

Anderson County Government

INVITATION TO BID

Natalie Erb, Director of Finance
100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
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purchasing@andersontn.org
<http://andersontn.org/purchasing>

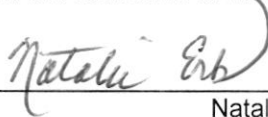
BID No.: 4773, School Cafeteria Supplies

Date Issued: June 12, 2017

**Bids will be received until
11:30 a.m. Eastern Time on June 29, 2017**

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Natalie Erb, Director of Finance

Scope of Work

Anderson County is seeking bids for cafeteria supplies to be delivered and installed by August 15, 2017. The contract term shall be July 1, 2017 through June 30, 2018.

All vendors must submit one original and one exact copy of their bid, including any brochures.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

Please note that this is a re-bid of Bid #4771 due to no responses.

Bid #4773, School Cafeteria Equipment

Equipment Specifications

Vendor must bid on all items to be considered for award.

Vendor shall deliver, uncrated, set in place and level all equipment for no additional charge. Vendor shall remove carting. It is the responsibility of the Vendor to confirm all utility needs with Anderson County Maintenance prior to ordering. Request for alternate equipment must be submitted to the Purchasing Office 5 days prior to the bid opening.

ITEMS 1 & 2 for Clinton High School (425 Dragon Drive, Clinton, TN 37716 no loading dock)

The ice machine is to sit on one side of the table leaving room for a future unit if funds allow. Also the filter must be hung in place on the back of the TITAN counter for ease of replacement.

ITEM 1 -TABLE CABINET (QUANTITY: 1)

Titan Stainless LLC Model 6STCBD-40

72" x 40" Table Cabinet with backsplash, hinged doors, midshelf, s/s legs, and adjustable s/s bullet feet. 16/300 s/s top and 18/430 s/s body, nsf

3 ft Model UT Urn trough welded in table top (priced per linear ft.)

2 ea Model LTC Table Cut, large (16" x 16" or more)

2 ea Model GH Grommet Hole

1 ea Model MOD Top Extended 10" *** Used as Tray-Slide ***

11 ft Model KP Removable Kick Plate, 18/430 s/s, priced per linear ft

1 ea Model C4 Casters, set of 4, 5", (2 with brakes)

ITEM 2 -NUGGET ICE MAKER (QUANTITY: 1)

Ice-O-Matic Model GEM0450A

Pearl Ice® Maker, soft, chewable ice crystals, air-cooled, self-contained condenser, approximately 464 lb/210 kg production/24 hours, durable stainless finish, 115v/60/1-ph, 16.0 amps, cULus, NSF, CE

1 ea 3 yr. parts & labor warranty, standard

1 ea 5 yr. parts on the compressor warranty, standard

1 ea Model IOD250 Ice Dispenser, counter model, approximately 250 lb storage capacity, lever dispensing, 10-1/2" cup clearance, (cube and Pearl ice dispensing only) accepts 22" or 30" ICE series cubers or 21" GEM pearl ice machines, bin kit required, 115v/60/1-ph, 3.5 amps, cULus, NSF

1 ea Model KBT25022 Adapter and Bin-Level Kit, for 22" cuber or GEM0650/GEM0956 on IOD 200 or 250 (must be purchased with dispenser)

1 ea 2 yr. parts & 1 yr. labor warranty, standard

1 ea Model KGEMDISP Installation kit to be used with all GEM ice makers on all model Ice Dispensers

1 ea Model KWGFID Water Glass Filler Kit for IOD150, 200 & 250

1 ea Model IFQ1 Water Filter Manifold designed for ice makers producing up to 800 lbs. (363.6 Kg.) of ice per day, 1.5 gpm maximum flow rate, IsoNet scale inhibitor, .5 micron particle reduction (water filters must be changed every 180 days (6 months), at a minimum)

ITEMS 3 & 4 for Anderson County High School (130 Maverick Circle, Clinton, TN 37716, has loading dock)

The TITAN counters at Anderson County High will be sitting back to back. The water filters, if they cannot be mounted on the sides of the units must be mounted on the interior of the counter. Modifications may be needed.

Supply slip over trim for the rear backsplashes.

ITEM 3 -TABLE CABINET (QUANTITY: 1)

Titan Stainless LLC Model 4STCBD-40

48" x 40" Table Cabinet with backsplash, hinged doors, midshelf, s/s legs, and adjustable s/s bullet feet. 16/300 s/s top and 18/430 s/s body, nsf

4 ft Model BJS Backsplash Joining (Capping) Strip, priced per linear ft, 18/300 s/s

2 ft Model UT Urn trough welded in table top (priced per linear ft.)

1 ea Model LTC Table Cut, large (16" x 16" or more)

1 ea Model GH Grommet Hole

1 ea Model MOD Top Extended 10" *** Used as Tray-Slide ***

1 ea Model C4 Casters, set of 4, 5", (2 with brakes)

ITEM 3.1 -TABLE CABINET (QUANTITY: 1)

Titan Stainless LLC Model 4STCBD-40

48" x 40" Table Cabinet with backsplash, hinged doors, midshelf, s/s legs, and adjustable s/s bullet feet. 16/300 s/s top and 18/430 s/s body, nsf

2 ft Model UT Urn trough welded in table top (priced per linear ft.)

1 ea Model LTC Table Cut, large (16" x 16" or more)

1 ea Model GH Grommet Hole

1 ea Model MOD Top Extended 10" *** Used as Tray-Slide ***

1 ea Model C4 Casters, set of 4, 5", (2 with brakes)

ITEM 4 -NUGGET ICE MAKER (QUANTITY: 2)

Ice-O-Matic Model GEM0450A

Pearl Ice® Maker, soft, chewable ice crystals, air-cooled, self-contained condenser, approximately 464 lb/210 kg production/24 hours, durable stainless finish, 115v/60/1-ph, 16.0 amps, cULus, NSF, CE

2 ea 3 yr. parts & labor warranty, standard

2 ea 5 yr. parts on the compressor warranty, standard

2 ea Model IOD250 Ice Dispenser, counter model, approximately 250 lb storage capacity, lever dispensing, 10-1/2" cup clearance, (cube and Pearl ice dispensing only) accepts 22" or 30" ICE series cubers or 21" GEM pearl ice machines, bin kit required, 115v/60/1-ph, 3.5 amps, cULus, NSF

2 ea Model KBT25022 Adapter and Bin-Level Kit, for 22" cuber or GEM0650/GEM0956 on IOD 200 or 250 (must be purchased with dispenser)

2 ea 2 yr. parts & 1 yr. labor warranty, standard

2 ea Model KGEMDISP Installation kit to be used with all GEM ice makers on all model Ice Dispensers

2 ea Model KWGFID Water Glass Filler Kit for IOD150, 200 & 250

2 ea Model IFQ1 Water Filter Manifold designed for ice makers producing up to 800 lbs. (363.6 Kg.) of ice per day, 1.5 gpm maximum flow rate, IsoNet scale inhibitor, .5 micron particle reduction (water filters must be changed every 180 days (6 months), at a minimum)

ITEM 5 for Briceville Elementary School (103 Slatestone Road, Briceville, TN 37710 no loading dock)

ITEM 5 – FOUR COMPARTMENT SINK (QUANTITY: 1)

Provide one (1) four (4) compartment sink with overall size to not exceed 13'-6" with a minimum of 24" drainboard length-more if space allows.

Compartment size to be approximately 20 x 28 x 14 deep.

Provide one (1) T & S Model B-0265 Faucet with 18" double joint swing nozzle and B-230-K installation kit for left two sinks. Supply one (1) T & S Model B-0133-18DJ-CRB Pre-inse with 18" add a faucet and wall mounted bracket for support for right two sinks.

Provide four (4) K-5 Twist Handle Drains and K-4 Support Buckets (shipped to fabricator for installation).

DETAILED SPECIFICATIONS FOR SINK:

A. Faucets, Valves and Fittings:

1. Food Service Equipment Supplier shall furnish all faucets, traps, tailpieces and fittings. Sinks fitted with faucets as called for under each item or as a separate item listed as faucets. All basin type faucets to be T & S #B-221CC. All splash mount faucets T & S #B-231CC. All special faucets for kettles, prewash, etc., listed under Item Specifications.
2. All stops and shut-offs shall be furnished and installed by ANDERSON COUNTY.

B. Non-Corrodible Alloy:

1. Non-corrodible alloy, or stainless steel, specified hereinafter to be Type 302 stainless steel, having a standard analysis of 18% chrome and 8% nickel.
2. All gauges, where specified United States Standard gauges. All exposed surfaces give to #4 or 180 grit. Where manufacturing process and welding disturb the original finish, it shall be carefully reground, polished and restored to match balance of surface.

C. Galvanized Iron:

1. Where galvanized iron is specified, furnish tight coat galvanized Copper Bearing. To be used in largest possible sheets with as few joints as necessary.

D. Welding:

1. All welded parts non-porous and free of imperfections, free of pits, cracks or disconnections. All welds of galvanized metal on dish tables and sinks ground smooth and sand blasted and sprayed with molten zinc at 1,200° Fahrenheit to a thickness of .004. Tinning of welds not acceptable. All welds of stainless steel ground and polished to original finish.

E. Pipe Stands and Frames:

1. All pipe stands for open base tables or dish tables shall be constructed of 1-5/8" stainless steel tubing as indicated in the itemized specifications. All stringers and cross braces to be same material as legs. All joints between legs and cross braces are to be welded and ground smooth.
2. Cross rails must be supplied between each leg. Legs anchored to closed gussets at top only and without cross rails are not accepted except in the case of sinks.
3. All crossrails to be 10" center line above floor or as called for by local health authorities.

F. Feet:

1. All pipe legs fitted with sanitary die stamped stainless steel bullet shaped feet, fully enclosed with a slightly rounded bottom to protect the floor. Top of these feet fitted

with a male threaded stem to fit into the end of the pipe legs hereinabove specified and provided a total adjustment of 1". Stem is extra long so threads are not exposed. Bottom of pipe leg finished off smoothly and overlaps stem to provide sanitary fitting and prevent accumulation of grease or other debris at this joint.

G. Sinks:

1. Sinks of the size called for, constructed of #14 gauge stainless steel. Backs, bottoms and front formed of one continuous sheet with ends welded in place. Partitions for compartment sinks of same material and single thickness with top of partition fitted with 1-1/4" full roll formed integral with partition and welded.
2. Vertical and horizontal corners including partition coved on 5/8" radius electrically welded ground smooth and polished.
3. Top edges of sinks at front and ends, except where fitted with integral type drainboards, furnished with a 1-1/4" die formed integral sanitary semi-foll rim.
4. Across back of sinks, unless otherwise specified, there will be a 10" high splashback coved back 2-1/2" on a 45° angle. Ends enclosed. Unless otherwise specified, two (2) faucet holes on 8" centers provided over the center line of partitions between compartments, 2-1/2" down from top of splash turn back.
5. Bottom of each compartment to have six (6) radial dial die stamped grooves pitched to center drain, and provided with 2" chrome plated brass level type drain with stainless steel strainer. Drain fitted with steel rod level handle for opening and closing drain and end of handle fitted with chrome plated brass four pronged EZ-TACH handle. Rod handles suitable braced to bottom of sink.
6. Bodies mounted on 1-5/8" O.D. tubing legs same material as specified for open base tables and fitted with stainless steel bullet type adjustable feet. Legs fitted with die formed fully enclosed gussets. These welded to underside of sink.
7. Free standing sinks 36" high to top of front edge and 46" high to top of splash. Sink depth from top of front edge to bottom of tub as specified. Lengths and widths given overall. Each drain fitted with tail piece.

H. Sink Drainboards:

1. Drainboards constructed of same material as sinks and welded integral to same. Drainboards to have 1-1/2" high rims with die formed integral rolled edges to match sink edges. Horizontal and vertical corners coved on 5/8" radius electrically welded, ground and polished to a #4 finish 180 grit. Solder filleting of these corners will not be acceptable. Drainboards pitched to properly drain into sink.
2. Across backs and ends against walls or high fixtures, a 10" high splashback coved back across the top 2-1/2" to match splash of sink compartment. Splashback welded integral with splash of sink compartment with ends closed.

I. Sound Deadening:

1. Underside of all tops at contact of body and bracing sound deadened with high quality asphalt mastic.

J. Undershelves:

1. The undershelves on open base tables solid removable metal shelf of #18 gauge stainless steel. Shelf made in removable sections with rolled down edges on sides which overlap pipe cross rails where they abut same. Abutting sections of shelves turned down 1" straight.

Approved Fabricators: Titan Stainless, 4417 Helms Rd.

Waxhaw, NC 28173 P: 704-909-0310 (Direct) austin@titan-stainless.com

ITEM 6 Convection Ovens for Briceville Elementary (103 Slatestone Road, Briceville, TN 37710) and Lake City Middle (1132 South Main Street, Lake City, TN 37769) no loading dock at either school

(Quantity: 2)

Provide Blodgett full-size convection oven model ZEPHAIRE-100-E, (single) compartment. Each compartment shall have porcelainized steel liner and shall accept five 18" x 26" standard full-size bake pans in left to right positions.

Doors shall have dual pane thermal glass windows with single powder coated handle and simultaneous operation. Unit shall be electrically heated with three tubular heaters. Air in baking chamber distributed by single inlet blower wheel powered by a two-speed, 1/2 HP motor with thermal overload protection. Each chamber shall be fitted with five chrome-plated removable racks. Control panel shall be recessed with Cook/Cool Down mode selector, solid state manual infinite thermostat (200 - 500°F), and 60-minute timer. Provide options and accessories as indicated.

Briceville Elementary Electrical: 208 volt, 1 phase (Verify before order)

Lake City Middle Electrical: 208 voly, 3 phase

Accessories: 25" Stainless Steel Legs

Item 7 Food Warming Cabinets – 1 for Norwood Elementary School - 669 Tri County Blvd, Oliver Springs, TN 37840 (no loading dock) and 2 for Anderson County High School, 130 Maverick Circle, Clinton, TN 37716 (has loading dock)

(Quantity: 3)

HEATED CABINET,

Food Warming Equip Model No. MTU12

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 brake, UL, cUL, NSF, ENERGY STAR® 2 ea Two year limited parts & one year labor warranty, standard 120v/50/60/1-ph, 13.75 amps, 1650w, NEMA 5-15P, standard (US)

Item 8 Countertop Blender - 1 for Clinton High School (425 Dragon Drive, Clinton, TN 37716 no loading dock) 1 for Anderson County High School (130 Maverick Circle, Clinton, TN 37716 has loading dock)

(Quantity: 2)

Waring MX1300XTX Description

Xtreme High-Power Blender, heavy duty, The Raptor™ 64 oz. BPA-Free Copolyester container, electronic membrane keypad, LCD display with blue backlight, (4) reprogrammable blending stations, 120v, 3.5 HP, NSF, cETLus

Item 9 Bunn ULTRA-2-0080 Ultra Gourmet Ice Frozen Drink Machine - (2) 3-gal Hoppers, Black (34000.0080 for Clinton High School (425 Dragon Drive, Clinton, TN 37716 no loading dock)

(Quantity: 1)

- Frozen beverage dispenser
- Dual 3-gal. hoppers can serve 2 flavors
- Clear bowls for merchandising
- Extended operating handle makes dispensing easy
- Intuitive touchpad controls and digital display allow users to program, clean, and troubleshoot
- Long-lasting refrigeration system is internally monitored
- Reversing auger design speeds up freezing time and offers a superior mix
- Listed by the NSF for use with alcohol and dairy
- Exterior finished in black
- 120 V/60 Hz/1 ph, 12 A, 1440 W, NEMA 5-15 plug and cord attached
- Overall Dimensions: 16 in. W x 24.5 in. D x 32 in. H
- ETL Listed and NSF Certified

Bid #4771, School Cafeteria Equipment Price Sheet

Item # and Description/ Vendor	Brand and Model Number	QTY	Unit Price	Warranty Info	Extended Price (QTY times Price)
Item 1 Table Cabinet for Clinton High		1			
Item 2 Ice Maker for Clinton High		1			
Item 3 and Item 3.1 Table Cabinets for Anderson County High		1 of each	(State price for these two combined)		
Item 4 Ice Maker for Anderson County High		2			
Item 5 Sink for Briceville Elementary		1			
Items 6 Convection Ovens		2			
Item 7 Food Warming Cabinets		3			
Item 8 Countertop Blenders		2			
Item 9 Frozen Drink Machine		1			
				Total Price	\$

VENDOR NAME _____

DATE _____

BID NUMBER: 4773

BID TITLE: School Cafeteria Equipment

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid reach the Purchasing Department. If the bid is not delivered to the correct location by the correct time it is not considered.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY PURCHASING DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

**Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>**

(865) 457-6218 Phone
(865) 457-6252 Fax

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at any time.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and

make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

**VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD
SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.**

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.

1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.17 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.18 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and two exact copies of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.

1.21 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.22 TERMINATION: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.23 OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.25 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.26 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.30 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.31 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services 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 occurs first, with no further obligations owed to or by either party.

1.32 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.33 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.34 UNIT PRICE: Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the

company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.36 PRE-BID CONFERENCES: Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

1.37 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website www.andersontn.org/purchasing up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.38 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.

1.39 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.40 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

BID #4773, SCHOOL CAFETERIA EQUIPMENT SPECIAL CONDITIONS

GENERAL

Attached are instructions and conditions for submitting a Cafeteria Equipment Bid for ANDERSON COUNTY SCHOOLS. The objective of this bid is to select a supplier in such a manner as to provide for open and free competition and comparability.

Sealed written bids are due by the time and place specified on the Invitation to Bid. Postmark on this date will not suffice. Faxed bid documents will not be accepted.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Have a minimum of three years-experience supplying similar product/commodities and services to school districts similar in size to Anderson County.
- Bid on all items

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Documented unacceptable product

The County reserves the right to request and contact Vendor References.

BID AWARD

Consideration will be given to all bids properly submitted. The contract will be awarded to the responsive and responsible bidder whose bid is the lowest cost. It is the intent of the ANDERSON COUNTY SCHOOL NUTRITION PROGRAM (SNP) to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs.

BIDS REQUESTED ON BRANDS OR EQUAL

Reference to brands or equal 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 contained in the bid. All bidders shall furnish with the bid such specifications, catalog pages, web site references, brochures or other data that

provide adequate information to research and determine if the item offered will meet the needs of the school. Failure to provide this data may be considered valid justification for rejection of the bid. Remanufactured or pre-owned equipment is not allowed. Site visits are very strongly suggested and supported.

BID PRICE SHEET

Bidders must submit one price for each item on the bid. Each bidder must bid on all items. The total price will be determined by multiplying each item price by the quantity and adding the extended dollar figures. Itemized pricing will prevail in the event of a math error.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

The Price sheet must be completed in ink or typewritten. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once request clarification from the Anderson County Purchasing Agent. Costs must include delivery to schools, offloading, uncrating, setting in place, leveling, two operation manuals and removal of all packing materials from premises unless otherwise indicated.

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Anderson County School Nutrition Program may terminate the Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item will immediately constitute the authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

INVOICES AND STATEMENTS

Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the school nutrition director or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be

returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.

PAYMENTS

Payments will be submitted for approval to the Anderson County Office of Accounting and Budgets no later than they thirty (30) days after the end of the month that services were rendered. All schools serviced under this contract are tax exempt.

REGULATION COMPLIANCE

- 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).
- 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).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations. NES, IP, NSC, NME, NSF, and energy coding must be indicated on the bid for each item.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
- b. Any member of the immediate family
- c. His or her partner
- d. An organization which employs or is about to employ one of the above.

- 2) The School Nutrition Program 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.

- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a.Reprimand by Board of Education
 - b.Any legal action necessary.

USDA Discrimination Statement

USDA Statement:

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- | | |
|---|---|
| <ol style="list-style-type: none"> (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. | <p>This institution is an equal opportunity provider.</p> |
|---|---|

**ATTACHMENT
CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, 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 certifications 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 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, or an employee of a Member of Congress 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, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Revised May 2017

Date

Anderson County, TN Schools

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- (1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) **Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name Bid Number

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

Signature(s) Date

BID NUMBER: 4773 School Cafeteria Equipment

Vendor Information Form

SECTION 2 - BID INFORMATION

- 2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
- Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____
- 2.2 If bid varies from the specifications, make full explanation (Attach additional sheet/information as needed).
- 2.3 Will you honor additional purchases at this same price? _____ Yes _____ No
- 2.4 Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate vendor's approval of the Cooperative Purchasing Agreement. _____ Yes _____ No

State of Tennessee Business License Number:
License # _____

State of Tennessee Contractors' License Number:
License # _____

Vendors are reminded to review section 1.11 of the General Terms and Conditions for additional requirements for bid projects over \$25,000.

SECTION 3 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or Employer Identification Number:

What is the major service or product your company provides?
(Explain/Describe) _____

The undersigned agrees if bid is accepted, to furnish all license information.

Authorizing Signature:

(Please sign original in blue ink)

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

**BID NUMBER: 4773, School Cafeteria Equipment
Insurance Requirement Checklist**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- | | | |
|----|---|---|
| 1. | <input checked="" type="checkbox"/> Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> Commercial General Liability | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| | <input checked="" type="checkbox"/> Occurrence Form Only | |
| | <input checked="" type="checkbox"/> Include Premises Liability | |
| | <input checked="" type="checkbox"/> Include Contractual | |
| | <input checked="" type="checkbox"/> Include XCU | |
| | <input checked="" type="checkbox"/> Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> Include Personal Injury | |
| | <input checked="" type="checkbox"/> Include Independent Contractors | |
| | <input type="checkbox"/> Include Vendors Liability | |
| | <input type="checkbox"/> Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> Business Auto | \$1,000,000
\$1,000,000 |
| | <input type="checkbox"/> Include Garage Liability | |
| | <input type="checkbox"/> Include Garage Keepers Liability | |
| | <input type="checkbox"/> Copy of Valid Driver's License | |
| | <input type="checkbox"/> Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> Crime Coverages | |
| | <input type="checkbox"/> Employee Dishonesty | |
| | <input type="checkbox"/> Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> Property Coverages | |
| | <input type="checkbox"/> Builders Risk | |
| | <input type="checkbox"/> Inland Marine | |
| | <input type="checkbox"/> Transportation | |
| 6. | <input type="checkbox"/> Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> be submitted before purchase order issued. | |

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date