

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersoncountyttn.gov

Bid No.: 2334

Date Issued: January 3, 2023

**Bids will be received until
2:30 p.m. Eastern Time on February 7, 2023**

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 Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

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



Robert J. Holbrook, Director of Finance

| BID DESCRIPTION |
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| Bid for Serving Lines for the Cafeterias at Dutch Valley Elementary and Norris Middle Schools. A pre-bid meeting will be held at 9am on January 12 th starting at Norris Middle School. |
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Vendors are to submit one original and one copy.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kajmeri@andersoncountyttn.gov

ANDERSON COUNTY SCHOOLS CLINTON, TN 37716

SCHOOL NUTRITION PROGRAM (SNP)

CAFETERIA EQUIPMENT, SERVING LINES FOR DUTCH VALLEY ELEMENTARY AND NORRIS MIDDLE SCHOOLS

FIRM FIXED PRICE

Attached are instructions and conditions for submitting a Cafeteria Equipment Bid for ANDERSON COUNTY SCHOOLS IN CLINTON, TN 37716. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

SNP 2.1 BID PERIOD

The bid period begins 01/01/2023 AND ENDS 06/30/2023. Sealed written bids will be received at the time and place specified on the Invitation to Bid. The items should be delivered/installed to the schools by 06/30/2023. See SNP 2.7 **SITE VISITS** section for special prebid.

SNP 2.2 VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Bid would include all items on the invitation

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
- Inadequate truck fleets to handle transport and delivery of goods
- Documented unacceptable product
- Warranty terms that are deemed too restrictive

SNP 2.3 BID AWARD

Bids are to be opened at the time specified by the county purchasing agent. Bids will also be examined for compliance with specifications and conditions outlined in the bid document. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The bid will be awarded in writing to the responsive and responsible *bidder* whose submission is the lowest cost, while meeting the minimum specifications. It is the intent of the *ANDERSON COUNTY 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. Regardless of the procurement method used, price is the final determining factor for awarding the bid.

Anderson County SNP reserves the right to accept or reject any or all bids. The SNP director will tabulate the bid, recommend the winning bidder to the county purchasing agent, and the county purchasing agent will notify the bidders. Until the winning bidder receives a purchase order from Anderson County, the actual purchase and expenditure of funds will not be official. The purchase of products or services should commence after all this has been accomplished.

SNP 2.4 BIDS REQUESTED ON BRANDS OR EQUAL

Bids are requested on brands or pre-approved equal. Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to the brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is presented 7 days prior to bid opening for review to the School Nutrition Director. It is the responsibility of the bidders to furnish specifications, catalog pages, brochures, spread sheet comparisons and other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. All bidders will be notified no later than 48 hours prior to the proposal opening if alternates have been accepted by addendum for registered bidders. Failure to provide this data may be considered valid justification for rejection of the bid.

SNP 2.5 REMANUFACTURED/PRE-OWNED EQUIPMENT

Not allowed unless specifically asked for.

SNP 2.6 Installation and delivery

All prices are to include delivery, uncrate and set in place with all crating material removed from the site. All units are to be cleaned and ready for use. Installation with final hook ups will be included in the bid pricing and will cover all plumbing (supply hoses as required to reach drains on each unit) and electrical hook-ups. All electrical work required for the serving line is required including, but not limited to, supplying new breakers, wiring etc. This is a “Turn Key” installation. It is the Food Service Dealer’s responsibility to visit the jobsite and to work with the owner to verify the feasibility of installation of new equipment at any location and all electrical and installation requirements per code. All pricing does NOT include removal or disconnection of any existing equipment. Subcontracting of the electrical/plumbing is allowed if successful bidder is responsible for their work, and the subcontractor hold the appropriate licensures.

SNP 2.7 SITE VISITS

A prebid meeting is available January 12, 2023, at 9 am, beginning at Norris Middle School. This meeting is not mandatory, but is recommended.

SNP 2.8 BID RENEWAL Not Applicable passed the specified bid dates.

SNP 2.9 BID PREPARATION

Bidders must submit one price for each item on the bid. Each bidder should bid on all items listed in the bid document description of items unless otherwise indicated on the bid tabulation/document description sheet. The total bottom line cost will be determined by multiplying each item bid price times the quantity figure and adding the extended dollar figures. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. Specification sheets for each item must be attached to the submitted bid documents.

Item quantities do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. 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. Item cost must include delivery to schools. Item cost must include FOB destination, offloading, uncrate, unpack, set in place, check for operation, training, two operation manuals and removal of all packing materials from premises unless otherwise indicated. Electrical connections to make equipment safe and operational should be included in the bid price.

SNP 2.10 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 this agreement, in whole or in part, and may consider such failure or noncompliance a breach of contract/agreement. 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 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

SNP 2.11 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.

SNP 2.12 PAYMENTS

Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month. Payments will be submitted for approval to the Anderson County Office of Accounting and Budgets no later than thirty (30) days after the end of the month that services were rendered. All schools serviced under this contract are tax exempt.

SNP 2.13 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.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.

SNP 2.14 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.

SNP 2.15 Pricing is Firm Fixed

The prices on the bid must include the delivery terms. Item cost must include delivery to schools. Item cost must include FOB destination, offloading, set in place, uncrate, unpack, install, check for operation, training, and removal of all packing materials from premises unless otherwise stated

USDA Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

Units to be shipped, delivered, uncrated and set in place by the Food Service Dealer/Successful Vendor Bidder for no additional charge. The unit packaging should be removed from premises by vendor. The equipment is to be cleaned and installed, with electrical and plumbing made functional by successful bidder.

| Dutch Valley Elementary, 1044 Old Dutch Valley Road, Clinton, TN 37716 ITEM | Quantity | Price per unit \$\$\$\$ | Extended price (unit price * Quantity) \$\$\$\$\$ |
|---|----------|----------------------------|---|
| Items # 1 DV Mobile 4 Hot Well Food Counter Warranty: | 1 | | |
| Item #2DV Utility Counter for Cold Food Top Insert Warranty: | 1 | | |
| Items #2.1 DV Frost Top/Cold Slab Drop In Warranty: | 1 | | |
| Item #3 DV Serving Counter, utility Warranty: | 1 | | |
| Item #4 DV Cashier Stand Warranty: | 1 | | |
| Freight and all other destination charges or Can include as part of item price, then write "0" | | | |
| Electrical/other subcontracted charges or Can include as part of item price, then write "0" | | | |
| Total Cost/Price for Dutch Valley Line | | | \$ |
| State Warranty terms below each Item | | | |

VENDOR NAME _____

VENDOR SIGNATURE _____

VENDOR DATE _____

| Norris Middle School, 42 East Circle Rd, Norris, TN 37828 ITEM | Quantity | Price per unit \$\$\$\$ | Extended price (unit price * Quantity) \$\$\$\$\$ |
|---|----------|-------------------------------|---|
| Items # 1R Norris Mobile 5 Hot Well Food Counter Warranty: | 1 | | |
| Item #1L Norris Mobile 5 Hot Well Food Counter Warranty: | 1 | | |
| Items #2 Norris Serving Counter, Cold Food Drop In on Bottom and Frost Top on 2 nd tier Warranty: | 1 | | |
| Item #3 Norris Utility Counter Warranty: | 1 | | |
| Item #4 Cashier Stand Warranty: | 1 | | |
| Freight and all other destination charges or Can include as part of item price, then write "0" | | | |
| Electrical/other subcontracted charges or Can include as part of item price, then write "0" | | | |
| Total Cost/Price for NORRIS Line State Warranty below each Item | | | \$ |

VENDOR NAME _____

VENDOR SIGNATURE _____

VENDOR DATE _____

TOTAL for BOTH DUTCH VALLEY and NORRIS \$ _____

Installation and delivery: All prices are to include delivery, uncrate and set in place with all crating material removed from the site. All units are to be cleaned and ready for use. Installation will include all plumbing (supply hoses as required to reach drains on each unit) and electrical hook-ups. All electrical work required for the serving line is required including but not limited to supplying new breakers, wiring etc. This should be a "Turn-Key" installation.. It is the Food Service Dealer's responsibility to visit the jobsite (a jobsite meeting date, location and time are found in the SNP Bid Solicitation) and to work with the owner to verify the feasibility of installation of new equipment at any location and all electrical and installation requirements per code. **Pricing does NOT include removal or disconnection of any existing equipment. SHOP DRAWINGS WILL BE AVAILABLE AT PREBID CONFERENCE.**

Dutch Valley Elementary School, 1044 Old Dutch Valley RD, Clinton, TN 37716

Include delivery, uncrate, set in place, cleaned, remove all packing material and make units ready for use. Final connections by Dealer's representative.

Item # 1DV: Mobile Four (4) Hot Well Food Counter (1 required)

Electric Load: 208/1 phase

Plumbing: 1/2" waste

Size: 60" long, 36" high

Duke Aeroserv model numbers as follows: E304-25PG

Aeroserv™ Hot Food Unit, mobile, electric, 74"W x 32"D x 36"H, 14 ga stainless steel top, (4) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, 20ga paint grip steel body & undershelf.

1 ea E30425-208-1 208v/60/1-ph, 3600 watts, 17.3 amps

1 ea 217102 Silver Hammer powder coat paint finish MOD-14-2 14ga stainless steel top, in lieu of standard, * 26-1/2" deep for Internal Locking Device *

1 ea ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)

1 ea SOLID-HD-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, * mounted 32" high *

1 st ACA-SET4 Casters, set of 4, 5" dia. swivel type, all with brakes, polyurethane tire, in lieu of standard legs, this may require cord & plug option (cord & plug must be added to hot food units to meet U.L.)

1 ea CORD 6 ft. cord & plug, for hot wells

1 ea CORD-10 10 ft. cord & plug, for inter connect box

2 ea CUT-OP1-G Round cutout with grommet, in body panel ** for cord pass**

1 ea MOD-2S-4CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

1 ea MOD-2S-E Kick Plate, end, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

1 ea TS540-60 Thurmaduke™ Designer Sneeze Guard, 59-3/4"W x 13"D x 18"H, self-service style, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified

1 ea SSS Stainless Steel Shelf, in lieu of standard painted steel SSE Stainless Steel Ends, in lieu of standard painted steel

1 ea HL-4 Radiant Heater & Incandescent Light, under shelf & wired to base, 120v/60/1-ph (this may require cord & plug option)

1 ea TEHF-RESS Recess top to hold 18" x 26" pans, NOTE: not available with model #HTD-BASE-M heat in base option

1 ea CORD 6 ft. cord & plug, for sneeze guard

1 ea CUSTOM Electric inter connect box with outlets & breaker, mounted in the base

ICB "A" w/10' Cord and Plug NEMA#L14-50P (if total amps <50)
 simplex - item#4 - NEMA #5-15R
 simplex - item#2 - NEMA #5-15R
 simplex - item#1 &1a - NEMA #L14-30R
 simplex - milk cooler NEMA #5-15R

Finished dimensions are 60"W x 36" H with tray slide mounted at 32" with 5" casters. Recessed top drop in.

Item # 2DV: Utility Serving Counter (1 required)

Duke model numbers as follows: Model 311-25PG

Aeroserv™ Solid Top Unit, mobile, 72"W x32"D x 36"H, stainless steel top, paint grip steel body, paint grip steel intermediate & bottom shelf, NSF

- 1 ea 217102 Silver Hammer powder coat paint finish
- 1 st ACA-SET4 Casters, set of 4, 5" dia. swivel type, all with brakes, polyurethane tire, in lieu of standard legs, this may require cord & plug option (cord & plug must be added to hot food units to meet U.L.)
- 1 ea MOD-14-5 14ga stainless steel top, in lieu of standard, * 26-1/2" deep for Internal Locking Device
- 1 ea ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)
- 1 ea CUT-OP3 Rectangular cutout with reinforced edges, in counter top, for drop-in unit
- 1 ea SOLID-HD-5CU Tray Slide, customer's side, 62" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, mounted 32" high *
- 1 ea CUT-OP1-G Round cutout with grommet, in body panel for cord pass**
- 1 ea E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source
- 1 ea CORD-LEFT Move cord set to operator's left
- 1 ea CORD 6 ft. cord & plug
- 1 ea TDST-X-1 For special length not listed (maximum one-piece length of 88"): To next longer standard unit price...ADD (for TST models) ** MIN 62"***
- 1 ea MOD-2S-5CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea TS580-74-1SN Thurmaduke™ Designer Sneeze Guard, 60-3/4"W x 16- 1/2"D x 20"H, (1) sided self-service style, 2-tier with glass shelves, adjustable front glass, painted end panels & 1/4" acrylic end guards (NOTE: upper deck for wrapped food only), cULus, UL EPH Classified
- 1 ea SSF Stainless Steel Frame, in lieu of standard painted steel
 1 ea SSE Stainless Steel Ends, in lieu of standard painted steel
- 1 ea MOD-SPL Special length overshef, to next longest size, ADD

- 1 ea CUSTOM Factory installed drop-in **FTB-S2 drop in unit to be and installed by factory ** See below
- 4 ea Carlisle 2618FGQ004 Black Market Trays

Finished dimensions are 62"Wx36"Hx32"D.

Item # 2.1 DV: Frost Top/Cold Slab, Drop In (1 required)

Hatco model number as follows: FTB-2S

Drop-In Slim Frost Top, 54-15/16"L, accommodates (2) full size sheet pans, lighted on/off rocker switch, electronic adjustable temperature control can be mounted to either side of condensing unit or remotely up to 4' from unit, auto-defrost, 1" NPT drain, self-contained refrigeration, R513a, 1/4 HP, cULus, Made in USA

- 1 ea NOTE: Includes 24/7 parts & service assistance, call 414-671-6350
- 1 ea One year parts & labor warranty, standard
- 1 ea CE mark not available
- 1 ea 120v/60/1-ph, 300 watts, 3.8 amps, NEMA 5-15P, 1/5 HP (domestic voltage) standard

Item # 3 DV: Serving Counter, Utility (1 required)

Duke model number as follows: 318-25PG

Aeroserv™ Solid Top Unit, utility counter, 18"W x 36"H, stainless steel top, paint grip steel body, paint grip steel intermediate & bottom shelf, NSF

- 1 ea 217102 Silver Hammer powder coat paint finish
- 1 st ACA-SET4 Casters, set of 4, 5" dia. swivel type, all with brakes, polyurethane tire, in lieu of standard legs, this may require cord & plug option (cord & plug must be added to hot food units to meet U.L.)
- 1 ea MOD-14-1 14ga stainless steel top, in lieu of standard, * 26-1/2" deep for Internal Locking Device
- 1 ea ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)
- SOLID-HD-1CU Tray Slide, customer's side, 18" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, * mounted 32" high *
- 1 ea CUT-OP1-G Round cutout with grommet, in body panel ** for cord pass**
- 1 ea MOD-2S-1CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

Item # 4DV: Cashier stand (1 required)

Duke model number as follows: 306-25PG

Aeroserv™ Cashier Stand, Unit, 24-1/2"W x 36"H, stainless steel top, paint grip steel body & undershelf 2 ea

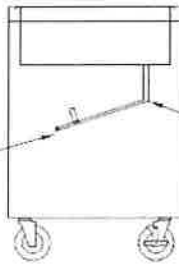
- 1 ea 217102 Silver Hammer powder coat paint finish
- 1 ea CS-DR-LK Stainless steel drawer, with lock and keys, for cashier stand 1 ea MOD-14-1 14ga stainless steel top, in lieu of standard, * 26-1/2" deep for Internal Locking Device *
- 1 ea ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)

- 1 ea SOLID-HD-24.50C Tray Slide, opposite cashier, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks,
* mounted 32" high *
- 1 ea CORD-10 10 ft. cord & plug
- 1 ea E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source
- 2 ea CUT-OP1-G Round cutout with grommet, in counter top & body panel ** for cord pass**
- 1 ea MOD-2S-20C Kick Plate, opposite cashier, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea MOD-2S-2CL Kick Plate, cashier's left, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 st ACA-SET4 Casters, set of 4, 5" dia. swivel type, all with brakes, polyurethane tire, in lieu of standard legs, this may require cord & plug option (cord & plug must be added to hot food units to meet U.L.)
- 1 ea CORD-LEFT Move cord set to operator's left

DRAIN DETAIL FOR COUNTERS

EMPLOYEE SIDE

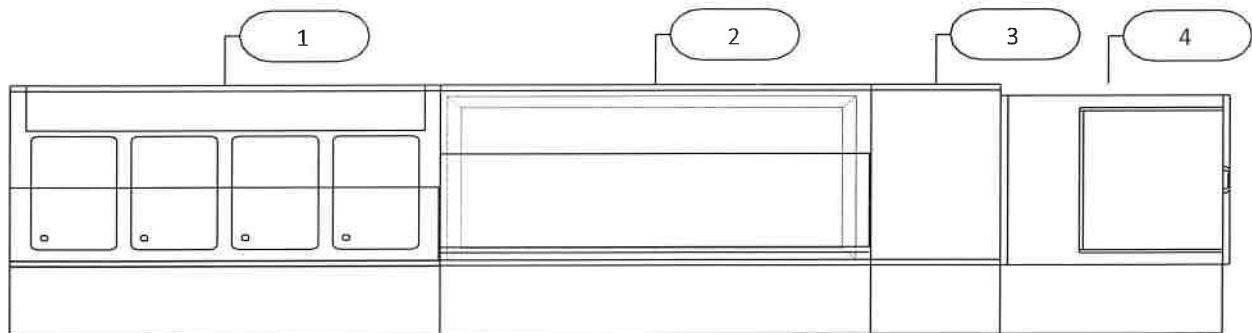
MUST HAVE
HOSE BIBB
CONNECTION



MUST HAVE
SLOPE TO
HOSE LEVER
SHUT OFF

Dutch Valley, Anderson
County, TN

View from Customer Side



END OF DUTCH VALLEY SPECIFICATIONS

Norris Middle School, 42 East Circle, Norris, TN 37828

Item 1R Norris-HOT FOOD SERVING COUNTER / TABLE (1 REQ'D)

Duke Manufacturing Model TEHF-74PG Dimensions: 36(h) x 74(w) x 32(d)

Thurmaduke™ Hot Food Unit, mobile, electric, 74"W x 32"D x 36"H, 16ga stainless steel top, (5) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga paint grip steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)

- 1 ea Model TEHF74-208-1 208v/60/1-ph, 4500 watts, 21.6 amps
- 1 ea Model 217125 Textured Black powder coat paint finish
- 1 ea Model MOD-14-5 14ga stainless steel top, in lieu of standard
- 2 ea Model MOD-12-74 Extend width of top up to 12", for a 44" or less overall top, with stainless steel fixed brackets
Counters to have tops extended 13" in lieu of tray slides and 4" turn down
- 1 ea Model CORD-8 8 ft. cord & plug
- 2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)
- 1 ea Model MOD-SPH Special height unit - ADD **34"***
- 1 ea Model MOD-FLR Filler panel for special length, mounted on end, enclosed both sides & end, includes longer counter top, longer tray slide if needed, no other equipment in filler
- 1 ea Model FLLR10 with 10" body filler panel ** on operator's left**
- 1 ea Model TEHF-RESS Recess top to hold 18" x 26" pans, NOTE: not available with model #HTD-BASE-M heat in base option
- 1 ea Model MOD-2S-5CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model ICB CUSTOM Electric inter connect box with outlets breakers and 10" cord, mounted in the base
Includes receptacle for milk cooler
- 1 ea Model BGA1-74 Adjustable single tier breath guard, stainless steel 1.25 square tube with #8 high polish accents. Posts to extend through the top and secure to base, 3/8" tempered glass front panel and serving shelf. Glass to have high polish profiled edges with rounded corners, adheres to current NSF standards. includes LED lights & heat
- 1 ea Control panel for guard electric
Note: see factory quote 141185 Rev-4 attached

Finished dimensions are 84"W x 43/44"D x 34"H

ITEM 1L -Norris HOT FOOD SERVING COUNTER / TABLE (1 REQ'D)

Duke Manufacturing Model TEHF-74PG Dimensions: 36(h) x 74(w) x 32(d)

Thurmaduke™ Hot Food Unit, mobile, electric, 74"W x 32"D x 36"H, 16ga stainless steel top, (5) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga paint grip steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)

- 1 ea Model TEHF74-208-1 208v/60/1-ph, 4500 watts, 21.6 amps
- 1 ea Model 217125 Textured Black powder coat paint finish
- 1 ea Model MOD-14-5 14ga stainless steel top, in lieu of standard
- 2 ea Model MOD-12-74 Extend width of top up to 12", for a 44" or less overall top, with stainless steel fixed brackets
Counters to have tops extended 13" in lieu of tray slides and 4" turn down
- 1 ea Model CORD-8 8 ft. cord & plug

- 2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)
- 1 ea Model MOD-SPH Special height unit - ADD **34**
- 1 ea Model MOD-FLR Filler panel for special length, mounted on end, enclosed both sides & end, includes longer counter top, longer tray slide if needed, no other equipment in filler
- 1 ea Model FLLR10 with 10" body filler panel ** on operator's right**
- 1 ea Model TEHF-RESS Recess top to hold 18" x 26" pans, NOTE: not available with model #HTD-BASE-M heat in base option
- 1 ea Model MOD-2S-5CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model ICB CUSTOM Electric inter connect box with outlets breakers and 10" cord, mounted in the base
Includes receptacle for milk cooler
- 1 ea Model BGA1-74 Adjustable single tier breath guard, stainless steel 1.25 square tube with #8 high polish accents. Posts to extend through the top and secure to base, 3/8" tempered glass front panel and serving shelf. Glass to have high polish profiled edges with rounded corners, adheres to current NSF standards. includes LED lights & heat
- 1 ea Control panel for guard electric
Note: see factory quote 141185 Rev-4 attached

Finished dimensions are 84"W x 43/44"D x 34"H

ITEM 2 Norris -SERVING COUNTER, COLD FOOD (1 REQ'D)

Duke Manufacturing Model TCM-60PG-N7 Dimensions: 36(h) x 60(w) x 32(d)

Thurmaduke™ Cold Food Unit, mobile, 60"W x 32"D x 36"H, 16ga stainless steel top, NSF 7 stainless steel mechanical cold pan, 8" deep, 56-1/2" x 21-3/4" liner, 1" drain line & valve, paint grip steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 6.78 amps, NEMA 5-15P, cULus, UL EPH Classified

- 1 ea Model 217125 Textured Black powder coat paint finish
- 1 ea Model MOD-14-4 14ga stainless steel top, in lieu of standard
- 2 ea Model MOD-12-60 Extend width of top up to 12", for a 44" or less overall top, with stainless steel fixed brackets
Counters to have tops extended 13" in lieu of tray slides and 4" turn down
- 1 ea Model ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)
on one end w/ item 3
- 1 ea Adapters to hold food pans flush with top
(NOTE: This voids NSF guidelines)
- 2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)
- 1 ea Model MOD-SPH Special height unit - ADD **34**
- 1 ea Model MOD-FLR Filler panel for special length, mounted on end, enclosed both sides & end, includes longer counter top, longer tray slide if needed, no other equipment in filler
- 1 ea Model FLLR3 with 3" body filler panel **with access panel for guard**
- 1 ea Model 329-4PG-CM Sliding doors, no lock, paint grip steel, recessed stainless steel pull, compressor compartment on operator's side, dry storage partitioned on operator's left, louvered grill with magnetic catches on the right
Hinged louvered grilles
- 1 ea Model MOD-2S-4CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model MOD-2S-4OP Kick Plate, operator's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model LOUVER Stainless louvered panel at customer side for drop-in ventilation
- 1 ea Model CORD-8 8 ft. cord & plug

- 2 ea Model E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source
- 1 ea Model MOD **Center cold well front to back**
- 1 ea Model BGA2-60-DS Adjustable double tier breath guard, stainless steel 1.25 square tube with #8 high polish accents. Posts to extend through the top and secure to base, 3/8" tempered glass front panel and serving shelf. Glass to have high polish profiled edges with rounded corners, adheres to current NSF standards. includes LED lights
Double tier Dual sided with FT2-OS, Extend guard 3" on filler to run the electrical and refrigeration
- 1 ea Control panel for guard electric
- 1 ea Model FT2-OS Duke Frost Top overshelf , 55"W x 21" D, fits (2) 18 x 26" pan per shelf. Dukes easy to use, easy to learn, programmable color touch screen control, stainless steel body and shelves, self contained refrigeration, 120 volt/60/1 phase, 8.0 Amps, NEMA 5-15P Note: must be installed in a DUKE BG/BGA series food guard
- 1 ea compressor in base of frost top
Note: see factory quote 141185 Rev-4 attached

Finished Dimensions 60"W x 56"D x 34"H

ITEM 3 Norris - SERVING COUNTER, UTILITY (1 REQ'D)

Duke Manufacturing Model TST-60PG Dimensions: 36(h) x 60(w) x 32(d)

Thurmaduke™ Solid Top Unit, mobile utility counter, 60"W x 32"D x 36"H, 16ga stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

- 1 ea Model 217125 Textured Black powder coat paint finish
- 1 ea Model MOD-14-4 14ga stainless steel top, in lieu of standard
- 2 ea Model MOD-12-60 Extend width of top up to 12", for a 44" or less overall top, with stainless steel fixed brackets
Counters to have tops extended 13" in lieu of tray slides and 4" turn down
- 1 ea Model ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)
- 4 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)
- 1 ea Model MOD-SPH For special height body 34" per unit
- 1 ea Model 329-4PG Sliding doors, 17" high, 60" long, double-wall paint grip steel, operate on ball-bearing wheels on overhead tracks
- 1 ea Model MOD-2S-4CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model MOD-2S-4OP Kick Plate, operator's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model ICB CUSTOM Electric inter connect box with outlets breakers and 10" cord, mounted in the base
Includes receptacle for milk cooler
- 1 ea Model CORD-10 10 ft. cord & plug
- 2 ea Model E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source
Note: see factory quote 141185 Rev-4 attached

Finished Dimensions 60"W x 56"D x 34"H

ITEM #4 Norris - CASH REGISTER STAND (1 REQ'D)

Duke Manufacturing Model TCS-30PG Dimensions: 36(h) x 30(w) x 32(d)

Thurmaduke™ Cashier Stand, mobile, 30"W, 32"D, 36"H, 16ga stainless top, 20ga paint grip steel body & partial undershelf, stainless steel tube foot rest, 5" dia. gray poly swivel casters & brakes, NSF

- 1 ea Model 217125 Textured Black powder coat paint finish

- 1 ea Model CS-DR-LK Stainless steel drawer, with lock and keys, for cashier stand
- 1 ea Model MOD-14-2 14ga stainless steel top, in lieu of standard
- 2 ea Model MOD-12-32 Extend width of top up to 12", for a 44" or less overall top, with stainless steel fixed brackets
- **Counters to have tops extended 13" in lieu of tray slides and 4" turn down**
- 1 ea Model ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)
- 1 ea Model CORD 6 ft. cord & plug
- 1 ea Model E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source
- 2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)
- 1 ea Model MOD-2S-2CL Kick Plate, cashier's left, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- 1 ea Model MOD-2S-2CR Kick Plate, cashier's right, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling
- **Note: see factory quote 141185 Rev-4 attached**

Finished Dimensions 60"W x 56"D x 34"H

End of Norris Specifications

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| A | 10/25/2022 | MAC |

STANDARD SERVING SYSTEM PRACTICES

SOLID SURFACE TOPS AND TRAY SLIDES

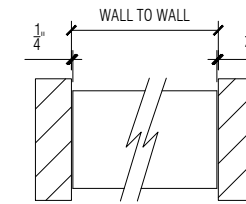
- ALL SOLID SURFACE TOPS AND TRAY SLIDES, WITH FIELD SEAMS, **WILL SHIP LOOSE**, WHEN SPANNING MORE THAN ONE UNIT.
- SOLID SURFACE TOPS AND TRAY SLIDES SPECIFIC TO SINGLE UNIT WILL SHIP INSTALLED.
- SOLID SURFACE TOPS AND TRAY SLIDES REQUIRE A **CERTIFIED** INSTALLER, SPECIFIC TO THE BRAND, TO SEAM THE UNITS IN THE FIELD DURING PRODUCT INSTALLATION.

STAINLESS STEEL TOPS AND TRAY SLIDES

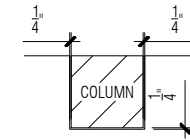
- THE MAXIMUM CONTINUOUS STAINLESS STEEL TOP LENGTH IS 144" [12'-0"], BEFORE REQUIRING A BOLTED OR WELDED FIELD JOINT.
- THE MAXIMUM CONTINUOUS STAINLESS STEEL TRAY SLIDE LENGTH IS 144" [12'-0"], BEFORE REQUIRING A BOLTED OR WELDED FIELD JOINT.
- BOLTED OR WELDED FIELD JOINTS ARE REQUIRED, AT ALL MITERED TRAY SLIDE CORNERS.

ALLOWANCE FOR FIELD CONDITIONS

- FACTORY TO ALLOW 1/4" AT ALL WALLS, COLUMNS, AND PASS THROUGH WINDOWS FOR FIT. **(SEE WALL TO WALL AND COLUMN EXAMPLES)**



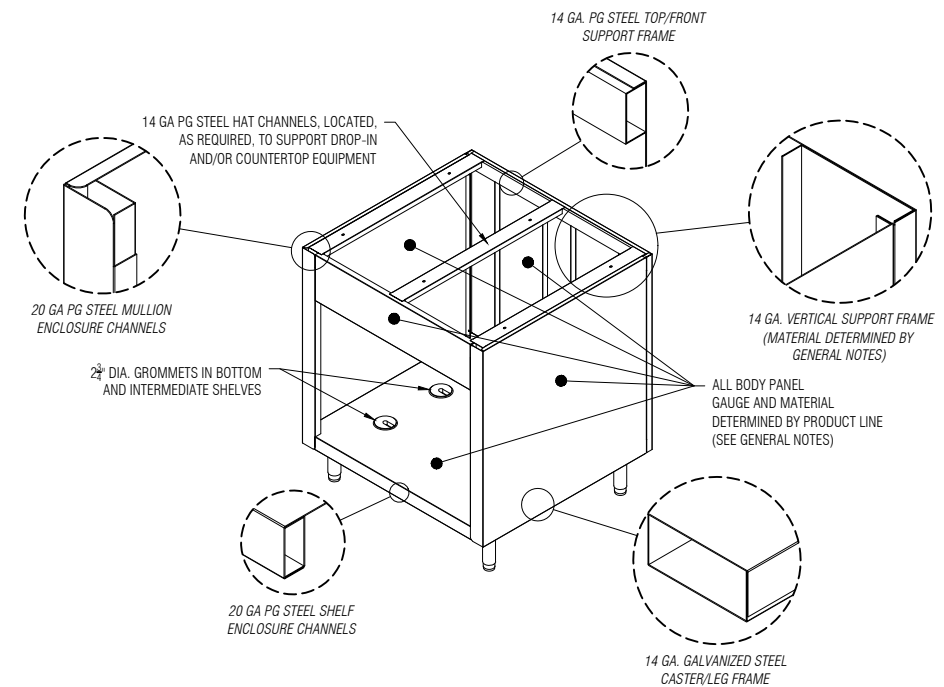
WALL TO WALL EXAMPLE



COLUMN EXAMPLE

ELECTRICAL

- ALL 15 AMP (NEMA #5-15R) AND 20 AMP (NEMA #5-20R) RECEPTACLES SHALL BE GFCI (GROUND FAULT CIRCUIT INTERRUPTER) TYPE RECEPTACLES PER DUKE MANUFACTURING STANDARD. **UNLESS SPECIFICALLY NOTED OTHERWISE** ON THE DRAWING. **(SEE SYMBOL LEGEND)**



STANDARD CHANNEL BODY CONSTRUCTION

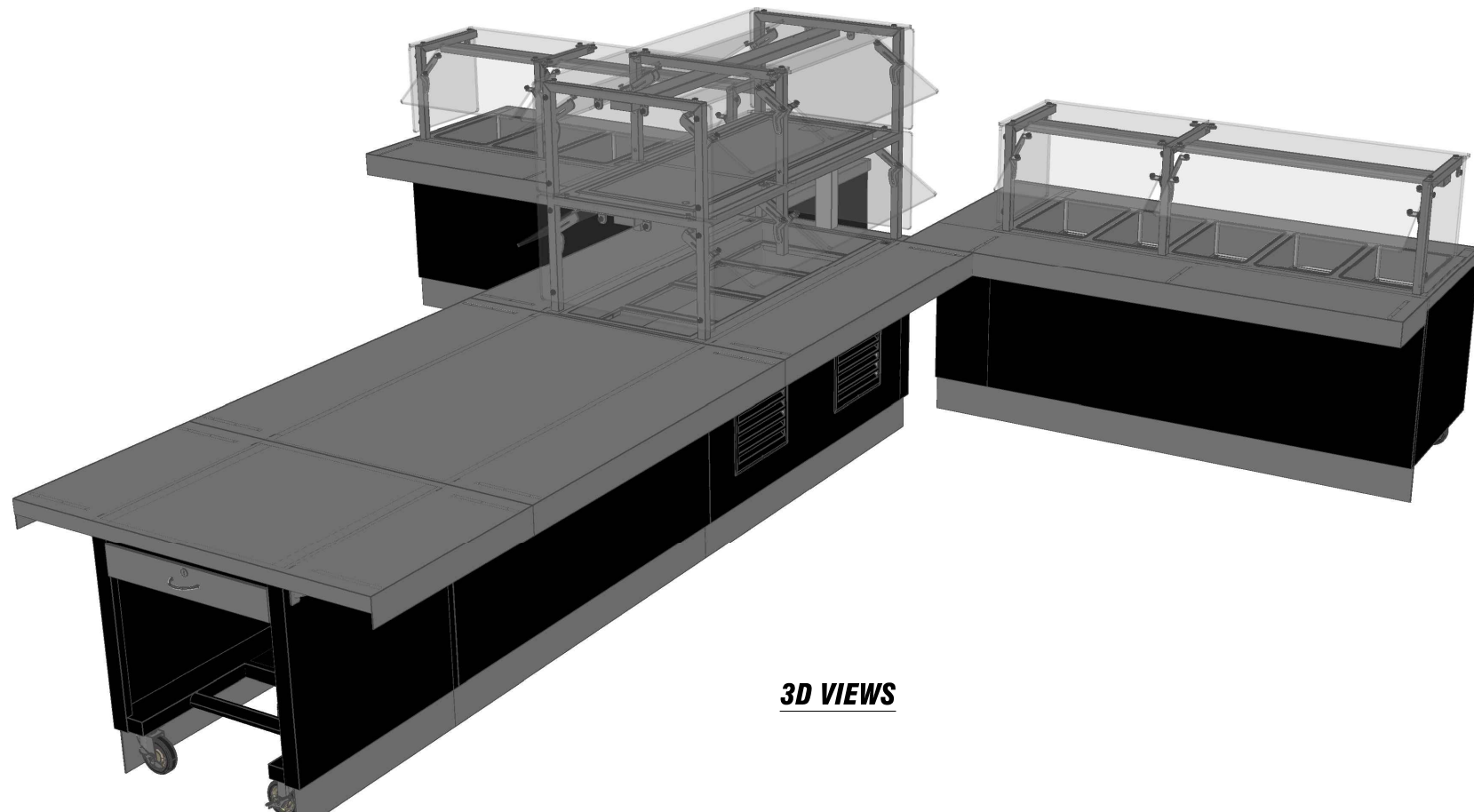
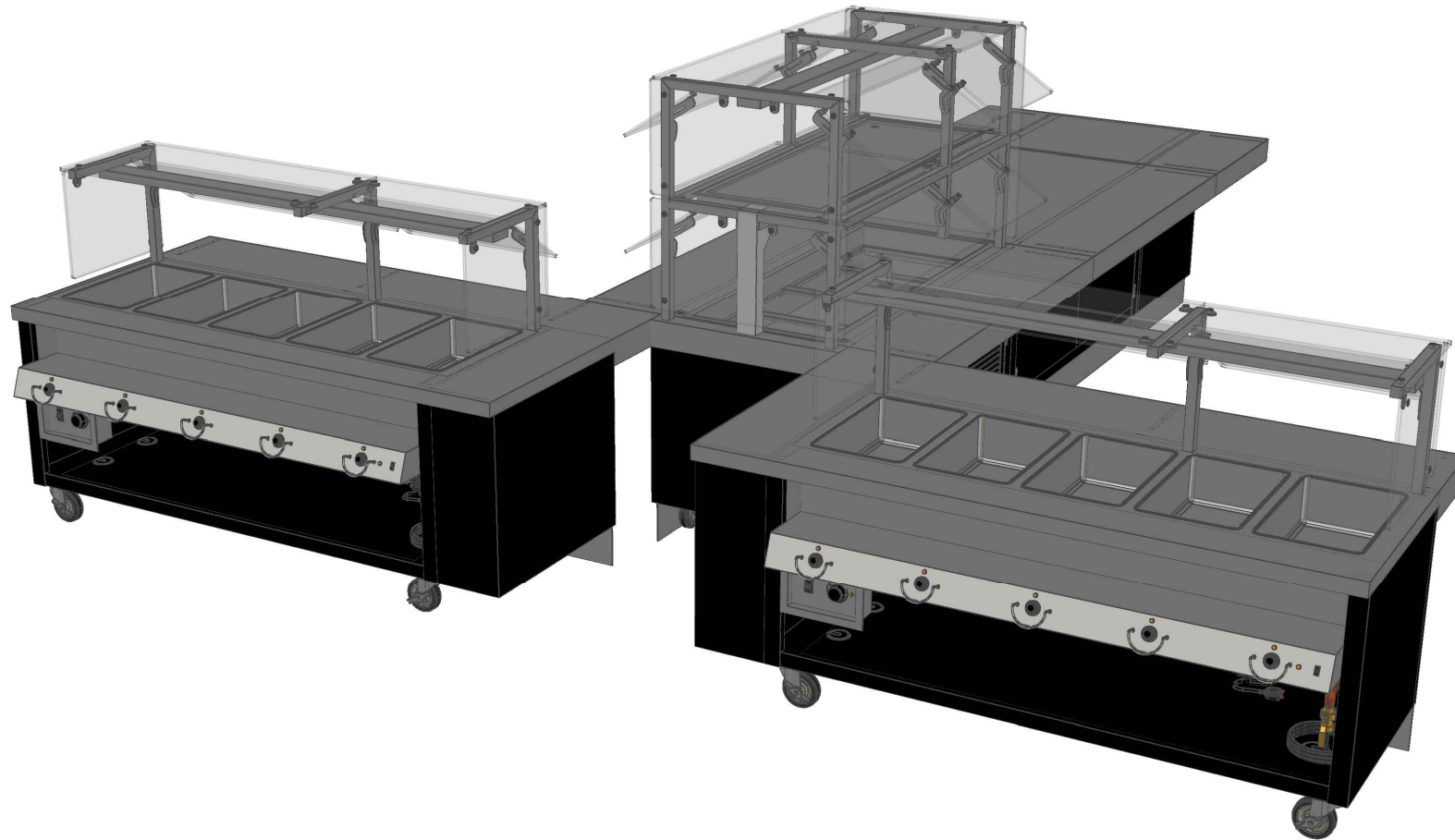
SYMBOL LEGEND

| DESCRIPTION | SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION | SYMBOL |
|--------------------|---------------------------|--|--------------|----------------------------------|--------|
| SIMPLEX RECEPTACLE | | DUPLEX GFCI RECEPTACLE (NEMA 5-15R & 5-20R ONLY) | | ELEC. CORD AND PLUG | |
| KICKPLATE LOCATION | | LAMINATE LOCATION | | DECOR PANEL LOCATION | |
| EQUIPMENT TAG | | FIELD JOINT LOCATION | | 2 1/2" GROMMET LOCATION | |
| VIEW TAG | VIEW NUMBER: PLAN SCALE: | VIEW NAME: | VIEW SCALE: | COMPRESSOR WITH REMOVABLE GRILLE | |
| VIEW ARROWS | | VIEW NUMBER: | PAGE NUMBER: | | |

DESIGNED FOR: **NORRIS MS**

DESIGNED BY: **PMR**

DRAWN BY: **JMV**
 ESTIMATOR: **P. DOMBLE**
 PURCHASE ORDER #: **N/A**
 SALES ORDER: **N/A**
 DATE: **09/15/2022**
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3D VIEWS

GENERAL NOTES

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THE FOLLOWING MUST BE VERIFIED PRIOR TO CONSTRUCTION

- ANY DECOR COLOR CHOICES INCLUDING LAMINATE, PAINT COLOR, OR CUSTOM DECOR FEATURES, IF APPLICABLE
- ALL ELECTRICAL VOLTAGE AND PHASE OF DUKE HOT FOOD UNITS AND BUYOUT EQUIPMENT IF APPLICABLE
- ALL CRITICAL FIELD DIMENSION IF ANY AS INDICATED IN PLAN VIEW.

THURMADUKE SERVING SYSTEMS

TOPS

16 GA. STAINLESS STEEL TOPS.

BODIES & INTERIORS

14 GA. PAINT GRIP STEEL FRAME/SUPPORTS W/20 GA. PAINT GRIP STEEL ENCLOSURE CHANNELS, BODY PANELS AND INTERIOR SHELVES W/ POWDER COAT FINISH.

*POWDER COAT COLOR:..... #217125 - TEXTURED BLACK

CASTERS

5"Ø CASTERS WITH GRAY POLYURETHANE TIRES. ALL SWIVEL WITH BRAKES.

HOT FOOD DRAINS

DRAINS MANIFOLDED W/ COPPER TUBING TO BRASS MASTER VALVE EXTEND MASTER VALVE FORWARD TO INCLUDE HOSE BIB CONNECTION & 48X 1/2" DIA. HOSE.

COLD FOOD DRAINS

DRAIN EXTENSION TO GLOBE VALVE W/ HOSE BIB CONNECTION & 48" OF 1/2" DIA. HOSE

NSF-7 COLD PANS

NSF STANDARD #7 COLD PAN TO HOLD FOOD PANS RECESSED 3" BELOW TOP ON S.S. REMOVABLE BRACKETS & ADAPTER BARS

KICKPLATES

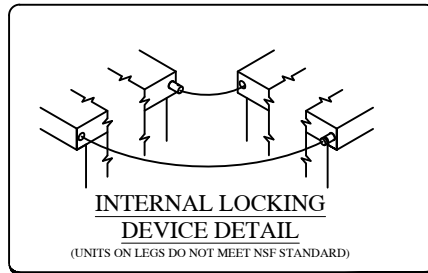
HEAVY GAUGE STAINLESS STEEL KICK PLATES LOCATED/INDICATED BY SCHEDULE;

BREATHGUARDS - BGA

1-1/4" SQUARE STAINLESS STEEL TUBING POSTS, MOUNTED THROUGH TOP WITH 3/8", TEMPERED, CLEAR GLASS SHELVES, AND PROTECTORS.

WITH #4 BRUSHED GRAIN FINISH WITH HIGH POLISH, HIGHLIGHTED EDGES.....VERIFY

WITH FULL, HIGH POLISH, #8 - MIRRORED FINISH.....VERIFY



DUKE EQUIPMENT

| Item Tag | Quantity | Model Number | Description | Voltage | Phase | Watts | Amps | NEMA # Intl. Conn. Final Conn. | Cord length | Gas Type |
|----------|----------|--------------|---|---------|-------|--------|-------|--------------------------------------|----------------|----------|
| 1R | 1 | TEHF-74PG | HOT FOOD UNIT SEALED WELLS W/ DRAINS | 208 | 1 | 4500 | 21.63 | NEMA# #L6-30P | 8' | - |
| 1Ra | 1 | BGA-1-74 | SINGLE-TIER BREATHGUARD WITH LED LIGHT/HEATER | 120 | 1 | 939 | 7.9 | NEMA# #5-15P | 6' | - |
| 1L | 1 | TEHF-74PG | HOT FOOD UNIT SEALED WELLS W/ DRAINS | 208 | 1 | 4500 | 21.63 | NEMA# #L6-30P | 8' | - |
| 1La | 1 | BGA-1-74 | SINGLE-TIER BREATHGUARD WITH LED LIGHT/HEATER | 120 | 1 | 939 | 7.9 | NEMA# #5-15P | 6' | - |
| 2 | 1 | TCM-60PG-N7 | 4-SECTION NSF-7 COLD PAN UNIT 8" MECHANICALLY COOLED WITH CONDENSATE EVAPORATOR | 120 | 1 | 1113.6 | 9.28 | NEMA# #5-15P | 8' | - |
| 2a | 1 | BGA2-60-DS | DUAL-SHELF BREATHGUARD W/ #FT2-0S FROST TOP SHELF (BY DUKE) W/ L.E.D. LIGHT | 120 | 1 | 30 | 0.25 | NEMA# 5-15P | - | - |
| 2a.1 | 1 | FT2-0S | RECESSED FROST TOP DROP-IN UNIT SLIMLINE | 120 | 1 | 960 | 8 | NEMA# 5-15P | - | - |
| 3 | 1 | TST-60PG | SOLID TOP UNIT | - | - | - | - | NEMA# - | - | - |
| 4 | 1 | TCS-30PG | CASHIERS UNIT | - | - | - | - | NEMA# - | 6' | - |

DUKE EQUIPMENT

| Item Tag | Quantity | Model Number | Description | Voltage | Phase | Watts | Amps | NEMA # Intl. Conn. Final Conn. | Cord Length |
|----------|----------|--------------|-------------|---------|-------|-------|------|--------------------------------------|----------------|
| | | | | | | | | | |

BUY-OUT EQUIPMENT

| Item Tag | Quantity | Model Number | Description | Voltage | Phase | Watts | Amps |
|----------|----------|--------------|-------------|---------|-------|-------|------|
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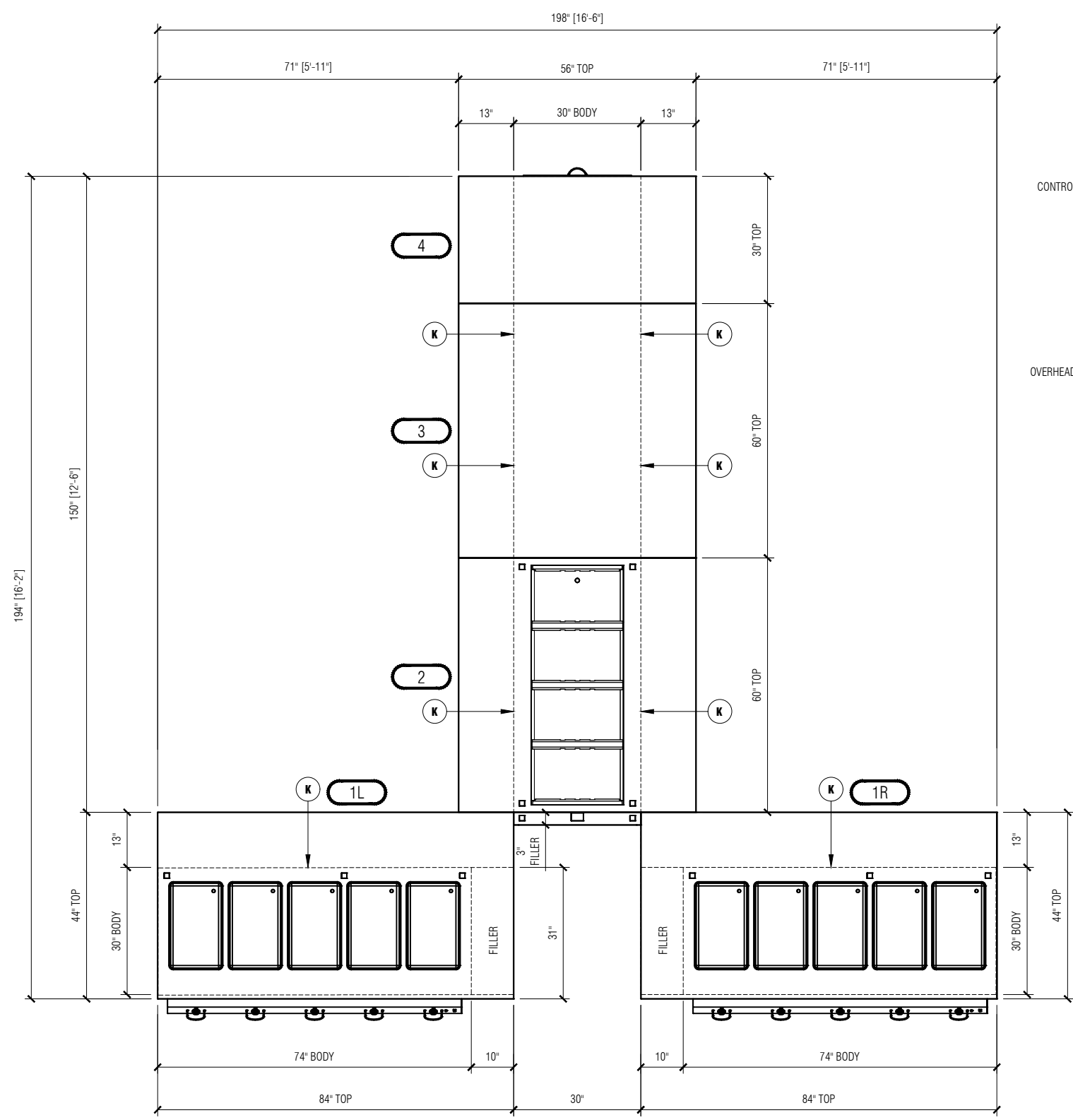
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DATE: _____
DESIGNED BY: _____
DATE: _____

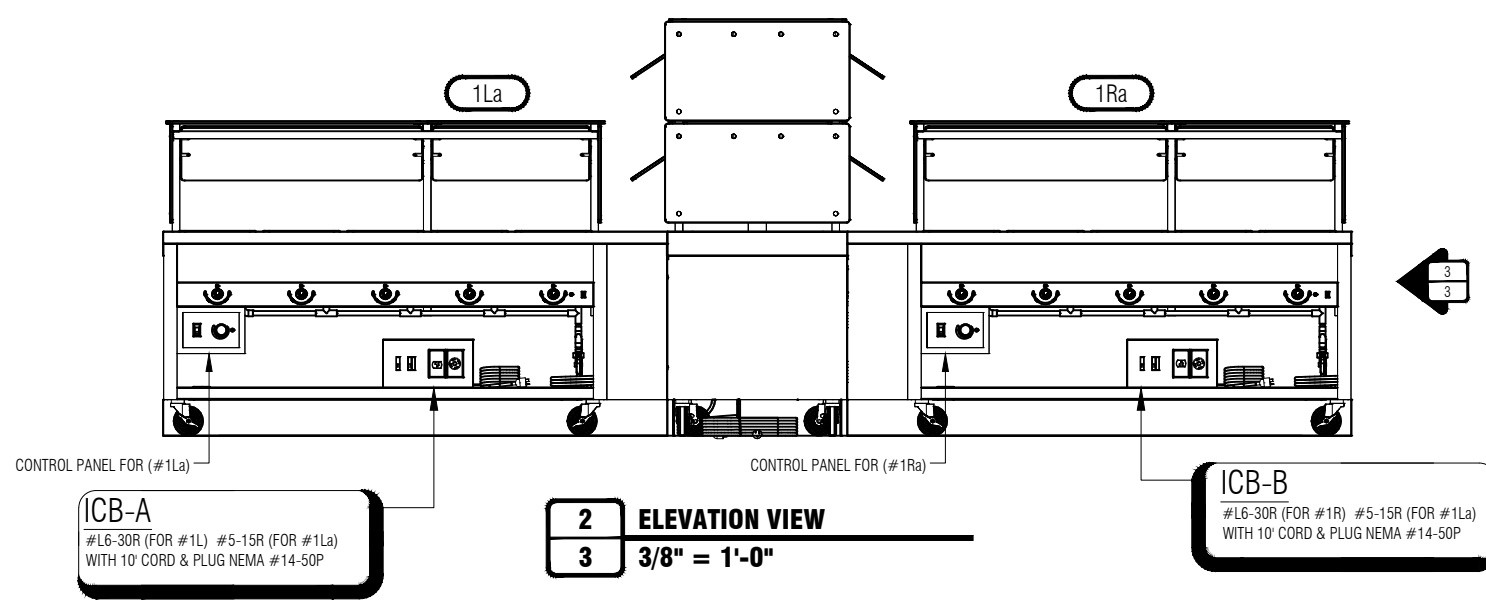
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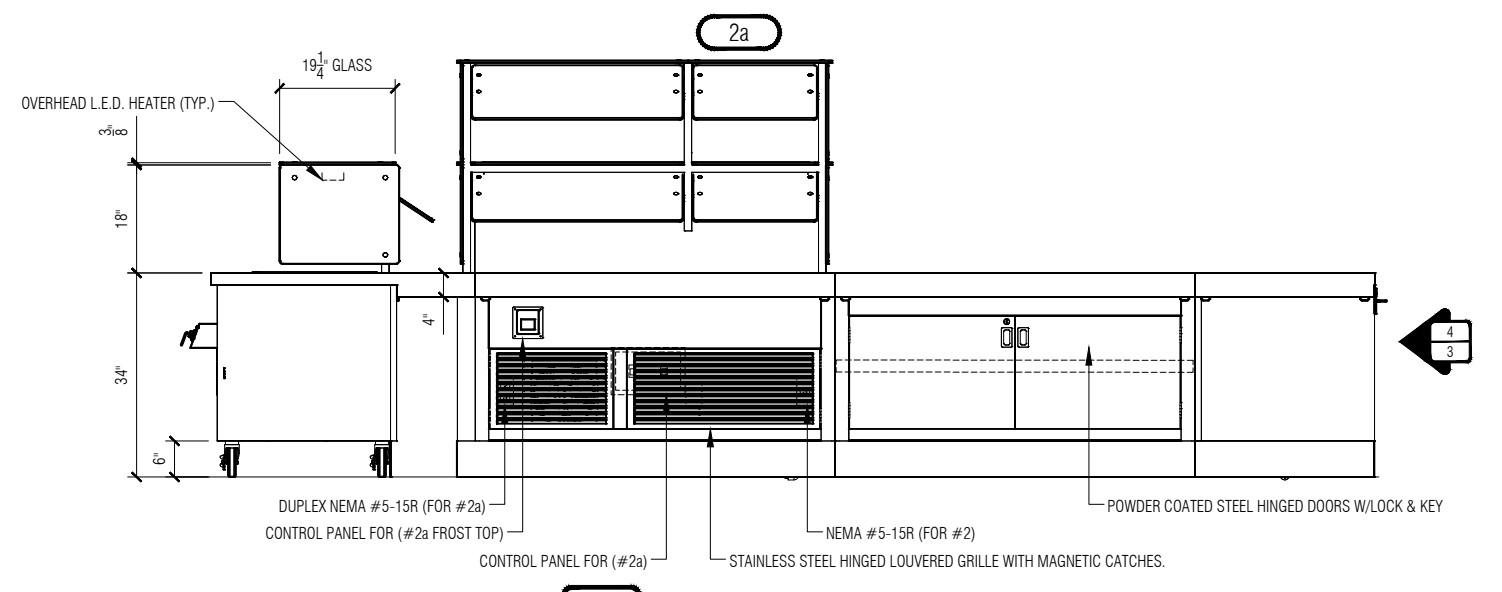
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DESIGNED BY: **PMR**
DRAWN BY: **JMV**
ESTIMATOR: **P. DOMBLE**
PURCHASE ORDER #: **N/A**
SALES ORDER: **N/A**
DATE: **09/15/2022**
DRAWING NO.: **SD-141185**
SHEET: **2**
OF: **4**



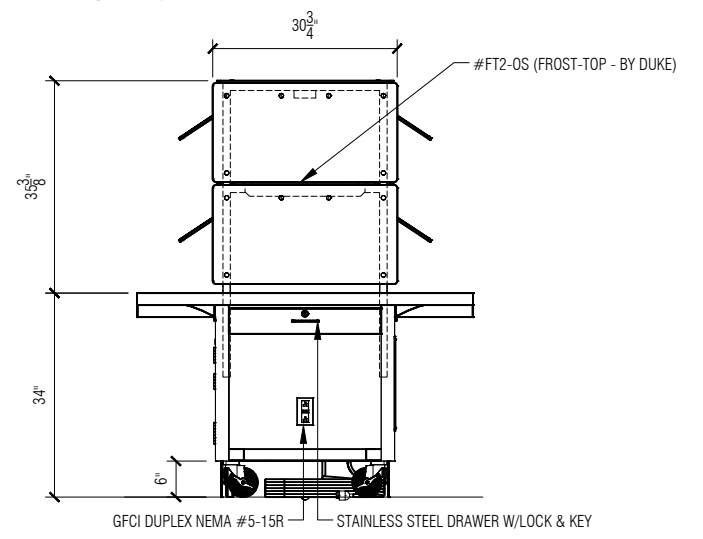
1 PLAN VIEW
3 3/8" = 1'-0"



2 ELEVATION VIEW
3 3/8" = 1'-0"



3 END VIEW
3 3/8" = 1'-0"

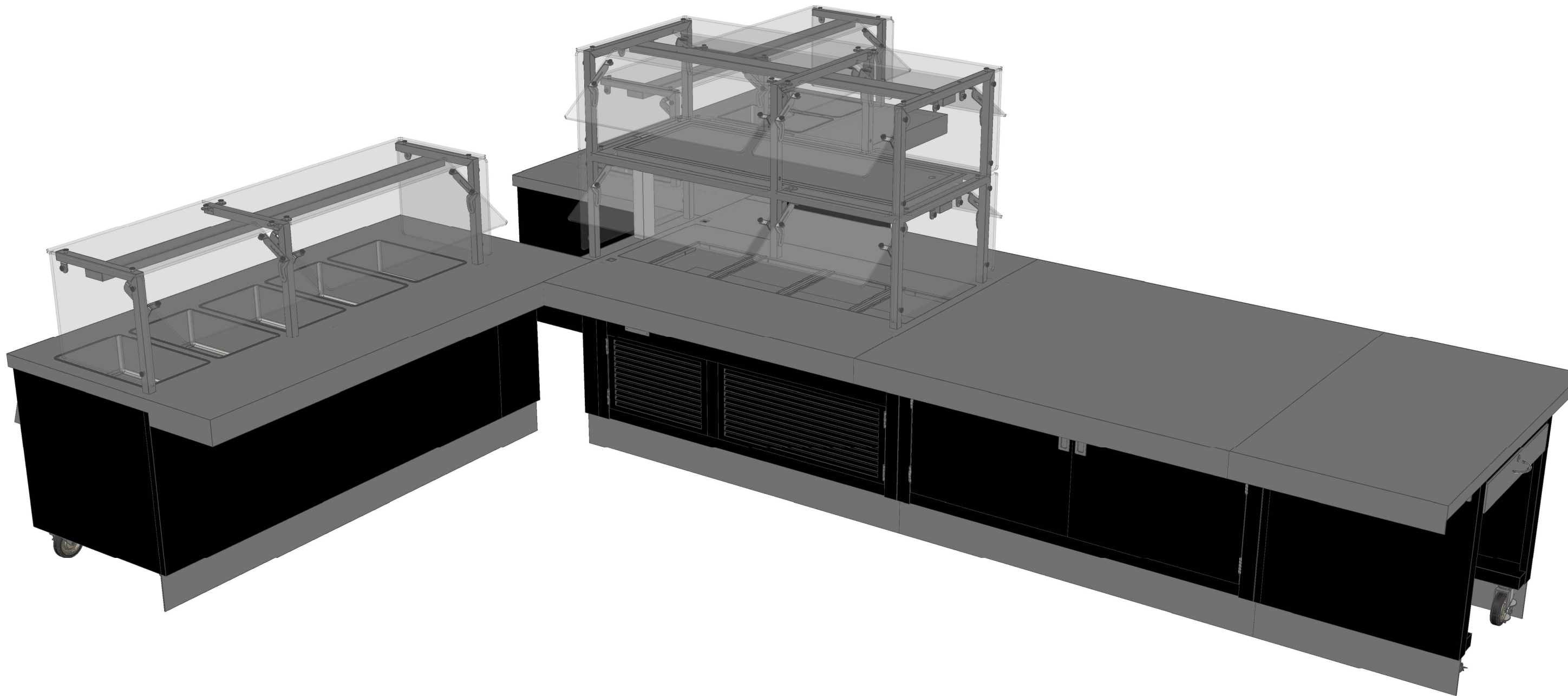


4 CUSTOMER ELEVATION
3 3/8" = 1'-0"

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 DESIGNED BY: **PMR**
 DRAWN BY: **JMV**
 ESTIMATOR: **P. DOMBLE**
 PURCHASE ORDER #: **N/A**
 SALES ORDER: **N/A**
 DATE: **09/15/2022**
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1 3D - PERSPECTIVE
4 NOT TO SCALE



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DESIGNED FOR:
NORRIS MS

DESIGNED BY:
PMR

DRAWN BY:
JMV

ESTIMATOR:
P. DOMBLE

PURCHASE ORDER #:
N/A

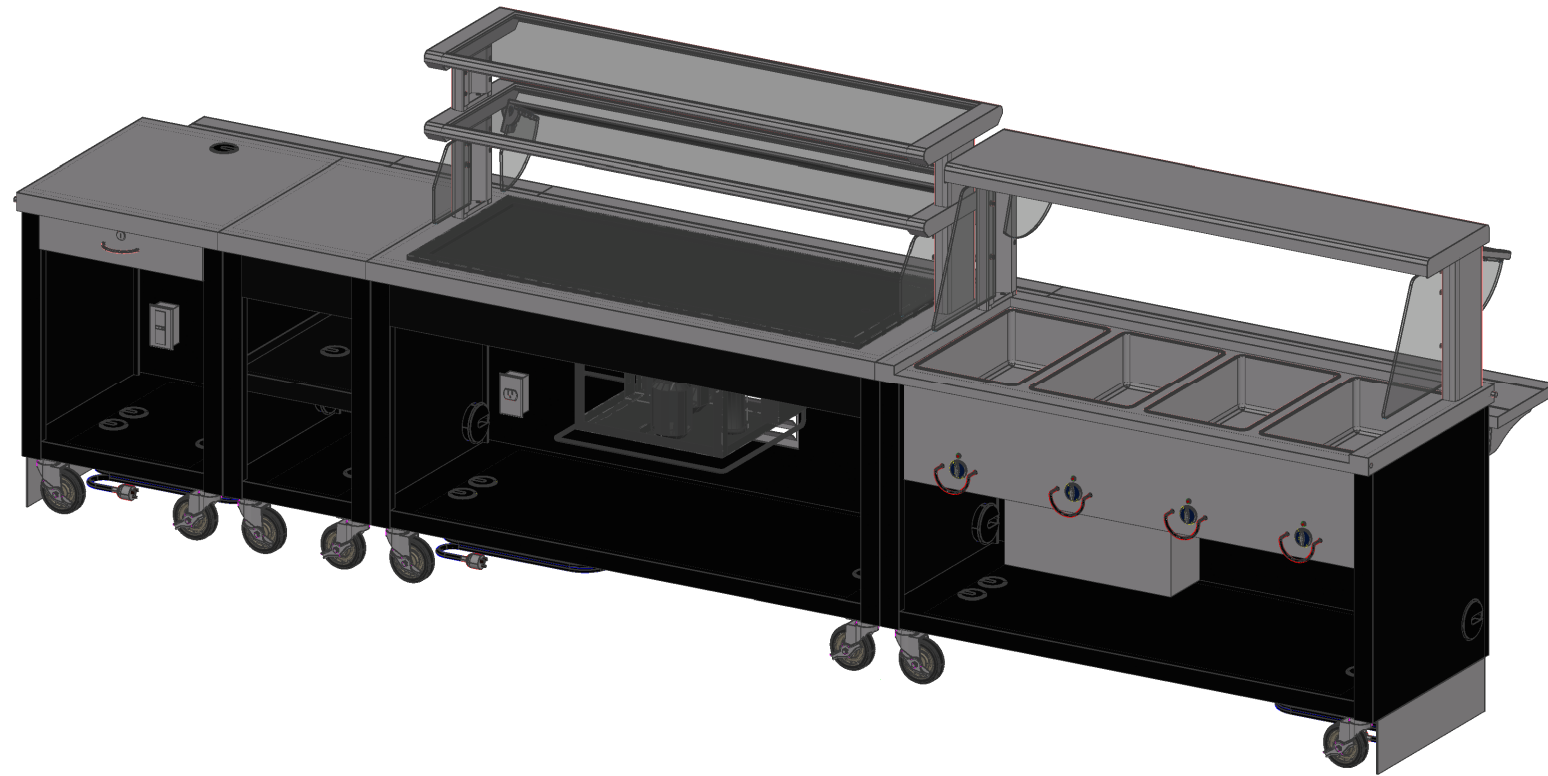
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N/A

DATE:
09/15/2022

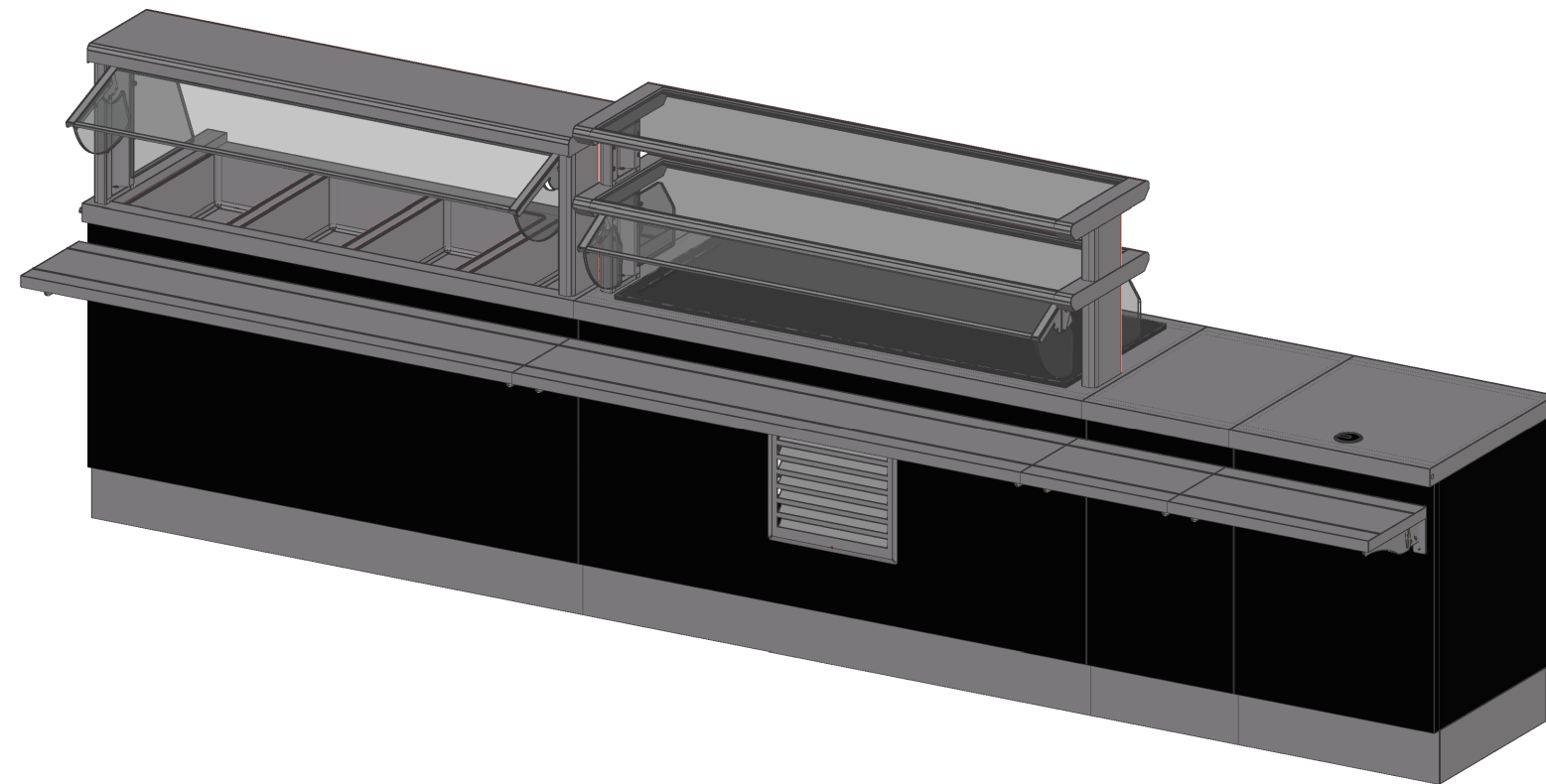
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SD-141185

SHEET:
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OF: **4**



3D VIEWS



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STANDARD SERVING SYSTEM PRACTICES

SOLID SURFACE TOPS AND TRAY SLIDES

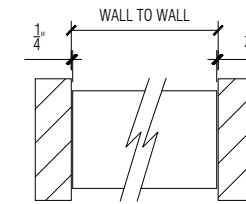
- ALL SOLID SURFACE TOPS AND TRAY SLIDES, WITH FIELD SEAMS, **WILL SHIP LOOSE**, WHEN SPANNING MORE THAN ONE UNIT.
- SOLID SURFACE TOPS AND TRAY SLIDES SPECIFIC TO SINGLE UNIT WILL SHIP INSTALLED.
- SOLID SURFACE TOPS AND TRAY SLIDES REQUIRE A **CERTIFIED** INSTALLER, SPECIFIC TO THE BRAND, TO SEAM THE UNITS IN THE FIELD DURING PRODUCT INSTALLATION.

STAINLESS STEEL TOPS AND TRAY SLIDES

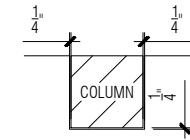
- THE MAXIMUM CONTINUOUS STAINLESS STEEL TOP LENGTH IS 144" [12'-0"], BEFORE REQUIRING A BOLTED OR WELDED FIELD JOINT.
- THE MAXIMUM CONTINUOUS STAINLESS STEEL TRAY SLIDE LENGTH IS 144" [12'-0"], BEFORE REQUIRING A BOLTED OR WELDED FIELD JOINT.
- BOLTED OR WELDED FIELD JOINTS ARE REQUIRED, AT ALL MITERED TRAY SLIDE CORNERS.

ALLOWANCE FOR FIELD CONDITIONS

- FACTORY TO ALLOW 1/4" AT ALL WALLS, COLUMNS, AND PASS THROUGH WINDOWS FOR FIT. **(SEE WALL TO WALL AND COLUMN EXAMPLES)**



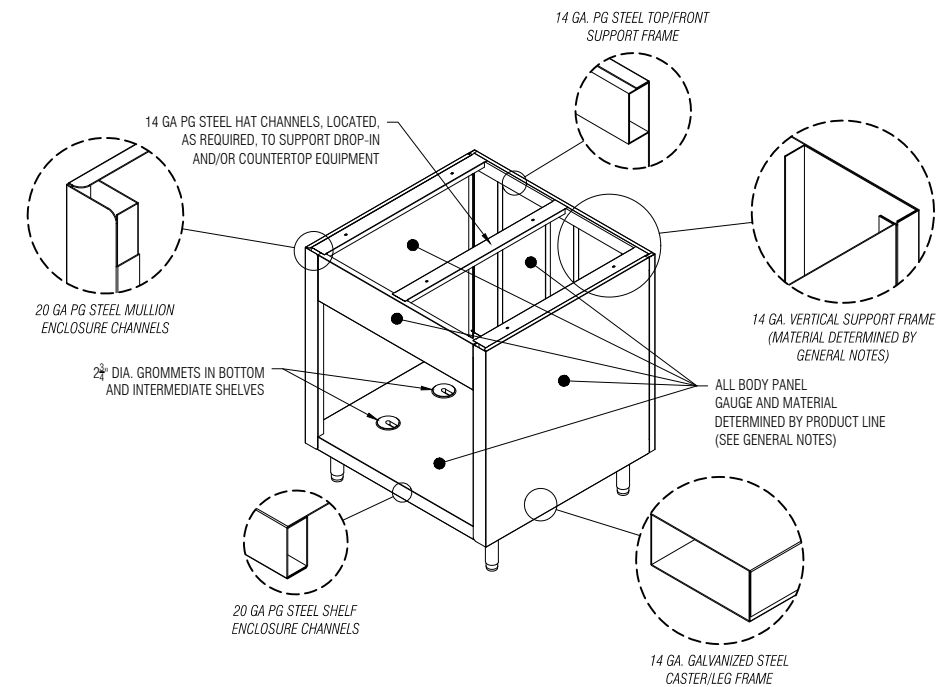
WALL TO WALL EXAMPLE



COLUMN EXAMPLE

ELECTRICAL

- ALL 15 AMP (NEMA #5-15R) AND 20 AMP (NEMA #5-20R) RECEPTACLES SHALL BE GFCI (GROUND FAULT CIRCUIT INTERRUPTER) TYPE RECEPTACLES PER DUKE MANUFACTURING STANDARD. **UNLESS SPECIFICALLY NOTED OTHERWISE** ON THE DRAWING. **(SEE SYMBOL LEGEND)**



STANDARD CHANNEL BODY CONSTRUCTION

SYMBOL LEGEND

| DESCRIPTION | SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION | SYMBOL |
|--------------------|----------------------------|--|--------|-------------------------|--------|
| SIMPLEX RECEPTACLE | | DUPLEX GFCI RECEPTACLE (NEMA 5-15R & 5-20R ONLY) | | ELEC. CORD AND PLUG | |
| KICKPLATE LOCATION | | LAMINATE LOCATION | | DECOR PANEL LOCATION | |
| EQUIPMENT TAG | | FIELD JOINT LOCATION | | 2 3/8" GROMMET LOCATION | |
| VIEW TAG | VIEW NUMBER: PAGE NUMBER: | VIEW NAME: VIEW SCALE: | | | |
| VIEW ARROWS | | COMPRESSOR WITH REMOVABLE GRILLE | | | |



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DUKE MANUFACTURING COMPANY
2305 North Broadway
St. Louis, MO 63102
Ph (314) 231-1130
Fax (314) 231-5074

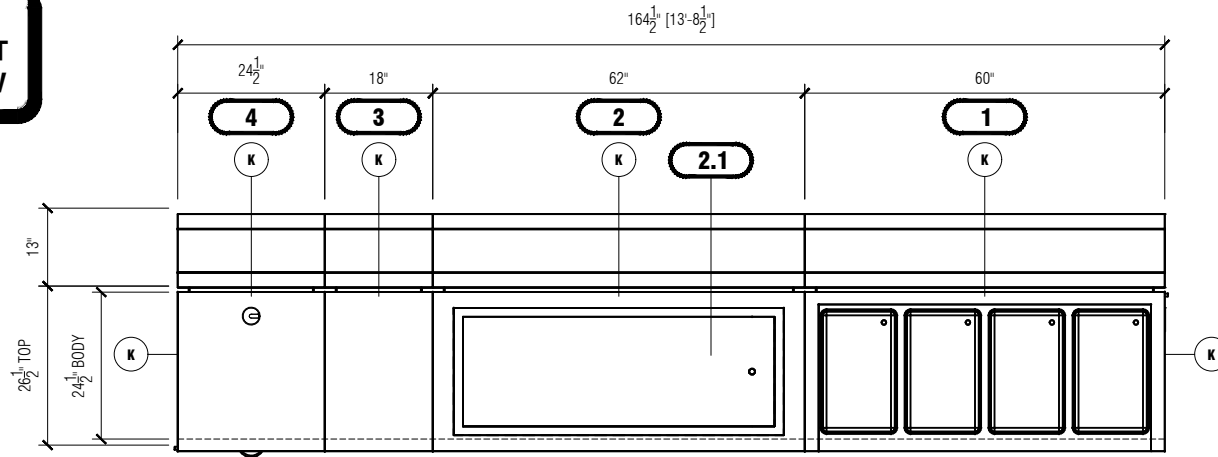
SUBMITTAL
APPROVAL OF FABRICATION: _____
APPROVAL OF INSTALLATION: _____
DATE: _____
DESIGNED BY: _____
DRAWN BY: _____
ESTIMATOR: _____
PURCHASE ORDER #: _____
SALES ORDER: _____
DATE: _____
DRAWING NO.: _____
SHEET: _____ OF: _____

| REV. | DATE | BY |
|------|------------|-----|
| A | 9/12/2022 | MAC |
| B | 10/12/2022 | CBG |
| C | 10/20/2022 | CAM |

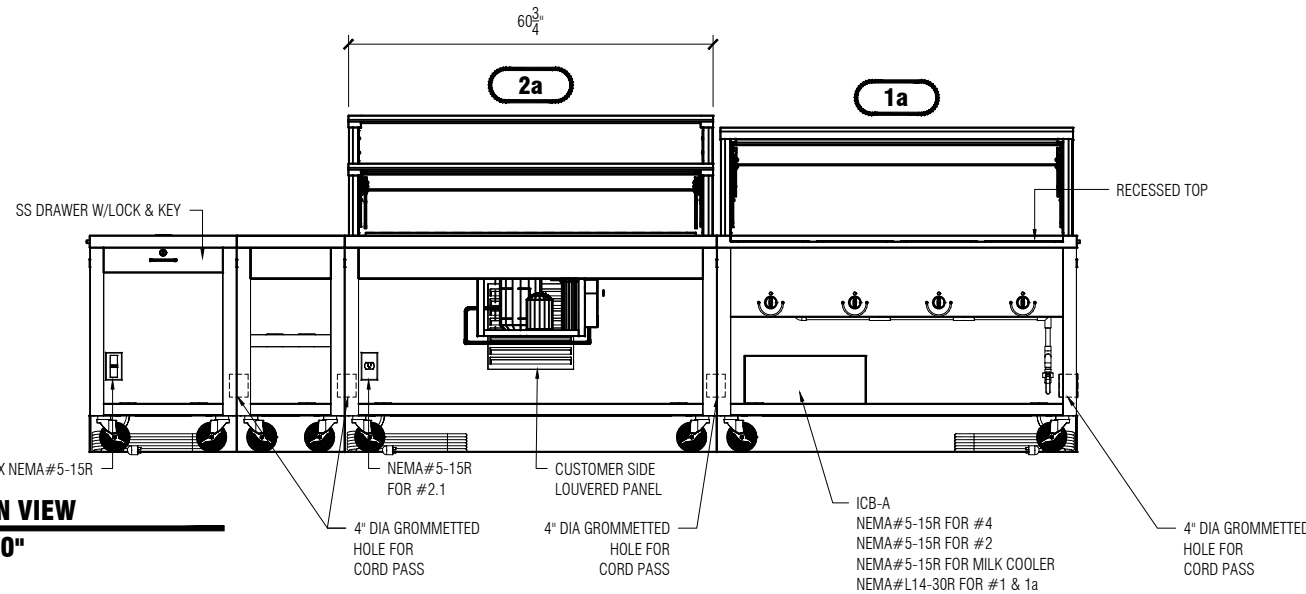
DESIGNED FOR: **DUTCH VALLEY ES**

DESIGNED BY: **PMR**
DRAWN BY: **MAC**
ESTIMATOR: **P.DOMBLE**
PURCHASE ORDER #: **N/A**
SALES ORDER: **N/A**
DATE: **08/29/2022**
DRAWING NO.: **SD-141180**
SHEET: **2** OF: **1**

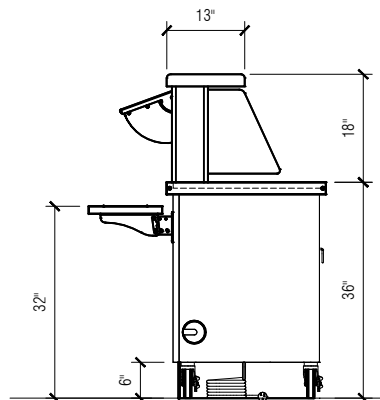
NOTE:
SNEEZE GUARDS NOT SHOWN IN PLAN VIEW



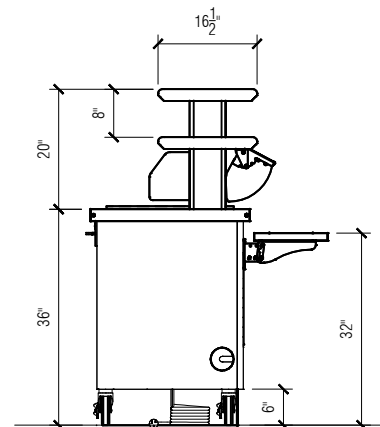
1 PLAN VIEW
2 3/8" = 1'-0"



2 ELEVATION VIEW
2 3/8" = 1'-0"



3 END VIEW
2 3/8" = 1'-0"



4 END VIEW
2 3/8" = 1'-0"

GENERAL NOTES

THIS DRAWING AND THE INFORMATION AND DATE CONTAINED HEREIN ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF DUKE MANUFACTURING CO., AND MAY NOT BE REPRODUCED OR DISCLOSED FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF DUKE MANUFACTURING CO.

THE FOLLOWING MUST BE VERIFIED PRIOR TO CONSTRUCTION

- ANY DECOR COLOR CHOICES INCLUDING LAMINATE, PAINT COLOR, OR CUSTOM DECOR FEATURES, IF APPLICABLE
- ALL ELECTRICAL VOLTAGE AND PHASE OF DUKE HOT FOOD UNITS AND BUYOUT EQUIPMENT IF APPLICABLE
- ALL CRITICAL FIELD DIMENSION IF ANY AS INDICATED IN PLAN VIEW.

AEROSERV SERVING SYSTEMS

TOPS

14 GA. STAINLESS STEEL TOPS.

BODIES & INTERIORS

14 GA. PAINT GRIP STEEL FRAME/SUPPORTS W/20 GA. PAINT GRIP STEEL ENCLOSURE CHANNELS, BODY PANELS AND INTERIOR SHELVES W/ POWDER COAT FINISH.

*POWDER COAT COLOR:..... #217125 - TEXTURED BLACK

CASTERS

5"Ø CASTERS WITH GRAY POLYURETHANE TIRES. ALL SWIVEL WITH BRAKES.

TRAYSLIDES

16 GA. STAINLESS STEEL SOLID TRAY SLIDES WITH (2) DIE FORMED RUBBING TRACKS ON 10 GA. STAINLESS STEEL HINGED BRACKETS.

KICKPLATES

HEAVY GAUGE STAINLESS STEEL KICK PLATES LOCATED/INDICATED BY DRAWING;

HOT FOOD DRAINS

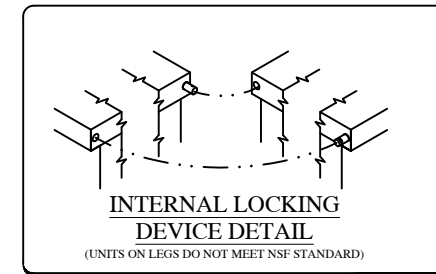
DRAINS MANIFOLDED W/ COPPER TUBING TO BRASS MASTER VALVE. EXTEND MASTER VALVE FORWARD.

BREATHGUARDS TS540

18 GA. STAINLESS STEEL SHELF & END STANCHIONS W/ CLEAR GLASS PROTECTORS W/ ACRYLIC END ENCLOSURES.

BREATHGUARDS TS580

18 GA. STAINLESS STEEL SHELF FRAMES & END STANCHIONS W/ CLEAR GLASS SHELVES & PROTECTORS W/ ACRYLIC END ENCLOSURES.



DUKE EQUIPMENT

| Item Tag | Quantity | Model Number | Description | Voltage | Phase | Watts | Amps | NEMA # S Init. Conn. Final Conn. | Cord length | Gas Type |
|----------|----------|--------------|---|---------|-------|-------|------|--|----------------|----------|
| 1 | 1 | E304-25PG | HOT FOOD UNIT SEALED WELLS W/ DRAINS | 208 | 1 | 3600 | 17.3 | NEMA# L14-30P 14-50P | 6' 10' | - |
| 1a | 1 | TS540-60 | SELF SERVICE STYLE SOLID OVERSHELF WITH HATCO HEAT STRIP & INCAND. LIGHTS WITH ACRYLIC END ENCLOSURES | 120 | 1 | 1040 | 8.7 | NEMA# | Cord | Gas Type |
| 2 | 1 | 311-25PG | SOLID TOP UNIT | - | - | - | - | NEMA# 5-15P | 6' | - |
| 2a | 1 | TS580-74-1SN | SELF SERVICE STYLE GLASS DISPLAY SHELVES WITH ACRYLIC END ENCLOSURES | - | - | - | - | NEMA# | Cord | Gas Type |
| 3 | 1 | 318-25PG | SOLID TOP UNIT | - | - | - | - | NEMA# | Cord | Gas Type |
| 4 | 1 | 306-25PG | CASHIERS UNIT | 120 | 1 | 1800 | 15 | NEMA# 5-15P | 10' | - |

BUY-OUT EQUIPMENT

| Item Tag | Quantity | Model Number | Description | Voltage | Phase | Watts | Amps | NEMA# | Provided By | Installed By |
|----------|----------|--------------|----------------------------|---------|-------|-------|------|----------------|----------------|-----------------|
| 2.1 | 1 | FTB-S2 | HATCO DROP-IN FROST TOP | 120 | 1 | 456 | 3.8 | NEMA# 5-15P | OTHERS | DUKE |



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SUBMITTAL

| REV. | DATE | BY |
|------|------------|-----|
| A | 9/12/2022 | MAC |
| B | 10/12/2022 | CBG |
| C | 10/20/2022 | CAM |

DESIGNED FOR:
DUTCH VALLEY ES

DESIGNED BY:
PMR

DRAWN BY:
MAC

ESTIMATOR:
P.DOMBLE

PURCHASE ORDER #:
N/A

SALES ORDER:
N/A

DATE:
08/29/2022

DRAWING NO.:

SD-141180

SHEET:
OF: **2 2**

Attachment 1
BID NUMBER: 2334 – Cafeteria Serving Lines

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Vendor Name

Vendor Address

City

State

Zip

Telephone Number

Contact Person *(Please Print)*

E-Mail Address

Taxpayer Identification Number, Social Security or
Employer Identification Number:

State of Tennessee Business License Number:
License # _____

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 this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

(Please sign original in blue ink)

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I am (Title) _____ of (Name of My Firm) _____ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Representative's Signature

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

(____) Corporation (____) Partnership (____) Limited Liability (____) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No___

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native ____%
- African American ____%
- Hispanic ____%
- Asian/Pacific Islander ____%
- Other ____% _____ (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**Attachment 4
Insurance Requirement Acknowledgment**

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

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Goods

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide XXXXX for the County Per XXXXXXX.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY with renewal option of XXXXXXX.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The 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.

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Goods

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression “this Agreement” means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County’s obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year’s budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County’s payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor’s name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB (“free on board”) unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to 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 Contractor and to the

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Goods

County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. 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 County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

Signature

Date

Printed Name

Title

Name of Company

The Bidder shall review this sample contract and submit any questions about its content during the Q & A period. A Purchase Order may be used in lieu of this contract.

XX-XXXX

Attachment 5 – Sample Contract for Goods

Address

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director

Date

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT
 100 N. MAIN STREET, ROOM 214 or 218
 CLINTON, TN 37716
 (865) 457-6251
 (865) 457-6252 (Fax)

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.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

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 Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson 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)

INTERNAL OFFICE USE ONLY

Notes _____

Attachment 7
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

Attachment 7
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

Contractor or Company Owner (signature)

Date

Contractor or Company Name (print)

ATTACHMENT 8
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

Date

USDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-I048

Lower Tier Covered Transactions *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 55201, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

A. 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; B. 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 | PRIAWARD NUMBER OR PROJECT NAME |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) | |
| SIGNATURE(S) | DATE |

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to 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 is delivered to the Purchasing Department.

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

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

Email: purchasing@andersoncountyttn.gov
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: Contracted vendors 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. Any 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 meets or exceeds 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 requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to 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 may consider multiple bid awards.

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 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 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 Committee, 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.

1.17 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 the bid requirements.

1.18 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.

1.19 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.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 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 with five (5) or more employees that will be providing construction services are to return the provided 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.

1.22 COMPETITION INTENDED: 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 no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 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.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts 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.

1.25 OSHA SAFETY: The Vendor 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.

1.26 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.

1.27 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.

1.28 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.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 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.

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

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. 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 of a contract, then that 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.

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

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

1.35 UNIT PRICE: 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.

1.36 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 shall 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.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences 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 considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry 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. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors 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.

1.41 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 Anderson County; 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>.

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.