

UNION COUNTY FINANCE DEPARTMENT  
300 MAIN STREET  
MAYNARDVILLE, TN 37807  
[anndyer@unioncountyttn.org](mailto:anndyer@unioncountyttn.org)  
(865) 658-3400 Phone  
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INVITATION TO BID

(Formal)

Date Issued 09/11/2019

Bids will be received until 3:00 p.m. October 16, 2019

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## 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 <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=00c1a5b6-1ae3-4fdd-955c-28b0bbb3392f> or by email to [anndyer@unioncountyttn.org](mailto:anndyer@unioncountyttn.org).

Sealed bids must be submitted to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 **ATTN: BID 0069-“Food Service Equipment”**. A Pre-bid meeting will be conducted **on September 25, 2019** at 9:00 a.m. at the Union County High School located at 150 Main Street, Maynardville, TN 37807. Bids will be accepted until 3:00 p.m. **October 16, 2019** 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.

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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.

## EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

### 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 offence 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.

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### 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 SCHOOLS 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 SCHOOLS 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 SCHOOLS are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by UNION COUNTY SCHOOLS 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 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 SCHOOLS 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 SCHOOLS may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

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### 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 Finance Director or other designated personnel. Any language

## EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

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](http://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 SCHOOLS to ensure compliance with Title VI of the Civil Rights Act of 1964.: "Nondiscrimination on Federal Assisted Programs" - 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](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:

mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

fax: (202) 690-7442; or email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Nondiscrimination and Non-conflict statement:** Contractor agrees that no person on the grounds of handicap, age, race, color, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. The contractor covenants that it does not engage in any illegal employment practices.

The contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. The 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 good provided or work contemplated or performed relative to the agreement.

### 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 the 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](mailto:anndyer@unioncountyttn.org). UNION COUNTY utilizes Vendor Registry to post bid solicitations.

**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.

FOOD SERVICE EQUIPMENT:

DEFINITIONS:

PART I GENERAL

1.01 SCOPE:

- A. Food Service Contractor (FSC) shall furnish and complete all food service equipment, labor, materials, equipment, etc. as shown on plans and as specified herein.
- B. FSC is responsible for procurement, delivery, unpacking, damage inspection, assembly/erection and final placement and all connection requirements of all equipment included herein in required locations.
- C. FSC shall provide to the OWNER for each school the equipment item information and shop drawings. Final utility connections to direct wired and plumbed equipment will be by the UNION COUNTY SCHOOLS unless noted otherwise. The FSC will be responsible for the final positioning and testing of equipment.
- D. FSC is to provide a competent foreman for erection and placing of equipment.
- E. FSC shall erect the equipment at the site in full compliance with current rules and regulations of state, county and local regulations. If, because of certain job conditions, any work specified to be performed under this contract must be done by others, the FSC shall sub-let such work to those who may be qualified to do such work or make other arrangements at his own expense as may be approved by the Owner.
- F. Trim of same material as body of fixtures furnished and installed on fixtures where necessary to create sanitary conditions and finished appearance.
- G. FSC will clean up all debris made by his workmen immediately upon completion of final placement and remove same from premises. Equipment is to be received on the job site in clean condition and cleaned just prior to Owner's acceptance so as to be free from dirt and dust occurring from building conditions.

1.02 RELATED DOCUMENTS:

- A. Applicable provisions of the Invitation to Bid shall apply to the work under this section.

1.03 QUALIFICATIONS OF BIDDERS:

- A. It is required that all fabricated equipment such as food serving units, tables, sinks, counter tops, etc., described in following specifications other than by name and catalog numbers, be manufactured by an equipment fabricator who has the plant, personnel and engineering facilities to properly design, detail and manufacture high quality food service equipment. The manufacturer to be subject to approval of the Owner. All work in the above category manufactured by one manufacturer and of standard unit assembly and uniform design and finish.
- B. The manufacturer of this equipment must be able to show that he is now, and has been engaged in the manufacture or distribution of equipment as required under this contract as his principal product.
- C. Upon demand, manufacturer being considered for possible negotiation, shall submit to the Owner, evidence of his having executed contracts of a size comparable to this contract. He shall further submit evidence of ample financial resources which enable him to handle the work in a satisfactory manner, and to deliver items of equipment as required, without delaying the progress of the work.
- D. The manufacturer of this equipment as herein specified is a recognized distributor for the items of equipment specified herein to be of other manufacture than his own.
- E. Quality Assurance:



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1. Manufacturer's Qualifications: Firms regularly engaged in manufacture of food service equipment types, capacities, and sizes required, whose products have been satisfactory use in similar service for not less than 5 years.
  2. Installer's Qualifications: Firms with at least 3 years of successful installation experience on projects with food service equipment similar to that required for project.
  3. Fabricator's Qualifications: Where indicated units required custom fabrication, provide units fabricated by shop which is skilled and with a minimum of 5 years of experience in similar work. Fabricate all custom equipment items at same shop. Where units cannot be fully shop-fabricated, it will be acceptable to complete fabrication work at project site.
- F. Only manufacturers who can meet the foregoing qualifications will be considered to be approved.

### 1.04 CODES AND STANDARDS:

- A. NSF Standards: Comply with applicable National Sanitation Foundation (NSF) standards and recommend criteria. Provide each principal item of food service equipment with a NSF "Seal of Approval".
- B. U.L. Labels: Where available, provide U.L. labels on prime electrical components of food service equipment. Provide U.L. "recognized marking" on other items with electrical components, signifying listing by U.L., where available.
- C. ANSI Standards: Comply with applicable ANSI standards for electrical powered and gas-burning appliance, for piping to compressed gas cylinders, and for plumbing fittings including vacuum breakers and air gaps to prevent syphonage in water piping.
- D. NFPA Codes: Install food service equipment in accordance with the following National Fire Protection Codes (NFPA) Codes:  
NFPA 54 - National Fuel Gas Code.  
NFPA 70 - National Electrical Code.  
NFPA 96 - Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment.
- E. ASME Boiler Code: Construct steam generating and close steam heated equipment to comply with American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code; Section IV for units not exceeding 15 psi or 250 deg. F (121 deg. C.), or Section 1 for higher pressure/temperature units.
- F. Health Code: Install food service equipment in accordance with local health department applicable regulation.
- G. Building and Local Codes: Construction and installation shall comply with all applicable local building, utility, safety and fire codes and regulations.

### 1.05 SUBMITTALS AND CLOSEOUT:

- A. Product Data: Submit manufacturer's product specifications and installation instructions for each item; include rough-in dimensions, service connection requirements performance, power/fuel requirements, water/drainage requirements, and other similar information.
- B. Shop Drawings: SUBMIT ROUGH-IN DRAWINGS WITH 5 DAYS AFTER NOTIFICATION TO PROCEED OR BEFORE, to allow for timely installation.
- C. Instruction: After final connections have been made, the FSC shall carefully examine and adjust all operative equipment and instruct personnel in the correct operation and the manufacturers recommended maintenance procedures.

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- D. Maintenance Data: Furnish one (1) set shop drawings, data sheets, spare parts list, wiring diagrams, and operation instructions for each piece of operating equipment, each set neatly bound in a stiff-back cover.

### 1.06 DELIVERY, STORAGE, AND HANDLING:

1. Deliver food service equipment in factory-fabricated containers designed to protect equipment and finish until final installation. Make arrangements to receive equipment at project site, or to hold in warehouse until delivery can be made to job site.
2. Store food service equipment in original containers, and in location to provide adequate protection to equipment while not interfering with other construction operations.
3. Handle food service equipment carefully to avoid damage to components, enclosures, and finish. Do not install damaged food service equipment; replace and return damaged components to equipment manufacturer.

### 1.07 DRAWINGS AND FIELD MEASUREMENTS:

- A. FSC shall check all measurements at the building and be responsible for same. Measurements shown on drawings accompanying these specifications are approximately and are for estimating purposes only. At time of checking measurements, FSC shall carefully examine spaces and existing conditions, and report to the Owner any work performed by others or planned by others which prevents him from execution of his work as required under the contract and obtain Owner's final decision and instructions before proceeding.
- B. FSC shall carefully measure locations of all floor and wall penetrations and existing conditions, and indicate them and provide for them. If his inspection reveals that any of these existing conditions seriously interfere with execution of his work as required under his contract, he is to report these conditions to the Owner and await his decision and instructions before proceeding with that portion of the project.

### 1.08 MATERIAL AND WORKMANSHIP:

- A. Unless otherwise specified or shown on the drawings, all material to be new, of best quality, perfect and without flaws, and delivered upon completion in an undamaged condition.
- B. All labor performed in a thorough workmanlike manner by qualified, efficient, and skilled mechanics.

### 1.09 SANITARY CONSTRUCTION:

- A. All equipment constructed in strict compliance with standards of the National Sanitation Foundation as outlined in their bulletin on Food Service Equipment entitled "Standard No. 2" dated July and October, 1952, and in full compliance with Public Health Regulations of State of Alabama in which installation is to be made. Each piece of equipment to have "seal of approval" label of the National Sanitation Foundation. Or of most recent compliances on record.
- B. Dishwashing machine must conform to Standard No. 3 revised September, 1956, and electrical and gas cooking and warming equipment must conform to National Sanitation Foundation, Ann Arbor, Michigan. Or of most recent compliances on record.

### 1.10 BRANDS AND NAMES:

- A. Substitutions by any bidder wishing to supply alternate equipment other than that specified shall follow the requirements listed in the Invitation to Bid.
- B. Bidders recommending such substitutions are cautioned to examine mechanical and electrical plans and conditions of building to determine if such substitutions will require changes in mechanical or electrical connections which have already been planned. If proposed substitutions require such changes, bidder shall be responsible for any cost involved.
- C. Any FOOD SERVICE CONTRACTOR wishing to supply alternate equipment other than that specified must submit a written request for substitution to the OWNER ten (10) days prior to

## EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

the Bid Date for approval or disapproval. The request must be accompanied by the name of the manufacturer and model, a complete description of the proposed substitution, drawings, catalog cuts, specifications, performance and test data, samples, of applicable, and all information necessary for an evaluation. A statement describing any changes in materials, equipment, or work that incorporation of the substitute would require must be included. A detailed description of the manner in which the proposed substitution conforms and/or varies from the item specified must also be provided. If approved an addendum will be issued.

### 1.11 PERMITS AND LICENSES:

- A. FSC shall give to proper authorities all notices as required by law relative to work in his charge; obtain all official permits, licenses, etc., and pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work, and which may arise incident to the fulfilling of these specifications.

### 1.12 INSPECTION AND CONDEMNATION:

- A. The Owner shall have free access to FSC's shop or shops during the construction of this equipment for purpose of making inspections to see that plan, specifications, and detail drawings are being adhered to carefully. The FSC shall correct any errors found during these inspections to the extent and within scope of plans, specifications and detail drawings.
- B. All work and materials in full accordance with latest rules of U. S. Public Health Service, National Board of Fire Underwriters, any local or State Ordinances, (the State Accident Commission's Safety Order) and regulations of the State Fire Marshal.

### 1.13 WORK BY FOOD SERVICE CONTRACTOR

- A. All plumbing, steam, electrical and ventilation work required in connection with this equipment will be done by Mechanical and Electrical Subcontractors **unless specifically called** for in "Itemized Specifications" by FOOD SERVICE DEALER. The work to be done by these contractors to include roughing-in to points indicated on mechanical plan, and final connecting from rough-in point to various pieces of equipment requiring such connections, and the supply of all necessary materials and labor for this work except as hereinafter noted.
- B. UNION COUNTY SCHOOLS WILL DISCONNECT AND REMOVE EXISTING EQUIPMENT UNLESS NOTED IN WRITTEN SPECIFICATION.

### 1.14 TESTING AND OPERATING INSTRUCTIONS:

- A. After all utility connections to equipment are made, conduct final test of equipment in presence of the Owner.
- B. FSC shall have the manufacturer's representative to demonstrate to Owner's Personnel

### 1.15 GUARANTEE:

- A. The FSC shall guarantee in writing all materials and workmanship of equipment provided under this Contract for a period of one year from date of final acceptance, **unless otherwise noted.** Any defects due to the use of improper materials or workmanship and not due to carelessness or misuse occurring within that time shall be promptly rectified by this Contractor at his own expense upon notification by the Owner.
- B. The serving lines will have a 2 year warranty to include all parts and labor.

**Intent:** It is the intent of this Invitation to Bid (ITB) to procure a contract for the purchase, delivery and set in place for final connections by FOOD SERVICE DEALER of equipment per specifications, units are to be cleaned and ready for use, all packing material removed for the UNION COUNTY SCHOOLS.

**Bid Evaluation and Award:** UNION COUNTY SCHOOLS 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 SCHOOLS reserves the right to award to the responsible bidder whose bid, conforming to all the material terms

## EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

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 SCHOOLS to prove their financial and productive capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the UNION COUNTY SCHOOLS, upon request, five (5) 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 by the Board of Education. Contract pricing shall be firm for one (1) year.

**Quantities** UNION COUNTY SCHOOLS does not guarantee any purchase will be made as a result of this ITB; also, UNION COUNTY SCHOOLS 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. All pricing to include delivery, uncrate and set in place with all crating material removed from the site ready for final connections by FOOD SERVICE DEALER OR AS INDICATED IN WRITTEN SPECIFICATIONS. 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 SCHOOLS 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 eight (8) 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 SCHOOLS anticipates a delivery date of 6-8 WEEKS AFTER RELEASE OF PURCHASE ORDER TO THE FOOD SERVICE CONTRACTOR.

**Payment:** A Purchase Order will be issued to the contractor by UNION COUNTY SCHOOLS Government. Upon receipt of an invoice, which must list in detail the work performed, the UNION COUNTY SCHOOLS shall remit payment in the form of a check to the Contractor. UNION COUNTY SCHOOLS is tax exempt, a Certificate of Tax Exemption will be provided to the Contractor upon request. UNION COUNTY SCHOOLS *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 SCHOOLS 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 SCHOOLS Purchasing 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 SCHOOLS Purchasing Department within five (5) business days from notice of intent to award, excluding UNION

## EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

SCHOOLS holidays. Complete certified copies of insurance policies shall be provided upon request. The contractor must maintain the insurance coverage required by the UNION COUNTY SCHOOLS while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the UNION COUNTY SCHOOLS 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 UNION COUNTY SCHOOLS prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained from UNION COUNTY SCHOOLS

**Site Visit:** A pre-bid meeting is scheduled for **Wednesday, September 25, 2019** at UCHS at **9:00 a.m.** The pre-bid meeting is mandatory, potential bidders **MUST** attend **BECAUSE OF THE SCOPE OF WORK.**

**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. Comparable products of other manufacturers will be considered if proof of comparability is presented by **Wednesday, October 2, 2019.** UNION COUNTY SCHOOLS final decision will be made by **Wednesday, October 9, 2019 at 4:00** as to whether or not the alternate item is acceptable. 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 Schools, 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, 300 Main Street, Maynardville, TN 37807**

**To be accepted, bids must be submitted:**

- In a sealed envelope WITH NAME OF BID AND FOOD SERVICE CONTRACTOR'S NAME AND LICENSE NUMBER.
- Received at the above address no later than **Wednesday, October 16, 2019 at 3:00 at the Union County Finance Office, 300 Main Street, Maynardville, TN 37807**

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

- Pricing sheets
- Other mandatory documents as required

EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

**Schedule of Events:** The following Schedule of Events represents the Union County Schools best estimate for this ITB.

| <b>EVENT</b>  | <b>TIME<br/>(Eastern Standard<br/>Time Zone)</b> | <b>DATE<br/>(all dates are County<br/>business days)</b> |
|---|--|--|
| <b>1. Invitation to Bid Issued</b>                                  | <b>09/17/2019</b>                                |  |
| <b>2. Site Visit at:</b>  | <b>9/25/2019 at 9:00<br/>a.m.</b>                |  |
| <b>3. Deadline for brand alternate submittal</b>                    | <b>10/2/2019</b>                                 |  |
| <b>4. Notification of brand alternate<br/>acceptance</b>            | <b>10/9/19 by 4:00<br/>p.m.</b>                  |  |
| <b>5. Bid Opening</b>   | <b>10/16/2019 at 3:00<br/>p.m.</b>               |  |
| <b>6. Board of Education Recommendation<br/>for Approval/Action</b> | <b>10/23/2019</b>                                |  |
| <b>7. Contract Award, if BOE approved</b>                           | <b>10/30/2019</b>                                |  |

The UNION COUNTY SCHOOLS reserves the right, at its sole discretion, to adjust the Schedule of Events as it deems necessary. An adjustment to the Schedule of Events prior to bid opening deadline shall constitute an addendum.

- **PLEASE NOTE ON YOUR BID DOCUMENT IF YOU WILL HOLD PRICING FOR ONE YEAR FROM BID OPENING DATE FOR FUTURE PURCHASES AS NEEDED IN UNION COUNTY**
- **THIS BID WILL BE AWARDED TO A SINGLE FOOD SERVICE DEALER.**
- **FOOD SERVICE DEALERS ARE REQUIRED TO HOLD A CONTRACTORS LICENESE.**

## SPECIFICATIONS

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

**THE FOOD SERVICE DEALER IS RESPONSIBLE FOR DISCONNECTION OF EXISTING COMBINATION OVEN AND DELIVERY TO UNION COUNTY WAREHOUSE. THE FOOD SERVICE DEALER IS RESPONSIBLE FOR DELIVERY, UNCRATE, SET IN PLACE AND ALL FINAL CONNECTIONS BY AUTHORIZED WARRANTY SUPPLIER FOR THE COMBINATION OVEN AT UNION COUNTY HIGH SCHOOL AND EQUIPMENT AT SHARP'S CHAPEL ELEMENTARY SCHOOL.**

### **UNION COUNTY HIGH SCHOOL**

#### **ITEM 1 -COMBI OVEN, ELECTRIC (1 REQ'D)**

Blodgett Combi Model BCX-14E DBL

Combi Oven Steamer, electric, double stacked, (14) 12" x 20" full size hotel pan or (7) 18" x 26" full size sheet pan capacity per compartment, Steam-on-Demand, Time to Delime indicator & Vario Steam®, 4-speed fan, core temperature probe, glass door, 13-position rack glides, (5) wire shelves, retractable hose reel, hardware & 4" low profile casters, 38.0 kW total, (2) 1/2 HP, cETLus, NSF

- 1 ea 1 year parts & labor warranty, standard
- 2 ea Limited extended warranty (per section) (One extra year maximum. Must be purchased at time of original equipment order) (NET)
- 1 ea (2) 480v/60/3-ph, 19.0 kW, 23.0 amps
- 4 ea Backflow preventer (two per section required)
- 12 ea (60830) Aluminum perforated baking sheet (1/1 GN)
- 2 ea Water pressure regulator
- 1 ea FESCO Disconnect and remove but not dispose of existing combination Groen Combi Oven and final connections of new double Blodgett Combi Ovens.

#### **ITEM 2 -WATER SOFTENER CONDITIONER (1 REQ'D)**

Hobart Model WS-55

Compact Water Softener, 55 lbs, salt capacity with CB15K hollow carbon filter system (NET)

- 1 ea Installation of water Softener

HOBERT SALES AND SERVICE IS REQUIRED TO MAKE ALL FINAL CONNECTIONS FOR THE WATER SOFTENER TO WORK CORRECTLY WITH THE COMBINATION OVEN.

### **SHARP'S CHAPEL ELEMENTARY SCHOOL**

#### **ITEM 3 -CONVECTION OVEN, ELECTRIC (1 REQ'D)**

Blodgett Oven Model ZEPH-100-E SGL

Zephaire Convection Oven, electric, single-deck, standard depth, capacity (5) 18" x 26" pans, (SSI-D) solid state infinite controls with digital timer, two speed fan, dependent glass doors, interior light, stainless steel front, sides and top, 25" stainless steel legs, ETL, NSF, ENERGY STAR®

- 1 ea 2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard
- 1 ea 220/240v/60/1-ph, 11.0 kW, 44.0 amps, 1/2 hp
- 1 ea Model SSI-D Solid State infinite with digital timer, standard
- 1 st 25" legs, adjustable, stainless steel (set), standard
- 1 ea FESCO DISCONNECT AND REMOVE BUT NOT DISPOSE OF EXISTING OVEN. FINAL CONNECTIONS NEW OVEN

#### **ITEM 4 -DISHWASHER, DOOR TYPE, VENTLESS (1 REQ'D)**

Hobart Model AM15VLT+BUILDUP

Ventless Door Type Dishwasher, Energy Recovery, tall chamber, 27" H opening, hot water sanitize, internal condensing system, 40 racks/hour capacity, includes pan rack to accommodate 18" x 26" sheet pans or a 60 quart mixing bowl. straight-thru or corner, solid-state controls with digital status, booster heater, electric tank heat, PRV included, auto-fill, stainless steel tank, doors & feet, ENERGY STAR®, Free factory startup for installations within a 50 mile radius of a Hobart service office; installation beyond 50 miles will be charged at the quoted rate by the local Hobart service office

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

## EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

- 1 ea Model AM15VLT-ELE0BA 208-240v/60/1-ph
- 1 ea Model AM15VLT-HTEELE Electric heat
- 1 ea Model AM15VLT-BSTYES With electric booster
- 1 ea Model WS40-NOINSTALL Water Softening System, 2,527 grains/lb capacity, 5 gallons regeneration volume, & salt alarm, holds 1 bag of salt, pricing DOES NOT include standard installation. INSTALLATION BY AUTHORIZED HOBART SERVICE OFFICE IS RECOMMENDED, for steam equipment, a CB15K-SYSTEM or CB30K-SYSTEM is required for treatment of Chlorine & Chloramines (NET)
- 1 ea Model DOOR LOCK NO Without Door lock
- 2 ea Model DISHRAK-PEG20 Peg rack
- 2 ea Model DISHRAK-COM20 Combination rack
- 1 ea Model WTRHAM-ARREST Water hammer arrestor kit, includes 3/4" brass pressure regulator valve
- 2 ea Model RACK-6PAN 6 pan rack to hold sheet pans (Tall only)

### ITEM 5 -INSTALLATION OF HOBART DISH MACHINE -AM15VLT (1 REQ'D)

hobart sales and service Model INSTALL-DW

- 1 ea Model REMOVE existing machine, dispose of or deliver remove to dock as required. Deliver, uncrate and sit new machine in place.
- 1 ea Model RECEIVE machine at the job site . Uncrate and sit in place ready for final hook up.
- 1 ea Model HOOKUP Complete all final utility connections including electrical, water and drains. All properly sized utilities must be located at the final connection point by the owner.
- 1 ea Model HOOKUP Installation to include mounting and plumbing of T@S hose reel. Also include plumbing to the sinks
- 1 ea Model DEMO Demonstration of proper use and care by a factory authorized sales representative.
- 1 ea Model START UP Start up and adjust dish machine.
- 1 ea Model WARRANTY Warranty on the machine to be extended to 18 months from date of start up - Dish machine ONLY  
All work to be done during normal business hours. Owner to arrange for chemical company to remove their equipment and re-install.

NOTE: Owner to complete any necessary repair to the ventilation hood.

### ITEM 6 -SOILED DISHTABLE (1 REQ'D)

Titan Stainless LLC Model SDT-L-14

"L Soiled Dishtable on the left side of the dish machine with 20" x 20" x 8" prerinse sink and s/s H-frame legs 14/300 s/s, nsf

- 1 ea Model SB Scrap Basket, 19-1/2" x 19-1/2" x 6", 16 ga s/s
- 9 ft Model SD Sound Deadening, priced per linear ft

NOTE: PROVISIONS FOR EXISTING WINDOW TO DINING ROOM AS CUT OUTS ETC FOR BACKSPLASH AS REQUIRED.

### ITEM 7 -REEL KLEEN UNIT (1 REQ'D)

T&S Brass Model B-1430

Hose Reel Assembly, enclosed hose reel, 30 ft. hose with blue spray valve, concealed mixing faucet, shut off valve & external plumbing, vacuum breaker & flexible hose assembly, coated metal hose reel

### ITEM 8 -CLEAN DISHTABLE (1 REQ'D)

Titan Stainless LLC Model 6CDT-R-14

72" Clean Dishtable on the right side of the dish machine with s/s H-frame legs. 14/300 s/s, nsf

- 7 ft Model USR Sectional removable undershelf, 16 gauge stainless steel, (per linear foot)
- 7 ft Model SD Sound Deadening, priced per linear ft

### ITEM 9 -TRAY DRYER (1 REQ'D)

San-Aire Industries Model PD-100-M

PowerDry™ Kitchenware Dryer, Electric, lighted on/off rocker switch, (2) 20" x 6" x 3/8" removable aluminum filter, 826 CFM blower, adjustable air distribution louver, stainless steel housing, UL, CUL, NSF

- 1 ea 120v/60/1, 4.33amps, 500w, cord with NEMA 5-15P
- 1 ea Model SMB-PD-100M Standard Wall Mount Bracket



**EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES**

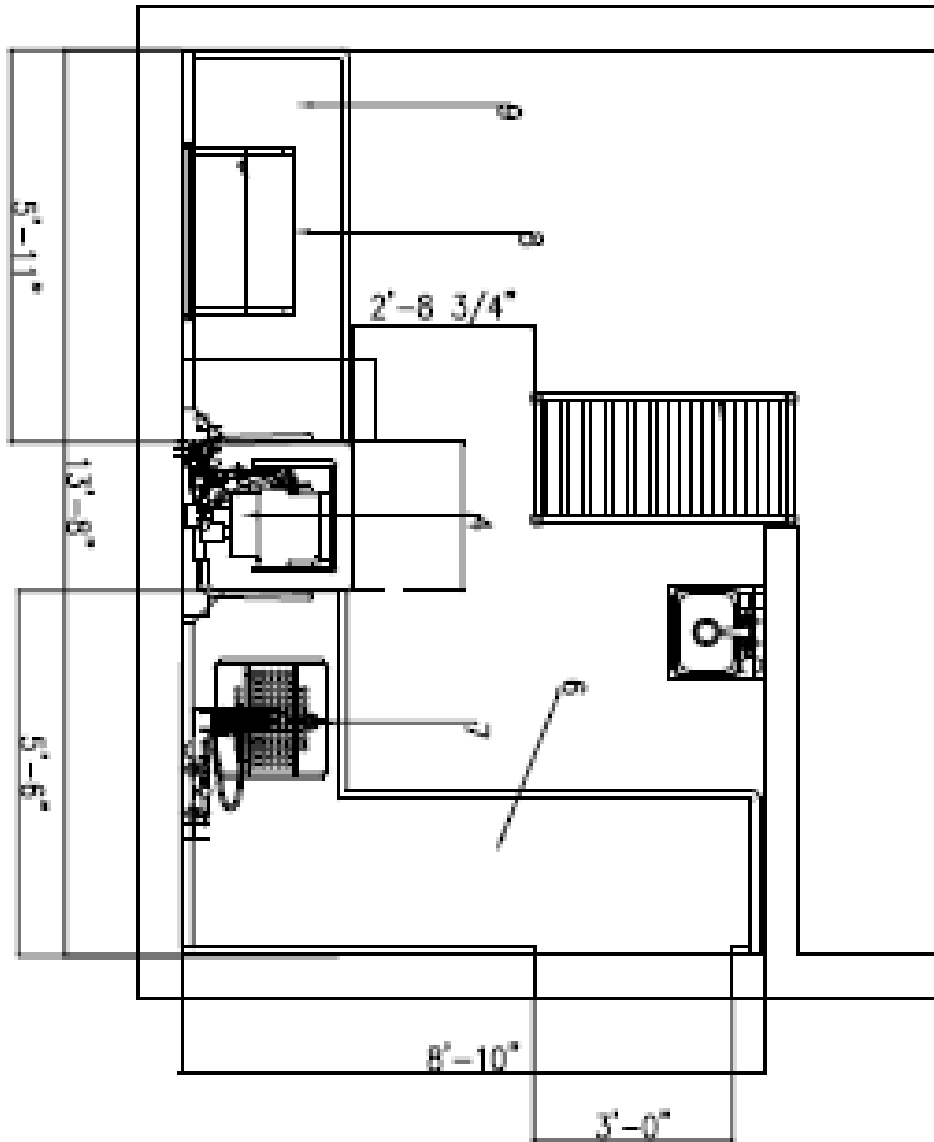
CUSTOMER TO PROVIDE CLEAR ENTRANCE AND PATHWAY TO THE LOCATION.

CUSTOMER TO PROVIDE ALL PROPERLY SIZED UTILITIES (ELECTRICAL, PLUMBING) TO WITHIN 4' OF THE POINT OF CONNECTION.

CUSTOMER TO SUPPLY FLOOR DRAIN SIZED TO HANDLE ALL EQUIPMENT.

CUSTOMER IS RESPONSIBLE FOR ANY NEEDED REPAIR, PAINT AND CLEANING OF WALLS, FLOORS AND CEILING.

INSTALLATION TO BE PERFORMED DURING STANDARD WORKING HOURS (MON-FRI, 8AM-5PM).



**BID SUBMISSION FORM:**

| <b>PRICING</b>   |  |
|--|--|
| <p>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.</p> <p style="text-align: center;">BID SUMMARY:</p> <p style="text-align: center;"><b>UNION COUNTY HIGH SCHOOL</b><br/>                     Item # 1-DOUBLE COMBINATION OVEN<br/>                     Item # 2- WATER SOFTENER</p> <p style="text-align: center;"><b>SHARP'S CHAPEL ELEMENTARY SCHOOL</b><br/>                     Item # 3-CONVECTION OVEN<br/>                     Item # 4-DISHWASHER<br/>                     Item # 5-INSTALLATION<br/>                     Item # 6- SOILED DISHTABLE<br/>                     Item # 7-HOSE REEL<br/>                     Item # 8-CLEAN DISHTABLE<br/>                     Item # 9-TRAY DRYER</p> <p style="text-align: center;"><b>GRAND TOTAL OF BID</b></p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
| <b>Lead time for equipment after receipt of order:</b>   | <b>A.R.O.</b>  |
| <b>Length of time for installation only:</b>   |  |
| <b>Payment Terms:</b>  |  |
| <p>Offers of less than 20 days will not be considered in bid evaluation. If no other terms are quoted and accepted UNION COUNTY SCHOOLS normal payment terms of <i>Net 30</i> will be adopted.</p>   |  |
| <p>By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.</p> <p style="color: red; text-align: center;"><b>Union County requires that all vendors submit one original and one exact copy of their proposals, including brochures.</b></p>   |  |

|   |               |
|---|---------------|
| <b>Company Official authorized to sign contracts:</b> |               |
| Company Name:   |               |
| Authorized Signature:                                 | Printed Name: |
| Title:  | Date:         |
| Email Address:  |               |

EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES

**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:      |           |

# BACKGROUND CHECK COMPLIANCE FORM

## UNION COUNTY BOARD OF EDUCATION

UNION COUNTY FINANCE  
300 MAIN STREET  
MAYNARDVILLE, TN 37807

**BID NUMBER**

**CONTRACT NUMBER**

**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.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

(       )

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Union County Government. I hereby agree to release all criminal history and other required information to Union County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

(Please Print Clearly)

(Month, Day, Year)

**EQUIPMENT FOR UNION COUNTY SCHOOLS FOOD SERVICES**

Bids were emailed on 09/17/2019 to the following vendors:

**Tri-Mark Strategic Equipment**

Attention: Heidi Keller  
3011 Industrial Parkway East  
Knoxville, TN 37921  
865-637-2525  
Fax 865-522-4448  
Heidemarie.Keller@trimarkusa.com

**KaTom Restaurant Supply**

Attention: Ikeshia Ramsey  
305 KaTom Drive  
Kodak, TN 37764  
(P) 865-225-1556  
(F) 800.821.9130  
(C) 865-210-0185  
Email: <mailto:rward@katom.com> iramsey@katom.com

**Mobile Fixture**

Attention: Nate Duff  
11220 Threadstone Lane  
Knoxville, TN 37932  
865-693-3677  
Fax 865-693-3157  
[nathan.duff@mobilefixture.com](mailto:nathan.duff@mobilefixture.com)

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