



Business

Department

School Administration Building

304 New York Ave

Oak Ridge, Tennessee 37830

Phone (865) 425-9005

Fax (865) 425-9060

Request for Proposal

Description of items/services requested:

The Oak Ridge Schools Board of Education is soliciting proposals for a dish machine for the Preschool (**RFP 24-006**) **Preschool Dish Machine & Installation**.

General Requirements:

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **2:00 PM EST, January 4, 2024**. Every document must be enclosed in an envelope clearly marked as a bid document. Two full copies of the proposal must be submitted each with original signatures on both Bid Forms (included in this packet). Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid.

All documents shall be submitted to the following address:

Mary Ann Riley, Purchasing Specialist

Re: Preschool Dish Machine

(RFP 24-006)

Oak Ridge Schools

304 New York Ave

Oak Ridge, TN 37830

SPECIFICATIONS

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

FOOD SERVICE DEALERS ARE REQUIRED TO HOLD A CONTRACTOR'S LICENSE

DISH MACHINE BID FOR OAK RIDGE CITY SCHOOLS

INSTRUCTIONS, SPECIFICATION AND SCOPE OF WORK GENERAL REQUIREMENTS

FOOD SERVICE EQUIPMENT:

PART I GENERAL

1.01 SCOPE:

- A. Food Service Dealer (to be noted as "contractor" in following document) shall furnish and complete all food service equipment, labor, materials, equipment, etc. as specified herein.
- B. Food Service Contractor is responsible for assembly and erection of all equipment included herein in required locations as shown on plans, if applicable, leaving same with threaded outlets of type of connections as standardized by Food Service Equipment Manufacturer's for THE FOOD SERVICE CONTRACTOR OR HIS SUBCONTRACTOR to make final plumbing, electric and ventilating connections.
- C. Food Service Contractor is to provide a competent foreman for erection and placing of equipment.
- D. Food Service Contractor shall erect the equipment at the site in full compliance with current rules and regulations of state, county and local regulations. If, because of certain job conditions, any work specified to be performed under this contract must be done by other, the Food Service Equipment Contractor shall sub-let such work to those who may be qualified to do such work or make other arrangements at his own expense as may be approved by the Owner.
- E. The Food Service Contractor will be requested to visit school to confirm fit through doors, space available after existing equipment is removed and utility requirements. It is the contractor's responsibility to make sure all equipment will fit through existing openings and correct utilities are supplied.
- F. Trim of same material as body of fixtures furnished and installed on fixtures where necessary to create sanitary conditions and finished appearance for all equipment including but not limited to Walk Ins.
- G. Contractor will clean up all debris made by his workmen immediately upon completion of installation and remove same from premises. Equipment is to be received at the school in clean condition and cleaned just prior to Owner's acceptance so as to be free from dirt and dust.

1.02 RELATED DOCUMENTS:

- A. All of the standards Oak Ridge City Schools purchasing procedures apply to any and all equipment purchases by the owner.

1.03 QUALIFICATIONS OF BIDDERS:

- A. The manufacturer of this equipment must be able to show that he is now, and has been engaged in the manufacture or distribution of equipment as required under this contract as his principal product.
- B. Upon demand, manufacturer being considered for possible negotiation shall submit to Owner, evidence of his having executed contracts of a size comparable to this contract. He shall further submit evidence of ample financial resources which enable him to handle the work in a satisfactory manner, and to deliver items of equipment as required, without delaying the progress of the work.
- C. The manufacturer of this equipment as herein specified is a recognized distribution for the items of equipment specified herein to be of other manufacture than his own.
- D. Only CONTRACTORS who can meet the foregoing qualifications will be considered to be approved.

- E. Food Service Dealer/Contractor must hold a contractor's license in the State of Tennessee. ALL final connections will be required in regards to all equipment completion. Disconnects/Junction Boxes for electrical to be provided by OAK RIDGE CITY SCHOOLS.
 - F. Food Service Dealer and/or Sub-Contractor maybe required to supply three references of projects completed in a 250 mile radius of OAK RIDGE, TN that the owner and/or his agent can call and/or visit sites to confirm the quality of service provided to the end user.
 - G. All equipment must have a factory authorized service agency available locally for service within a 24 hour period of report of warranty issue. Weekend work is not to be included, standard hours of operation shall be at least 8am-5pm Monday through Friday with emergency service available for additional charges if required.
 - H. All equipment will be required to be demonstrated by a local manufacturer representative as requested by the owner at the site.
- 1.04 DRAWINGS AND FIELD MEASUREMENTS:
- A. Contractor must provide within five (5) days after notification of award, detailed plans showing dimensioned location, size height and where necessary for custom equipment, capacity of all mechanical and electrical services required for each item of equipment new, and furnish three (3) prints of said plans/shop drawings to Owner.
 - B. Prints of the foregoing drawings are to be submitted to Owner for approval before proceeding with fabrication.
 - C. Contractor shall check all measurements at the building and be responsible for same. At time of checking measurements, Contractor shall carefully examine spaces and existing conditions, and report to Owner any work performed by others or planned by others which prevents him from execution of his work as required under the contract and obtain Owner's final decision and instructions before proceeding.
 - D. Contractor shall carefully measure locations of all floor and wall penetrations and existing conditions, and indicate them and provide for them on his shop drawings. If his inspection reveals that any of these existing conditions seriously interfere with execution of his work as required under his contract, he is to report these conditions to Owner and await his decision and instructions before proceeding.
- 1.05 MATERIAL AND WORKMANSHIP:
- A. Unless otherwise specified or shown on the drawings, all material to be new, of best quality, perfect and without flaws, and delivered upon completion in an undamaged condition.
 - B. All labor performed in a thorough workmanlike manner by qualified, efficient, and skilled workers.
- 1.06 SANITARY CONSTRUCTION AND COMPLIAMCE WITH LAWS AND CODE REGULATIONS
- A. All equipment constructed in strict compliance with standards of the National Sanitation Foundation, and in full compliance with Public Health Regulations of State of Tennessee in which installation is to be made. Each piece of equipment to have "seal of approval" label of the National Sanitation Foundation and/or of most recent compliances on record.
 - B. Nothing in the contract documents shall be construed to conflict with any local, state or federal laws or regulations governing the installation or any part of the work to be performed unit this contract and all requirements shall be in accordance without any additional cost to Oak Ridge City Schools.
 - C. All work and materials shall be in full accordance with the lasts rules of the U.S. Public Health Service, State Public Health Service, National Board of Fire Underwriters; any local, Federal and State Ordinances and regulations of the State Fire Marshall.
 - D. Other standards that apply including but not limited to ANSI; NFPA, ASME and AGA.
- 1.07 BRANDS AND NAMES:
- A. Substitutions by any bidder wishing to supply alternate equipment other than that specified shall follow the requirements listed below.
 - B. Bidders recommending such substitutions are cautioned to examine mechanical and electrical conditions and conditions of building to determine if such substitutions will require changes in mechanical or electrical connections which have already been planned or exist. If proposed substitutions require such changes, bidder shall be responsible for any cost involved.

- C. Any bidder (Food Service Contractor NOT a manufacturer's representative) wishing to supply alternate equipment other than that specified must submit a written request for substitution to the Owner ten (10) days prior to the Bid Date for approval or disapproval. The request must be accompanied by the name of the manufacturer and model, a complete description of the proposed substitution, drawings, catalog cuts, specifications, performance and test data, samples, of applicable, and all information necessary for an evaluation. A statement describing any changes in materials, equipment, or work that incorporation of the substitute would require must be included. A detailed description of the manner in which the proposed substitution conforms and/or varies from the item specified must also be provided. If approved an addendum will be issued three days prior to bid opening. Substitutions will not be accepted if they do not conform to the requirements stated in this section and will NOT be allowed AFTER the bid is opened.

1.08 PERMITS AND LICENSES:

- A. Contractor shall give to proper authorities all notices as required by law relative to work in his charge; obtain all official permits, licenses, etc., and pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work, and which may arise incident to the fulfilling of these specifications. Background checks for employees on site during school operation hours may be required and is the responsibility of each contractor to supply documentation as required by the system.

1.09 INSPECTION AND CONDEMNATION:

- A. The Owner or their duly authorized representative shall have free access to Contractor's shop or shops during the construction of this equipment for purpose of making inspections to see that plan, specifications, and detail drawings are being adhered to carefully. Contractor shall correct any errors found during these inspections to the extent and within scope of plans, specifications and detail drawings.

1.10 WORK NOTES:

- A. ALL EXISTING EQUIPMENT WILL BE DISCONNECTED, REMOVED BY FOOD SERVICE CONTRACTOR.
- B. All plumbing, electrical and ventilation work required before final connections with this equipment will be done by Oak Ridge city Schools. Final connection requirement, wiring sized and correct breakers with the Food Service Dealer/subcontractor supplying final connections.
- C. The final connections are to be made by the FOOD SERVICE CONTRACTOR to the disconnects or Junction box. OAK RIDGE CITY SCHOOLS will supply rough-ins as needed/i.e. junction boxes, disconnects and breakers with wiring to boxes and disconnects as required. It is highly recommended the installer visit the school.
- D. All line and disconnect switches, safety cut-outs, control panels, fuse boxes, or other electrical controls, fittings, and connections furnished and installed by Oak Ridge City Schools and their sub-contractors.
- E. The complete installation described herein is intended to be completed by the Food Service Dealer for each piece of equipment listed.
- F. Multiple trips may be required to complete the installation of all the equipment as some equipment will have shorter lead times and can be installed earlier than other.

Oak Ridge Preschool

ITEM 1 DISHWASHER, DOOR TYPE, VENTLESS (1 each)

Hobart Model No. AM16VLT-BASX-4

Ventless Dishwashing Machine, tall chamber (27"), door type, energy recovery, high temp sanitizing, 480/60/3, internal condensing system, 40 racks/hour, straight-thru or corner installation, digital controls, Sense-A-Temp™ booster, electric tank heat, X-shaped wash arms, scrap screen and basket, door actuated start, door lock, stainless steel tank, tank shelf, chamber, trim panels, frame & feet, cULus, NSF, ENERGY STAR®. Factory Startup - Free for installations within 100 miles of a Hobart Service Office during normal business hours with appropriate notice; installation beyond 100 miles will be quoted by Service.

1 EA Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.

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

1 EA DWT2-AM16 Drain water tempering (dual valve) kit with Pumped Drain Air Gap for VL-BAS and VLT-BAS models

1 EA ACC-INSTALL-HOB Accessory Installation - for installation within 100 miles of a Hobart Service Office during normal business hours with appropriate notice; installation beyond 100 miles will be quoted by Service. Includes installation of this item only, final electrical or plumbing connections by others. Recommendation: coordinate accessory installation with machine assembly/ installation (NET)

1 EA SDDLE-3INLEG-AM16 Sink Saddle and 3" Leg Extension Kit – connects machine to sink

1 EA WS40-NOINSTALL Water Softening System, 2,527 grains/lb capacity, 5 gallons regeneration volume, & salt alarm, holds 1 bag of salt, pricing DOES NOT include standard installation. INSTALLATION BY AUTHORIZED HOBART SERVICE OFFICE IS RECOMMENDED (NET)

2 EA DISHRAK-PEG20 Peg rack

2 EA DISHRAK-COM20 Combination rack

3 EA RACK-6PAN 6 pan rack to hold sheet pans (Tall only)

1 EA NOTE: For water of 3-grains of hardness or more, Hobart suggests adding a water softener.

ITEM 2 Installation (1 each)

INSTALL HOBART SALES AND SERVICE

Statement of Work: Delivery and installation of new dish machine, clean dish table with shelf, water softener. Modify the 3 compartment sink to fit dish machine. Final utility connections to include, electric, water, drain, and duct.

Included:

- New equipment must match the location's current specifications: electrical, gas lines, plumbing/drains, and venting.
- Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm.
- Receipt of equipment at local installer's office or delivery to customer's facility at a pre-scheduled time.
- Uncrating and set-in place in existing location on the ground level.
- Final hook-ups (within 5 feet) to existing utilities.
- Validation equipment is working properly upon completion of installation.

- Removal of packaging materials and rubbish.

Optional Service Offered: *

- Any utility or mechanical upgrades, or floor, wall, or ceiling/roof modifications.
- New shut off valves, pressure regulators, gas hoses, other misc. parts.
- Permits or tax, if applicable.
- Refrigerant recovery fees, if applicable.
- Union or prevailing wage labor.
- Hallway or doorway modifications are not included.
- Other existing kitchen equipment that must be moved (and re-installed) in order to set new unit in place.
- Extended travel beyond 100-mile radius of the installing office.

*Unless quoted above in statement of work

Customer Responsibilities Include:

All site electrical and plumbing upgrades needed for new equipment. Any fabrication work not listed under Hobart responsibilities. Any additional field work not listed under Hobart responsibilities.

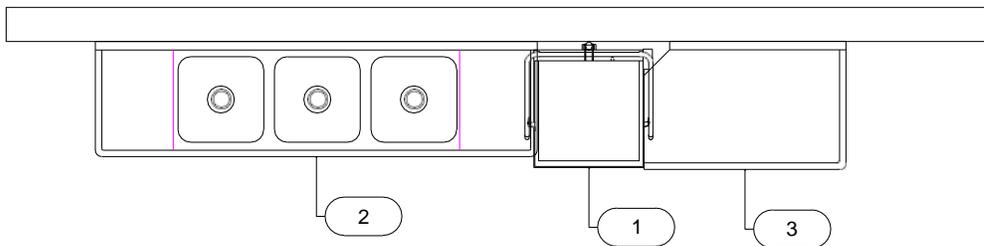
Installation to be completed between 8am and 5pm, Monday through Friday.

THIS IS A TURNKEY PROJECT.

***Please note, Federal Funding will be utilized for this project. As such, Davis-Bacon wage requirements are to be met and winning bidder agrees to submit proof of compliance with these requirements to Oak Ridge Schools on US Department of labor form WH347.**

END OF SPECIFICATIONS

Oak Ridge Pre School



UTILITY SCHEDULE					
ItemNo	Quantity	Unit	Category	Mfr	Model
1	1	ea	Dishwasher, Door Type, Ventless	Hobart	AM16VLT-BASX-4
2	1	ea	Three (3) Compartment Sink	Existing	
3	1	ea	Clean Dishtable	Hobart	

Submission Requirements:

1. A detailed bid form, which includes quantity and unit cost must be included in the bid package. Please include specification sheets on all products/terms.
2. **Two full copies of the proposal must be submitted**, with original Bid Forms included with each copy.
3. A detailed description of all warranties and support for equipment and software must be included.
4. Any license or renewal costs (if any) shall be included in notes on the Bid Form. Specifically, anticipated annually recurring costs for maintenance, support, and software updates and upgrades, if any, must be listed.
5. The amount listed on the Bid Form should reflect the **total implementation costs** of this project as submitted.
6. Please provide estimated lead time for equipment after receipt of order as well as length of time needed for install.
7. A copy of your W-9 should be included with bid documents.
8. Any questions should be directed to Mary Ann Riley via email: orspurchasing@ortn.edu

Schedule:

1. **An optional pre-bid walk through is scheduled for December 13, 2023 at 2:30pm EST. If you are unable to attend, you may request a one-on-one walk through by contacting Mary Ann Riley at 865-425-9005.**
2. Sealed bids will be opened at the School Administration Building, 304 New York Avenue, Oak Ridge, TN 37830 at **2:00 PM EST January 4, 2024.**

Bidding Procedures

Location: All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Mary Ann Riley,
Purchasing Specialist
Preschool Dish Machine &
Installation (RFP 24-006)
304 New York Ave.
Oak Ridge, TN 37830

Award of Contract: The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations, as it deems necessary, to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however, the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration. The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non-conforming, non-responsive, or conditional bids.

Bid Document: For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation."

Criminal Background Compliance: Bidders shall be required to complete the attached Criminal Background Compliance Affidavit Form in compliance with the provisions of Tennessee Code Annotated 49-5-413.

EDGAR Certification: The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

Errors in Bids: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

Facsimile transmissions: Electronic transmissions will not be accepted, except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

Hold Harmless Agreement: Bidders shall be required to complete the attached Hold Harmless Agreement.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Legal Issues: Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bids will be denied if these provisions are not included in the contract.

Non-Boycott of Israel Affidavit: Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

Non-Collusion Affidavit: Bidder shall be required to complete the attached Non-Collusion Affidavit.

Payments: Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person unless there is an emergency situation.

Purchase: No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

Sub-contracts: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

Subcontractors and employees: If work is to be performed during regular school hours when children are present, the BOE reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

Taxes: Oak Ridge Schools is tax exempt.

Tie Bids: If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

Title VI of the Civil Rights Act of 1964: All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oak Ridge Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

Vendor Indemnify: Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

Warranty: The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

Bid Form

Owner: Oak Ridge Schools Board of Education
Mary Ann Riley, Purchasing Specialist
School Administration Building
304 New York Ave
Oak Ridge, TN 37830

Project: **Preschool Dish Machine & Installation
RFP 24-006**

Bid Opening: **2:00 PM EST, January 4, 2024**

Company Name: _____

Address: _____

Phone Number: _____

Email: _____

Main Bid: *This Price is to be for the complete specified equipment and installation as outlined within this RFP 24-006. ALL COSTS ARE TO BE INCLUDED IN THE FINAL PRICE.*

Bid Amount: Dish Machine Unit Price \$ _____ Install Price \$ _____

TOTAL \$ _____ **USD**

Estimated lead time and completion date _____

Company: _____

Signature: _____

Title: _____

Date: _____

Please attach detailed specifications.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____

Name of Contractor

(Hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor: _____

By: _____

Title: _____

STATE OF _____

County of _____

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

_____.

Signature

Witness by hand and Notaries seal at office this _____ day of _____, year of _____.

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY DESIGN-BUILDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this _____ day

of _____, _____.

Signature of Officer

Notary Signature

Typed Name of Officer

Office

Notary Seal

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Signature

Date

Printed Name

Title

Name of Firm/Company

*https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Annotation_12-12-106_Iran_Divestment_Act-July.pdf

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer contracting with the Oak Ridge School Board of Education to provide services having direct contact with children or access to grounds of an Oak Ridge public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-413 as amended effective September 1, 2007, for entities entering into contracts with a local board of education where the Company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.

3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.
Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ of _____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Oak Ridge Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Oak Ridge Schools along with your proposal.

The following certifications and provisions are required and apply when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Oak Ridge Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Oak Ridge Schools believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and Oak Ridge Schools reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Oak Ridge Schools expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Oak Ridge Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when SAISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (1) Pursuant to Federal Rule (I) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- (2) No Federal appropriated funds have been paid or will be paid for 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.
- (3) 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.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**EMPLOYMENT VERIFICATION
FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by Oak Ridge Schools, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Oak Ridge Schools expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS — 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations *and* ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

DUNS #: _____

CAGE#: _____

Oak Ridge Schools RFP # _____