

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@andersontn.org
<http://andersontn.org/purchasing>

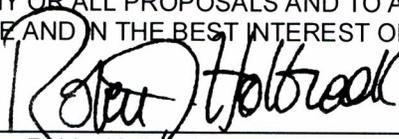
Bid No.: 2002

Date Issued: July 10, 2019

**Bids will be received until
2:30 p.m. Eastern Time on August 1, 2019**

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 PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robby Holbrook, Interim Director of Finance

BID DESCRIPTION

Bid for Walk-In Cooler for Lake City Middle School. A Mandatory Pre-Bid meetings will be held on July 18 th at 1:00 p.m. EST.
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Questions are to be emailed to purchasing@andersontn.org . Refer to General Terms and Conditions Section 1.2.
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ANDERSON COUNTY SCHOOLS CLINTON, TN 37716

SCHOOL NUTRITION PROGRAM (SNP)

CAFETERIA EQUIPMENT

WALK IN FREEZER FOR LAKE CITY MIDDLE SCHOOL CAFETERIA, 1132 SOUTH MAIN STREET,

LAKE CITY, TN 37769

FIRM FIXED PRICE

BID #2002

GENERAL

Attached are instructions and conditions for submitting a Cafeteria Equipment Bid for ANDERSON COUNTY SCHOOLS IN CLINTON, TN 37716 (Anderson County SNP). The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. The bidder will also be considered the contractor, dealer, and other terms throughout the bid document. The bidder may subcontract certain electrical/plumbing, but the bidder must supervise their services.

A Mandatory Pre-bid Meeting will be held 07/18/2019 at 1 pm EST at Lake City Middle School

DELIVERY AND INSTALLATION OF THE WALK IN FREEZER MUST BE COMPLETED AND THE UNIT FULLY OPERATIONAL BY OCTOBER 11, 2019 (SCHOOL IS OUT FROM OCTOBER 4-OCTOBER 11, SO INSTALLATION WILL OCCUR AT THAT TIME).

Sealed written bids will be received at the time and place specified on the Invitation to Bid.

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, capable of accommodating surges in volume

07/01/2019

Anderson County, TN Schools

- Inadequate staff to provide all the services required for fabrication, installation, final hook ups, etc.. that will guarantee full operation by the specified date
- Documented unacceptable product

BID AWARD

Bids are to be opened at the time specified by the county purchasing agent. Only the bottom line total figure will be read at the bid opening. The lowest total price of the unit and installation to make it functional will determine the successful bid. Bids will also be examined for compliance with specifications and conditions outlined in the bid document. Look for the "BID PRICING SHEET" to submit pricing.

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, if all other factors are equal among submitted bids.

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.

BIDS REQUESTED ON BRANDS OR EQUAL

Reference to brands or equal are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. All bidders should furnish with the bid such specifications, catalog pages, web site references, brochures or other data that will provide the school nutrition director adequate information to research and determine if the item offered will meet the needs of the school. Failure to provide this data may be considered valid justification for rejection of the bid.

REMANUFACTURED/PRE-OWNED EQUIPMENT

Not allowed.

SITE VISITS/Mandatory PreBid visit

Site visits at the specified time/date in bid documents are mandatory. A site visit is mandatory on July 18 at 1 pm EST at Lake City Middle School Cafeteria, 1132 S Main St, Lake City, TN 37769. Electrical, plumbing, other utilities, and ability to fit through existing openings will be verified at this meeting.
07/01/2019

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. Pricing is firm, fixed.

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. 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. Dialogue with the School Nutrition Program about the specifications should not occur between the solicitation and the award.

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. It will also include contractor provided foreman who will supervise installation of plumbing, materials, ventilation, labor, electrical, and any other services and materials needed to insure that unit will be operation on last day of installation. The before mentioned items will be included in the final bottom line price that is submitted by bidder.

VENDOR PERFORMANCE

If the Vendor/bidder/contractor/dealer fails in full or part to perform or comply with any provision of this bid 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)

07/01/2019

Anderson County, TN Schools

- Product does not meet bid specifications for all specs including timely installation.

INVOICES AND STATEMENTS

Three (3) invoices must be furnished to the School Nutrition Program as soon as the installation/operation is successful.

Anderson County School Nutrition Program
101 S. Main Street, Suite 470
Clinton, TN 37716-3710

PAYMENTS

Invoices will be balanced with the statement and processed for payment. Invoices 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.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations. NES, IP, NSC, NME, NSF, and energy coding must be indicated on the bid for each item.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for five (5) 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.

07/01/2019

Anderson County, TN Schools

PART I GENERAL

IT IS ANDERSON COUNTY SCHOOL NUTRITION PROGRAM'S DESIRE FOR THIS TO BE A TURNKEY BID. ANDERSON COUNTY WILL PROVIDE A DRAIN AND ACCESS TO ALL ELECTRICAL AND PLUMBING. ANDERSON COUNTY WILL REMOVE ALL IMPEDIMENTS SUCH AS A CINDER BLOCK HALF WALL, OUTLETS, AND ANY OTHER WALL OR FLOOR PLUGS THAT ARE IN THE AREA WHERE THE UNIT WILL ACTUALLY SIT. THE BIDDER/DEALER/CONTRACTOR SHALL PROVIDE OR SUBCONTRACT ALL ELECTRICAL, PLUMBING, VENTILATION, AND OTHER WORK AND CONNECTIONS NECESSARY FOR UNIT INSTALLATION AND OPERATION BOTH INSIDE AND OUTSIDE.

- A. 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.
- B. 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.
- C. 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.
- D. All equipment will be required to be demonstrated by a local manufacturer representative as requested by the owner at the site.
- E. Contractor must provide within ten (10) 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.
- F. Prints of the foregoing drawings are to be submitted to Owner for approval before proceeding with fabrication.
- G. 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.
- H. 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.

.02 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.

.03 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.

.04 WORK NOTES:

- A. **All plumbing, electrical and ventilation work required before delivery and set up will be discussed at prebid site visit.**
- B. Any sleeves or conduit required for refrigeration, tubing lines furnished and installed by awarded bidder or his or her sub-contractor.
- C. Refrigeration work done by Food Service Equipment Dealer is to include electrical and plumbing connections to compressors, blower coils, controls, etc. **The final connections are to be made by the Food Service Contractor and said contractor will supply connections for all accessories i.e. wiring to light fixtures, heated tape, door accessories. The food service contractor will supply the control wiring as required from the compressor to the coils located in the walk in.** All line and disconnect switches, safety cut-outs, control panels, fuse boxes, or other electrical controls, fittings, and connections furnished and installed by Food Service Contractor and their sub-contractors.
- D. Dealer/Bidder/Contractor is responsible for leveling floors with stable industry acceptable materials. The bidder should check the existing concrete floor at the prebid meeting.

Any sprinkler work required by ANDERSON COUNTY Fire Marshal will be by other than dealer/bidder/contractor.

THE NEXT PAGES ARE SPECIFICATIONS

SECTION 1 WALK IN SPECIFICATIONS:

Please see drawings for sizes.

GENERAL SPECIFICATIONS:

The **THERMO-KOOL (as a minimum acceptable example)** walk-in specified shall be prefabricated modular construction. Other brands can also be considered after approval of submitted substantiation of quality. It shall be designed and constructed to allow fast and easy field assembly, disassembly, relocation and enlargement by the addition of like modular panels. Walk-in shall be designed and constructed as shown on plan. Overall size of walk-in shall be **actual dimensions** to fit exact job site requirements. 6'6" X 18' X 8'6" HIGH

PANEL CONSTRUCTION:

Wall and ceiling panel widths shall be within **1" increments up to 46" wide**. Corner panels shall be 90 degree angle, 12" x 12". All panels shall be interchangeable with like panels for fast and easy assembly. **Partition panel placement shall be within 1" increments to meet shelving space requirements.**

All panels shall consist of metal pans formed to precise dimensions. Metal finish to be as specified. Insulation shall be "foamed-in-place" urethane to bond permanently to complete inner surfaces of both interior and exterior metal pans to form strong rigid unit. Panels shall not have internal wood or metal support, framing, straps, or other non-insulating members. Each panel shall be 100% urethane foam insulation exclusive of metal pans. Perimeter structure shall be formed of **DURATHANE**, high density urethane insulation forming tongues and grooves to assure vapor and airtight joints and to prevent pre-installation damage and deterioration of exposed urethane surfaces.

WARRANTY:

Panels shall be covered by a Ten-Year Factory Warranty.

INSULATION:

Insulation shall be 4" or 5" thick rigid, zero ozone depleting HFC 134a blown Class I urethane foam classified according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. The core material has a flame spread of 25 or less and a smoke density of 250.

The urethane foam is foamed-in-place to bond to inner surfaces of metal pans having an average thermal conductivity (K factor) of 0.13 BTU/hr./sq. ft. per degrees /Fahrenheit/inch. As tested in accordance with ASTM C 518-2004,

The R factor for both coolers and freezers is 32.

The prefabricated urethane foamed panels shall be supplied with a Class I fire hazard classification according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. Panels shall have a flame spread rating of 25 or less and bear a certifying Underwriters Laboratories, Inc. label.

This rating is not intended to reflect hazards presented by this or any other material under actual fire conditions

METAL FINISHES:

Exposed Exterior: White Stucco Aluminum

Unexposed Exterior: Stucco Aluminum

Interior Walls: Stucco Aluminum

07/01/2019

Anderson County, TN Schools

Interior Ceilings: White Stucco Aluminum
Interior Floors: 1/8" Aluminum Treadplate DURA-FLOOR

PANEL LOCKING ASSEMBLIES:

Assembly of walk-in shall be accomplished by "Insta-Loks" consisting of cam-action hook arm assembly set in one panel and a self-aligning, self-centering, pin assembly set in the matching panel. All vertical joints must have a minimum of three **Insta-loks**. Rotation of the cam-action hook arm shall pull and lock panels together to form airtight, vapor proof joints. No metal straps or connecting rods shall be used inside the panels. Rotation of the cam-locks shall be operated from inside the walk-in through access ports that are sealed with vinyl snap-in closures.

PANEL GASKETS:

NSF listed double-bead vinyl gasket shall be applied to the tongue side of all panels, on both interior and exterior. Gaskets shall be impervious to stains, grease, oils, mildew, sunlight, etc.

ENTRANCE DOOR AND FRAME:

Walk-in compartment shall be equipped with a 34" x 76" (contact factory for additional sizes) hinged-type, flush-mounted entrance door mounted in a nominal 4', 5' or 6' frame and located in exact location as shown on drawing. **Door placement shall be within 1" increments to meet shelving space and job site requirements.** Door shall be manufactured to accommodate floor construction. Door and frame shall be listed by Underwriters Laboratories and bear the UL Seal of Approval and be equipped with the following:

Door shall be equipped with a one-piece perimeter PVC accordion type removable gasket with magnetic core at the top and along the side perimeter of the door. An adjustable wiper gasket shall be mounted along the bottom edge of the door.

Latch shall be break-a-way type with cylinder lock and inside safety release handle so the door can be opened from the inside even if locked. A positive action hydraulic door closer shall be included to ensure gentle closing action of door to opening and to ensure positive closing of door. The latch shall be of high pressure zinc die cast with highly polished chrome finish.

Hinges shall be adjustable with built-in spring action. Strap shall adjust horizontally, providing door lift and rotation to keep door square and prevent energy loss from sagging doors. Cam-rise assists closing and reduces gasket wear. Flange shall have a removable cap, allowing lift-off of door without removing hinges.

Door frame shall consist of **heavy reinforced steel "U" channel frame** to encompass entire perimeter of opening, foamed-in-place to give extra support and rigidity to frame and to prevent racking, distortion, warping and twisting. A backup must be welded for added strength.

An armored anti-sweat heater cable shall be run in a breaker strip located behind a removable heavy gauge stainless steel trim for easy access to heater cable. Heater cable shall be run under threshold consisting of heavy reinforcement "U" channel breaker strip and heavy gauge stainless steel threshold.

A back up door heater is required.

Door section shall be provided with an operating toggle switch and pilot light mounted on the exterior side of the door frame. An incandescent vapor proof light and face mounted inlet box shall be mounted on the interior side of the

07/01/2019

Anderson County, TN Schools

door frame for 115 volt, 60 cycle, 1 phase A.C. service. All wiring shall be in concealed rigid conduit. A 2-1/2" diameter chrome face, flush mount, dual reading, adjustable dial thermometer shall be provided on exterior of door section to provide temperature reading of -40 degrees C to +150 degrees C.

Vinyl Strip Curtains/Doors: To minimize infiltration of air when doors are open a vinyl strip curtain or vinyl door shall be provided.

TREADBRITE KICKPLATES:

Door shall have aluminum diamond treadbrite kick plates 36" high on the interior and exterior. Diamond tread kick plates shall be mounted with adhesive and sealed with silicone. **No external fasteners such as screws or pop rivets shall be applied as fastening for the diamond tread kick plates.**

LED LIGHT FIXTURES:

LED light fixtures shall be provided in quantity as required. (Energy efficient lighting required to meet 2009 Energy Code.) Must have switch with pilot light.

Contractor must furnish CORRECT LED BULBS as required for Cooler and Freezers for all projects.

HEATED PRESSURE RELIEF VENT:

Freezer shall be equipped with a two-way heated pressure relief vent to equalize pressure between the interior and exterior caused by defrost cycles and opening of door. Electrical service to be 115v/60/1 phase.

FLOOR CONSTRUCTION:

THERMO-KOOL DURA-FLOOR: For additional stationary floor load strength of up to 12,000 lbs. per square foot THERMO-KOOL's DURA-FLOOR shall be provided which shall consist of an interior surface of foamed-in-place 1/8" Aluminum Treadplate with high density urethane support structures foamed-in place on interior of floor panel and firmly attached to a foamed-in-place plywood subfloor

INTERIOR RAMP:

To eliminate a step-up the walk-in shall be equipped with an interior **built-in foamed-in-place ramp** at entrance door. The interior ramp shall have an NSF approved cove and have a non-skid surface and be equipped with a threshold and heater wire on freezer applications. Interior ramp shall be width of door opening x 24" depth.

TRIM AND ENCLOSURES:

Trim matching the walk-in finish and fabricated to fit building conditions shall be supplied to close all joints between walk-in and building walls. Enclosure panels matching the walk-in finish shall be supplied to close off space between top of walk-in and building ceiling.

CLOSURE SHALL BE PROVIDED AT THE TOP FRONT AND RIGHT SIDE OF THE WALKIN PER THE DRAWING AND ALONG THE TWO SIDES WHERE THE WALKIN IS ADJACENT TO THE BUILDING WALLS. CEILING HEIGHT OF DROP CEILING IS 8'-6"

ALUMINUM TREADPLATE 36" HIGH IS REQUIRED FOR THE FRONT ONLY FOR WAINSCOT. THIS WILL BE SHIPPED LOOSED FOR FIELD INSTALLATION.

07/01/2019

Anderson County, TN Schools

ALARM:

Walk-in shall be equipped with audio-visual alarm(s) that activate when temperature rises above desired setting. Alarm sensor is to be located in the return air stream of evaporator coil. Control panel shall be located at front of walk-in or at other pre-specified location. When temperature rises above predetermined setting a red light and buzzer activates. (Model (1) Thermo-Kool TK4700 walk-in monitor system with TK4 panic switch, motion detector, battery backups, dry contacts and thermostatically controlled heater wires).

REFRIGERATION :

Basic refrigeration components shall consist of a condensing unit of the Scroll type. Condensing units shall be factory assembled and UL approved. The condenser shall be air-cooled. Refrigerant for medium and low temperature systems shall be R448-A. "Spacemizer Coils" should be used.

4 1/2 HP, Remote Pre Assembled Refrig. System Model MOZ045L63 208-230/60/3 Low Temperature, base, weather hood, winter controls, Scroll, Air-cooled, R448A, QRC (20 MCA, 30 MOPD, 20.4 Compressor amps) with 2 SME065 208-230/60/1 coil (1 fan amps, 8.7 heater amps) with EC motor and Quick Response Controller.
Accessories: 1 ea Suction Accumulator.

DEALER MUST VERIFY VOLTAGE AND PHASE BEFORE ORDERING

Evaporators shall be forced air type with air flow parallel to the walk-in ceiling. Evaporators shall be a space mizer series. All evaporator coil components shall be housed in heavy gauge aluminum housing. Units shall have drain pan with drain pipe connection.

Units shall have drain pan with drain pipe connection. Evaporators shall be equipped with an automatic electric defrost system including coil heaters, time clock, fan delay control, drain line heaters and liquid line solenoid.

All parts shall be factory mounted.

Remote Preassembled the system requires tubing, electrical hook-up, drain line and refrigerant charge supplied by qualified refrigeration, electrical and plumbing contractors.

A low ambient kit and weatherproof housing shall be supplied with condensing units. The low ambient kit shall consist of a crankcase heater and headmaster valve.

DRAIN LINES: All evaporator coils shall be provided with proper sized drain lines, supplied and field installed by contractor. Drains shall be trapped outside of walk-in. Drain shall be heated and insulated to prevent freezing. All plumbing to be in accordance with applicable codes.

Contractor shall be responsible for providing units completely installed and operational. Cooler to operate at +35 degrees Fahrenheit and Freezer to operate at -10 degrees Fahrenheit.

NSF CONSTRUCTION: The walk-ins provided in the above specifications shall be constructed in accordance with National Sanitation Foundation, Standard No. 7. The NSF approval seal shall be affixed to the serial plate of the walk-in.

07/01/2019

Anderson County, TN Schools

QUALITY INSPECTION REQUIREMENTS:

Walk-ins shall be set up at the manufacturer's facility prior to shipment and a quality control inspection performed on the product. A digital photograph of the walk-ins set up at the manufacturer's facility shall be provided for the Food Equipment Contractor's permanent records.

INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTIONS:

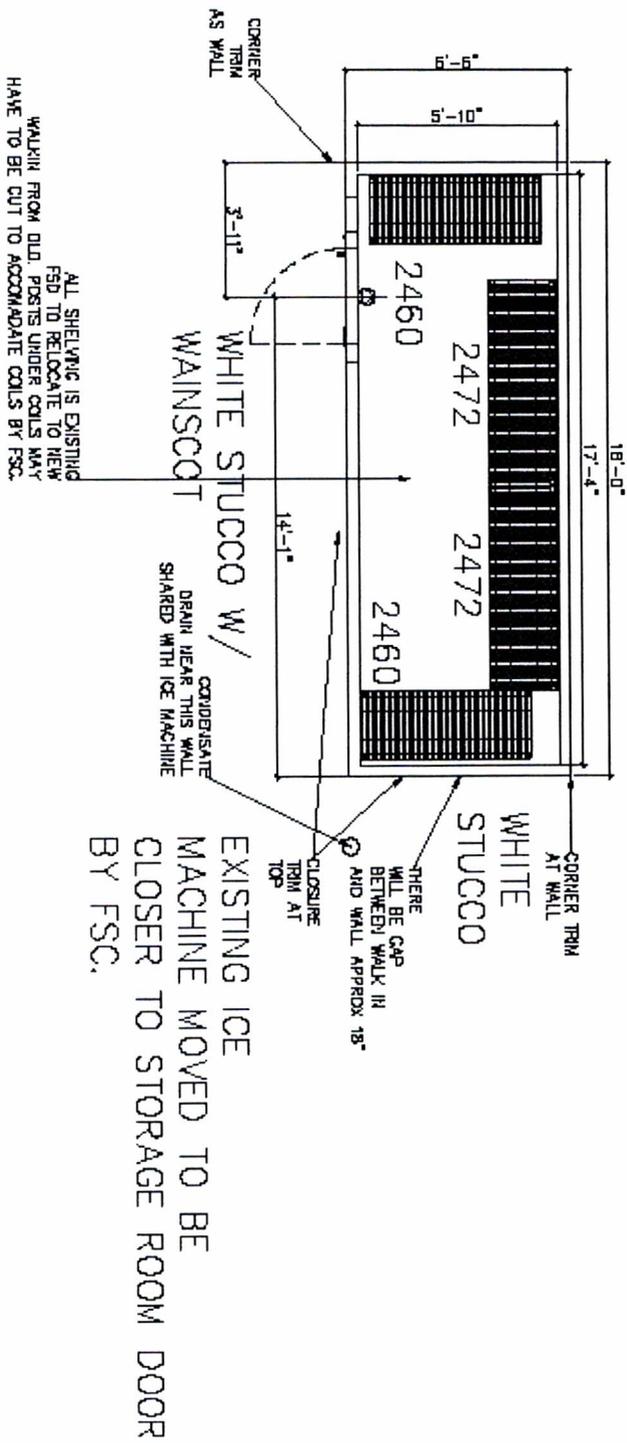
The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule.

Any and all variances in construction, design, performance and accessories from the item specified must be submitted in writing to the owner supervisor in addition to detailed manufacturers specifications ten days prior to bid opening.

Successful Food Service Dealer responsible for delivering and erecting walk-in and completing installation of refrigeration systems including drain lines.

SPECIAL NOTES:

- FOOD SERVICE DEALER (FSD) WILL RELOCATE ICE MACHINE AS NEEDED TO ACCOMODATE WALK IN
- FOOD SERVICE DEALER WILL RELOCATE EXISTING SHELVING UNITS TO NEW WALK IN FREEZER AND CUT POSTS AS REQUIRED FOR COIL LOCATIONS.



07/01/2019

BID PRICING SHEET

Dealer/Bidder/Contractor Name _____

Date _____

Bid for the Actual Walk in Freezer unit, delivered and erected \$ _____

Bid for Labor and Materials to install and render Walk in Freezer Operational \$ _____

Total Turnkey Bid Price for Lake City Middle School Walk in Freezer \$ _____

Signature of Authorized Bid Submission Representative _____

Attachment 1
BID NUMBER: 2002 – Walk-In Cooler for Lake City Middle School

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)

Attachment 2

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: _____



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:

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

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

Bidders Statement and Certification

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

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

**ATTACHMENT 5
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

07/01/2019

Anderson County, TN Schools

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

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

Signature(s)

Date

Attachment 8 - Statement of No Bid

Bid # _____

Anderson County continually seeks to improve processes. The below feedback from Vendors that provide the requested goods and/or services but decline to bid is much appreciated.

We, the undersigned, have declined to submit a bid for the following reason(s):

- _____ Specification too restrictive: i.e., geared toward one brand or manufacturer
- _____ Insufficient time to respond to the Solicitation
- _____ We do not offer this product or service
- _____ Our schedule would not permit us to provide in the time allotted
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (please explain below)
- _____ Unable to meet insurance requirements
- _____ Other (please specify below)

Remarks:

Vendor Name: _____

Signature/Title: _____

Telephone: _____ Date: _____