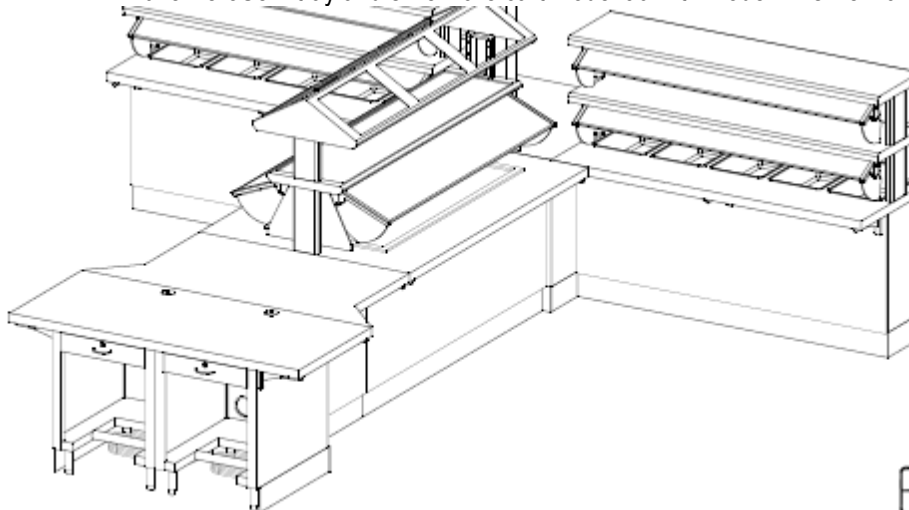
Duke Thurmaduke model numbers as follows:

Two (2) #306-25PG cashier stand units MODIFIED with single top 16ga 300 series S.S. Include cashier drawers with lock and key, round utility hole in top, duplex receptacle.

TST-32PG flat top area for Tea Serving. Extend tops on both sides 10" in lieu of trayslides NOTE Mitered form flat area to cashiers.

Item # 7 Tray and Silverware Stands (2 required)

Duke AeroServ tray and silverware cart Model 96 with model 71 silverware holders



ITEM 8 -REACH-IN REFRIGERATOR (1 REQ'D)

Traulsen Model G20010

Dealer's Choice Refrigerator, Reach-in, two-section, 46.0 cu. ft., self-contained refrigeration with microprocessor control, stainless steel front & full height doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), 6" high casters, 1/3 HP, cULus, NSF 115v/60/1ph, 7.4 amps, NEMA 5-15P, standard

EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

3 year service/labor & 5 year compressor warranty, standard

Set of 7 pairs universal type tray slides for ONE (1) Side of Reach In; standard three shelves on opposite.

ITEM 9 -CONVECTION OVEN (1 REQ'D)

Blodgett Oven Model ZEPH-100-E DBL

Zephaire Convection Oven, electric, double-deck, standard depth, capacity (5) 18" x 26" pans per compartment, solid state infinite controls with digital timer, two speed fan, vent connector, dependent glass doors, interior light, stainless steel front, sides and top, 6" stainless steel legs, ETL, NSF, ENERGY STAR®

2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard

208v/60/3-ph, 11.0 kW, 31.0 amps, direct, 1/2 hp (per deck), standard

Model SSI-D Top Oven: Solid State infinite with digital timer, standard

Model SSI-D Bottom Oven: Solid State infinite with digital timer, standard

ACCESSORIES:

1 st 4" low profile casters (set)

2 ea Porcelainized crumb tray

NOT TO BE INCLUDED IN TOTAL LUMP SUM OF BID. THIS ITEM MAY BE PURCHASED IF FUNDS ALLOW.

ITEM 10 -BOILERLESS STEAMER (Future)

Market Forge Model ALTAIR II-10

Altair II Convection Steamer, electric, (2) compartments, (4 & 6) 12" x 20" pan capacity per compartment, boilerless, auto water system, manual controls, 3-cook settings, includes super steam, 60 minute timer, aluminum cast cooking compartment, stainless steel exterior, preheated incoming water, clean water reservoir system, 6-9" legs, 4-pan (top), 6-pan (bottom), UL/cUL listed

Standard (1) one year parts & labor warranty, equipment only

4-pan: 208v/60/3-ph, 8.0 kW, 22.0 amps

6-pan: 208v/60/3-ph, 9.8 kW, 27.0 amps

ACCESSORY:

Model OP350/16-350 GPD Optipure OP350/16-350 GPD RO/mineral addition with 16 gallon tank & RP

LUTTRELL ELEMENTARY SCHOOL

ITEM 11 -COMBI OVEN (1 REQ'D)

Blodgett Combi Model BLCT-10E

Combi Oven Steamer, electric, boilerless, mini size, (6) 12" x 20" full size hotel pan capacity, touch screen controls, multiple cooking modes, stores up to 500 recipes, reversible 9-speed fan, external temperature probe, USB port, HACCP, automated CombiWash, glass door, (2) piece rack system, stainless steel exterior & interior, cETL, ETL, CE

1 year parts & labor warranty, standard

208v/50/60/3-ph, 10.4 kW, 34.0 amps, standard

Door hinged on left, standard (VERIFY)

ACCESSORIES

1 ea Backflow preventer

1 ea 31" tall stand with runners and adjustable feet (N/A with casters)

1 ea Model OP175/16-175 GPD Optipure OP175/16-175 GPD RO/mineral addition with 16 gallon tank & RP

ITEM 12-HOT WATER DISPENSER (1 REQ'D)

Hatco Model AWD-12

Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic temp. control with digital display, stainless steel tank & base, cULus, UL EPH Classified, ANSI/NSF 4, Made in USA

208v/60/1-ph, 5kw

Standard plug NEMA 6-30P

ACCESSORIES

1 ea Model AWD-PLUMB 3 ft. rubber drain hose with 10 ft. 1/4" inlet tubing

1 ea Model AWD-FILTER Water filtration system with 10' of 1/4" tubing and fittings

ITEM 13 -HEATED CABINET, MOBILE (1 REQ'D)

Food Warming Equip Model MTU-12

EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

Heated Cabinet, mobile, (12) pair universal tray slides, (12) 18" x 26" or (24) 12" x 20" pan capacity 4-1/2" OC, adjustable on 1-1/2" increments, insulated, moisture-temp system, electronic controls, insulated, removable water reservoir, (1) flush mounted door, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, UL, cUL, NSF, ENERGY STAR®

Two year limited parts & one year labor warranty, standard

ACCESSORIES

1 ea Element upgrade

1 ea 120v/50/60/1-ph, 18.0 amps, 2150w, NEMA 5-20P, standard (US)

NOT TO BE INCLUDED IN TOTAL LUMP SUM OF BID. THIS ITEM MAY BE PURCHASED IF FUNDS ALLOW.

ITEM 14 -PLANETARY MIXER (1 FUTURE)

Hobart Model HL200-10STD

100-120/50/60/1; Floor type mixer; with bowl, beater, & whip; US/EXP configuration

Legacy Planetary (Floor) Mixer, 20-quart, (3) fixed speeds plus stir speed, gear-driven transmission, 15-minute SmartTimer™, #12 taper hub, manual bowl lift, stainless steel bowl, aluminum "B" beater, stainless steel "D" wire whip, stainless steel bowl guard, 1/2 hp, cord with plug

Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

ITEM 15 -CONVECTION OVEN (1 REQ'D)

Blodgett Oven Model ZEPH-100-E DBL

Zephair Convection Oven, electric, double-deck, standard depth, capacity (5) 18" x 26" pans per compartment, solid state infinite controls with digital timer, two speed fan, vent connector, dependent glass doors, interior light, stainless steel front, sides and top, 6" stainless steel legs, ETL, NSF, ENERGY STAR®

2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard

220/240v/60/1-ph, 11.0 kW, 44.0 amps, 1/2 hp (per deck)

Model SSI-D Top Oven: Solid State infinite with digital timer, standard

Model SSI-D Bottom Oven: Solid State infinite with digital timer, standard

ACCESSORIES:

1 st 4" low profile casters (set)

1 ea NOTE: DO NOT deduct cost of standard legs

2 ea Porcelainized crumb tray

THE ABOVE BID WILL BE REVIEWED AND AWARDED AS A LUMP SUM TO THE BEST PRICE AND QUALIFIED DEALER BIDDING.

ITEM #	DESCRIPTION	LUMP SUM BID	OPTIONAL EQUIP BID
	HORACE MAYNARD MIDDLE SCHOOL		
2	HOT FOOD COUNTERS (2 REQD)		
3	FLAT TOP UTILITY COUNTER (1 REQD)		
4	FROST TOP (1 REQD) FLAT TOP UTILITY COUNTER (1 REQD)		
5	CASHIER STAND (2 REQD) ONE TOP		
6	TRAY/SILVER CARTS (2 REQD)		
7	REACH IN REFRIGERATOR (1 REQD)		
8	DOUBLE C-OVEN (1 REQD) FUTURE-BOILERLESS STEAMER	N/A	
10	LUTTRELL ELEMENTARY SCHOOL		
11	MINI COMBI OVEN (1 REQD)		
12	HOT WATER DISP (1 REQD) HEATED HOLDING CAB (1 REQD)		
13	FUTURE-MIXER	N/A	
14	DOUBLE C-OVEN (1 REQD)		
15	GRAND TOTAL		

Please note if pricing can be held for one year from bid opening date: Yes_____No_____

A strongly recommended pre-bid conference will be held on August 30, 2016 at 9:00am beginning at Union County Board of Education at 3006 Maynardville Hwy, Maynardville, TN 37807.

Please note if you attended: Yes_____No_____

EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

PRICING

Pricing shall include the purchase, delivery, complete installation (including labor, materials, travel, permits, et cetera) and warranty of the food service equipment as specified in this ITB. LIST OF EQUIPMENT PER ITEM #	\$COST OF EACH ITEM
GRAND TOTAL OF BID	\$ GRAND TOTAL
Lead time for equipment after receipt of order:	A.R.O.
Length of time for installation only:	
Payment Terms: Offers of less than 20 days will not be considered in bid evaluation. If no other terms are quoted and accepted UNION COUNTY normal payment terms of <i>Net 30</i> will be adopted.	
Will your company accept payment via ACH deposit? ACH is an electronic deposit into your bank account from our bank account. Deposit would be made instead of processing a check. <i>*If yes, forms can be submitted after a contract award is made.</i>	____ YES* ____ NO

Company Official authorized to sign contracts:	
Company Name:	
Authorized Signature:	Printed Name:
Title:	Date:
Email Address:	

VENDOR INFORMATION*Please type/print clearly:*

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Number of years in business:		
Business License Number:		State:

ADDENDUM 1:

Page 8, incorrectly states that the bid submission date is no later than 3:00pm September 30,2016. That is incorrect, the deadline for the submission is September 7, 2016 at 3:00 p.m. ETD. as stated in the bid notice and the bid packet on page 1.