

2023-08-143 - SHELVING – ROANE COUNTY SCHOOLS (REBID)

The Roane County Purchasing Department will receive sealed bids for **SHELVING REPLACEMENT IN ROANE COUNTY SCHOOLS** as specified herein. Bids are to be received by **2:00:00 p.m. on Thursday, January 12, 2023**. Late submittals will neither be considered nor returned. **Pages 14-24 must be returned in your envelope for your bid to be considered.**

The delivery addresses are Roane County High School, 540 W Cumberland St., Kingston, Tennessee 37763; Bowers Elementary School, 120 Breazeale St., Harriman, TN 37748; Midway High School, 530 Loudon Hwy, Kingston, TN 37763.

Deliver Bids To:

Bid Number #2023-08-143 (REBID)
Roane County Purchasing Department
200 East Race Street, Suite 3
Kingston, Tennessee 37763

The Bid Envelope must show the Company Name, Bid Name, Bid Number & Bid Opening Date.

Purchasing Contact Information

Lynn Farnham, CPPO, CPPB
Roane County Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountyttn.gov

GENERAL TERMS & CONDITIONS

1. Addenda

No modifications to the Invitation to Bid (ITB) shall be binding upon the ROANE COUNTY SCHOOLS unless made in writing by an authorized representative of the Roane County Purchasing Department. Bid addenda, if issued, are sent to registered bidders. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly.

Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to ITB documents and to allow responders to resubmit their responses accordingly.

All questions concerning the ITB are to be submitted in writing to the Purchasing Department.

2. Appropriation

In the event no funds are appropriated by ROANE COUNTY SCHOOLS for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever comes first, with no further obligations owed to or by either party.

3. Assurance Statement:

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131- 12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status,

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family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

4. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. If specified items are discontinued, replaced or will not be available for an extended period of time, bidder shall notify the Roane County Purchasing Department and the ROANE COUNTY SCHOOLS no less than 96 hours prior to the bid deadline, excluding weekends and legal holidays.

5. Award

The right is reserved, as the interest of the ROANE COUNTY SCHOOLS may require, to reject any and all bids and to waive any informality in bids received. The ROANE COUNTY SCHOOLS reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity bid upon unless qualified by specific limitation of the bidder. The ROANE COUNTY SCHOOLS also reserves the right to not award this bid. Contract award, if made, shall be to the responsive, responsible bidder submitting the lowest bid. (*Responsive Bidder* is defined as a contractor, business entity or individual who has submitted a bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance. *Responsible Bidder* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) In the event tie bids are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of this bid must be submitted in writing to the ROANE COUNTY SCHOOLS Nutrition Department and received no later than five (5) calendar days from contract award date.

The contract will be awarded to the bidders whose bid is the lowest from a responsive and responsible bidder for the area of distribution. Regardless of the procurement method used, price is the final determining factor for awarding the contract. Vendors are requested to note on their bid document that is submitted if they will honor bid pricing for one year from the award date.

6. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, ROANE COUNTY SCHOOLS may cancel this contract or affirm the contract and hold the seller responsible for damages.

7. Bid Acceptance

Bid prices quoted shall be held firm and subject to acceptance by the ROANE COUNTY SCHOOLS for a period of 60 calendar days from the bid deadline, unless bidder indicates otherwise in their bid. If awarded the bid within the time frame specified, bidder agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

8. Compliance with Applicable Laws

The bidder shall comply with all laws relating to the manufacture, sale and purchases of items or services by ROANE COUNTY SCHOOLS Governments insofar as they pertain to the purchase made under this contract.

9. Conflict of Interest

No employee, officer or agent of ROANE COUNTY SCHOOLS shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The ROANE COUNTY SCHOOLS employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its bid, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of ROANE COUNTY SCHOOLS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

10. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by ROANE COUNTY SCHOOLS Purchasing Agent. No other individual is authorized to modify the contract in any manner.

11. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order signed by the School Nutrition Supervisor or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by ROANE COUNTY SCHOOLS of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by ROANE COUNTY SCHOOLS of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

12. Debarment and Suspension

USDA/FNS follows the guidance in 2 CFR part 180, OMB Guidelines to agencies on Governmentwide Non-procurement Debarment and Suspension, as well as related Executive Orders 12689 and 12549, which requires verification that the person with whom they intend to do business has not been excluded or disqualified when entering into a transaction covered by this section. This verification will be done by completing the attached form at the end of this document.

By signing this proposal, the Contractor certifies that it and its current principals, and its current subcontractors and their principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (B) Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- (D) Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified. The bidder must complete the USDA Debarment and Suspension Certification form.

13. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

14. Definitions

- (A) The ROANE COUNTY SCHOOLS, Tennessee, and includes its designated representatives.
 - (B) The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
 - (C) The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.
 - (D) A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
 - (E) "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.
- The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract

15. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this ITB. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller.

To ensure adequate service level to the people, ROANE COUNTY SCHOOLS requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, ROANE COUNTY SCHOOLS reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

16. Federal Tax and State Sales Tax

Purchases by ROANE COUNTY SCHOOLS are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by ROANE COUNTY SCHOOLS upon the Contractor's request.

17. Force Majeure

Neither party shall be liable for delays, or defaults in the performance of this contract due to Force Majeure or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

18. Future Purchases – Bid Renewal

Unless otherwise noted, Roane County reserves the right to purchase goods or services for one year from the date of the award of the contract at the same price and terms and conditions. Further, Roane County reserves the right to renew all aspects of the bid one (1) year at a time for additional years in one (1) year increments as noted in the bid specifications. There is no guarantee that this contract will be considered for renewal.

19. Governing Law

This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall be exclusive and concurrent jurisdiction of any disputes which arise hereunder.

20. Indemnification and Insurance

- (A) The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
- (B) The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.
- (C) Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the ROANE COUNTY SCHOOLS, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

21. Incurred Cost

ROANE COUNTY SCHOOLS will not be liable in any way for costs incurred by any bidder in the preparation and submission of its bid, nor for the participation in any required meetings, discussions, or negotiations.

22. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent contractors and that ROANE COUNTY SCHOOLS shall not be responsible for any payment, insurance, or incurred liability.

23. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the ROANE COUNTY SCHOOLS pursuant to this contract shall be deemed accepted until ROANE COUNTY SCHOOLS has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect ROANE COUNTY SCHOOLS discount privileges or exclude any other legal, equitable or contractual remedies the ROANE COUNTY SCHOOLS may have therefore been involved. Performance of services shall be completed to ROANE COUNTY SCHOOLS satisfaction.

24. Iran Divestment Act

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

25. Invoices

Invoices shall be submitted to the Roane County Accounting Department, PO Box 643, Kingston, TN 37763 and Roane County School Nutrition, 105 Bluff Rd, Kingston, TN 37763. Invoices may also be submitted electronically to the Accounts Payable Clerk. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

26. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline. The time of record will be the date/time stamp ROANE COUNTY SCHOOLS Purchasing Department. Late bids will not be considered or returned. Bids are considered late if received after 2:00:00 p.m. on the bid opening date.

27. Limitations of Liability

In no event shall ROANE COUNTY SCHOOLS be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if ROANE COUNTY SCHOOLS has been advised of the possibility of such damages.

28. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by signed written notice to ROANE COUNTY SCHOOLS Purchasing Department or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the bid deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a bid. An electronic notice with an authorized signature would be acceptable for bid modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The electronic communications shall not reveal the bid price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by ROANE COUNTY SCHOOLS until the sealed bid is opened.

29. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this ITB, require that all decisions made as to matters concerning this bid be made on an individual firm basis. The bidder certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. This verification will be done by completing the attached form at the end of this document. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

30. Notification to County

If no bid is to be submitted in response to this ITB, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on ROANE COUNTY SCHOOLS vendor list for future solicitations.

31. Notice and Service Thereof

Any notice to any contractor from ROANE COUNTY SCHOOLS relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

32. Packaging

ROANE COUNTY SCHOOLS will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

33. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against ROANE COUNTY SCHOOLS, or those selling or using ROANE COUNTY SCHOOLS product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

34. Possession of Weapons

All vendors and their employees and their agents are prohibited from possessing any weapons on ROANE COUNTY SCHOOLS property. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

35. Preparation of Bids

- (A) Bidders are expected to examine all bid documents. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.
- (C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.
- (E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.
- (F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.
- (G) Bidders are cautioned to check their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

36. Protest Procedure

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:

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- A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

37. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

38. Public Information

The vendor understands that any material supplied to ROANE COUNTY SCHOOLS Purchasing Department may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

39. Qualifications of Bidders

ROANE COUNTY SCHOOLS Purchasing Department may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as ROANE COUNTY SCHOOLS Purchasing Department may request. ROANE COUNTY SCHOOLS Purchasing Department reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy ROANE COUNTY SCHOOLS that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

40. Quantities

ROANE COUNTY SCHOOLS assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to ROANE COUNTY SCHOOLS rejection and return at seller's expense.

41. Registration

Vendors are to register to be on the Roane County vendor list by going to the County's website at www.roanecountyttn.gov. Select Purchasing Department and click on vendor registration. Vendors are responsible for keeping their information current.

42. Remedies

ROANE COUNTY SCHOOLS shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

43. Regulation Compliance

The Contractor shall comply with the following requirements insofar as they apply to the performance of this contract:

- (A) **"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 41CFR 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 1375,"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.
- (B) **Clean Air Act (42U.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.7401-76711) 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 Protections Agency (EPA). Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
- (C) **CFR 200 Appendix11 (1); 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 and 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 disclosure are forwarded from tier to tier up to the non-Federal award.
- (D) **Encouraging Small and Minority Owned Businesses-** To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements. It is the intent of Roane County Schools School's Department of School Nutrition to involve and utilize

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the best product/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with solicitation whenever they are possible sources.

44. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective bidder to notify ROANE COUNTY SCHOOLS Purchasing Department if there is a question as to the specifications or bidding procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the bid deadline, excluding weekends and legal holidays. These requirements also apply to specifications or procedures that are in error or ambiguous.

45. Right to Inspect

ROANE COUNTY SCHOOLS reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

46. Severability

If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

47. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by ROANE COUNTY SCHOOLS.

48. Submissions of Bids

- (A) Bids shall be enclosed in a sealed envelope and addressed to the:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TN 37763

The name and address of the bidder shall be identified on the face of the envelope along with the bid number and title. Bids for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.

- (B) ROANE COUNTY SCHOOLS Purchasing Department does not accept bids by facsimile or any electronic transmission. See Clause 12 under Terms and Conditions of the Invitation to Bid regarding bid modifications or withdrawal.

- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to ROANE COUNTY SCHOOLS unless otherwise specified by ROANE COUNTY SCHOOLS. If not consumed by testing, samples will be returned at bidder's request and expense unless otherwise specified in the Invitation.

49. Termination of Contract

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, ROANE COUNTY SCHOOLS may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. ROANE COUNTY SCHOOLS expressly retains all its rights and remedies provided by law in case of such breach, and no action by ROANE COUNTY SCHOOLS shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as ROANE COUNTY SCHOOLS Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by ROANE COUNTY for due cause, the vendor may be barred from bidding on ROANE COUNTY SCHOOLS contracts for a period of 12 months.

The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days. From this notice to the termination date to the Contractor.

SPECIAL PROVISIONS

Background Check

Any employee of the successful vendor or subcontractor must submit to a criminal history, records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful proposer must return the attached compliance form to ROANE COUNTY SCHOOLS prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained from ROANE COUNTY SCHOOLS.

Bid Evaluation and Award

ROANE COUNTY SCHOOLS Purchasing reserves the right to accept or reject any or all bids, and does not guarantee that a contract will result from this ITB. ROANE COUNTY SCHOOLS Purchasing reserves the right to award to the responsible bidder whose bid, conforming to all the material terms and conditions of the ITB, is the lowest in price. The bidder may be required by ROANE COUNTY SCHOOLS to prove their financial and productive

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capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the ROANE COUNTY SCHOOLS, upon request, three (3) customer references of similar work performed by the bidder.

Bid Submittals

Bid signed by an authorized company official shall be submitted to:
ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TN 37763

To be accepted, bids must be submitted:

- In a sealed envelope.
- Received at the above address no later than **2:00:00 p.m. (EDT) on Thursday, January 12, 2023**

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

- Pricing sheets, page 15.
- Other mandatory documents as required

Schedule of Events: The following Schedule of Events represents the ROANE COUNTY SCHOOLS best estimate for this ITB.

EVENT	TIME (Eastern Daylight Savings)	DATE (all dates are County business days)
1. Invitation to Bid Issued		December 16, 2022
2. Deadline for brand alternate submittal	3:00 p.m.	January 2, 2023
3. Notification of brand alternate acceptance	3:00 p.m.	January 6, 2023
4. Bid Opening	2:00 p.m.	January 12, 2023
5. Contract Award	2:00 p.m.	January 18, 2023
6. Bid documents available for inspection per the Open Records Act.		

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

- **PLEASE NOTE ON YOUR BID DOCUMENT THAT PRICING WILL BE HELD FOR ONE YEAR FROM BID OPENING DATE.**
- **THIS BID WILL BE AWARDED TO A SINGLE FOOD SERVICE DEALER.**
- **FOOD SERVICE DEALERS ARE REQUIRED TO HOLD A CONTRACTORS LICENESE.**

Intent

It is the intent of this Invitation to Bid (ITB) to procure a contract for the purchase, delivery and installation and/or set in place for final connections by others OR equipment per specifications, units are to be cleaned and ready for use, for the ROANE COUNTY SCHOOLS.

Brand Names

Bids are requested on brands or pre-approved equal: Unit price bids are requested on products that are equal to or exceed the quality and performance of the brands and model numbers listed. References to the brand names, trade names, model numbers, or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is presented by **3:00 p.m. (EDT) on Monday, January 2, 2023**, ROANE COUNTY SCHOOLS final decision will be made by **3:00 p.m. (EDT) on Friday, January 6, 2023** as to whether or not the alternate item is acceptable. It is the responsibility of the bidders to furnish specifications, catalog pages, brochures, spreadsheet comparisons and other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered.

If requested by ROANE COUNTY SCHOOLS, bidders shall have a display model available for inspection.

Contract Period

If awarded, the bid period for this award shall be a one-year period. Contract pricing shall be firm for one (1) year.

Insurance

The successful bidder is required to provide a Certificate of Insurance to **ROANE COUNTY SCHOOLS** Purchasing Department naming **ROANE COUNTY SCHOOLS** as additional insured. The Certificate must be turned in to the **ROANE COUNTY** Purchasing Department prior to contracts being signed or purchase order is issued. Complete certified copies of insurance policies shall be provided upon request. The contractor must maintain the insurance coverage required by **ROANE COUNTY SCHOOLS** while this contract is in force, and shall provide documentation of such insurance in a

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form satisfactory to the **ROANE COUNTY SCHOOLS** Purchasing Department. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

Payment

A Purchase Order will be issued to the contractor by ROANE COUNTY SCHOOLS Purchasing Department. Upon receipt of an invoice, which must list in detail the work performed, the ROANE COUNTY SCHOOLS Accounts Payable Department shall remit payment in the form of a check to the Contractor. ROANE COUNTY SCHOOLS is tax exempt, a Certificate of Tax Exemption will be provided to the Contractor upon request. ROANE COUNTY SCHOOLS *will pay no more than the bid price.*

Records

The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the ROANE COUNTY SCHOOLS, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

Quantities

ROANE COUNTY SCHOOLS does not guarantee any purchase will be made as a result of this ITB; also, ROANE COUNTY does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this ITB.

Scope of Work

The successful bidder shall provide equipment that meets the enclosed specifications. All pricing to include delivery, uncrate and set in place with all crating material removed from the site ready for final connections by others. New units are to be cleaned and ready for use. **UNLESS SPECIFICATION CALL FOR FINAL INSTALLATIONS.** It is the bidder's responsibility to visit the jobsite, and to work with the ROANE COUNTY to verify the feasibility of installation of new equipment at any location and all electrical and installation requirements per code.

The Contractor will give a projected lead-time to the County at the time of ordering. If the lead-time exceeds the projected lead-time Roane County Schools can review the lead time before acceptance and reserves the right to cancel the order. ROANE COUNTY SCHOOLS anticipates installation shortly thereafter.

Warranty

Equipment supplied in accordance with this ITB must include a minimum standard one (1) year parts and labor warranty.

SPECIFICATIONS

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

INSTRUCTIONS, SPECIFICATION AND SCOPE OF WORK GENERAL REQUIREMENTS

FOOD SERVICE EQUIPMENT:

PART I GENERAL

2.01 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.
- 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 all schools to confirm fit 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.

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- 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.
- 2.02 RELATED DOCUMENTS:
- A. All of the standards Roane County purchasing procedures apply to any and all equipment purchases by the owner.
- 2.03 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 and/or Sub-Contractor maybe required to supply three references of projects completed in a 250 mile radius of ROANE COUNTY, 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.**
- F. **All equipment will be required to be demonstrated by a local manufacturer representative as requested by the owner at the site.**
- 2.04 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.
- 2.05 SANITARY CONSTRUCTION AND COMPLIANCE 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 Roane County 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.
- 2.06 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.
- 2.07 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.
- 2.08 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.

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2.09 WORK NOTES:

- A. ALL EXISTING WOODEN SHELVING WILL BE REMOVED AND DISPOSED OF BY THE FOOD SERVICE CONTRACTOR.
- B. The complete installation described herein is intended to be completed by the Food Service Dealer for each piece of equipment listed.
- C. Multiple trips will be required to complete the installation of all the equipment as some equipment will have shorter lead times and can be installed earlier than others i.e. walk in.

ITEM 1: WALK IN COOLER SHELVING SPECIFICATIONS (1-LOT REQ'D)

ROANE COUNTY HIGH SCHOOL COOLER

ITEM 1 COOLER SHELVING

30 Each Metro Model No. 2460NK3 Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal™ Green epoxy- coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

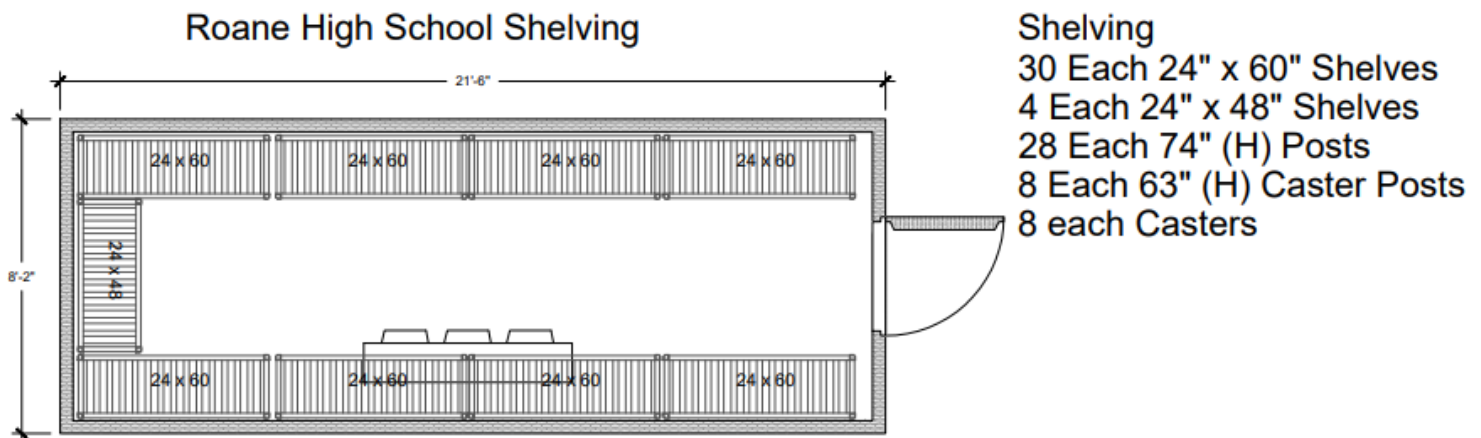
4 ea 2448NK3 Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

28 ea 74P Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish

8 ea 63UP Super Erecta® Post, 61-13/16"H, for use with stem casters, chrome plated finish

4 ea 5MP Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, polyurethane flat wheel tread, includes bumper

4 ea 5MPB Super Erecta® Stem Caster, swivel (with foot operated brake), 5" dia., 1-1/4" face, 300 lb. capacity, polyurethane flat wheel tread, includes bumper



BOWERS ELEMENTARY SCHOOL COOLER

ITEM 2 COOLER SHELVING

8 ea Metro Model No. 2460NK3 Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal™ Green epoxy- coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

11 ea 2448NK3 Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

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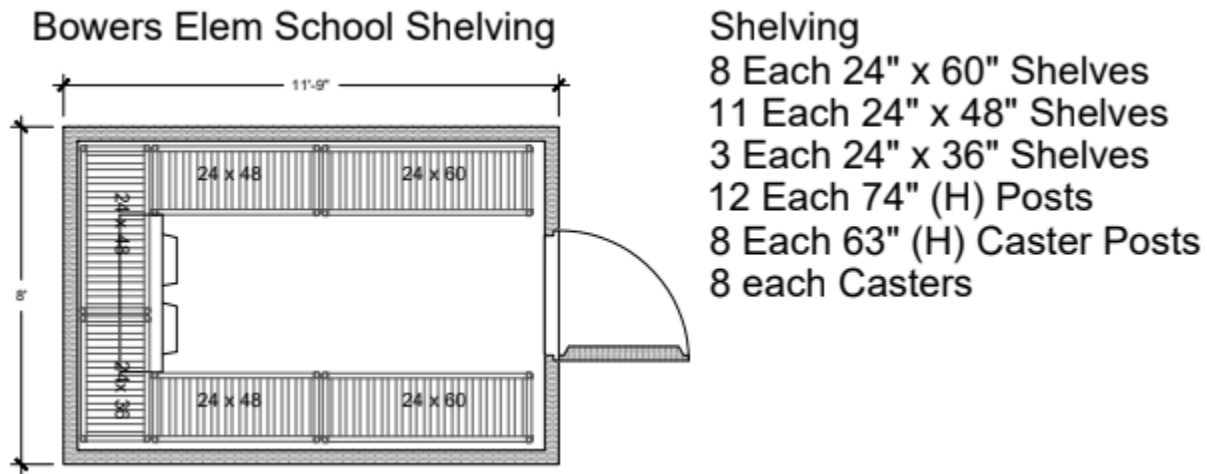
3 ea 2436NK3 Super Erecta® Shelf, wire, 36"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

16 ea 74P Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish

8 ea 63UP Super Erecta® Post, 61-13/16"H, for use with stem casters, chrome plated finish

4 ea 5MP Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, polyurethane flat wheel tread, includes bumper

4 ea 5MPB Super Erecta® Stem Caster, swivel (with foot operated brake), 5" dia., 1-1/4" face, 300 lb. capacity, polyurethane flat wheel tread, includes bumper



MIDWAY HIGH SCHOOL DRY STORAGE

ITEM 3 DRY STORAGE SHELVING

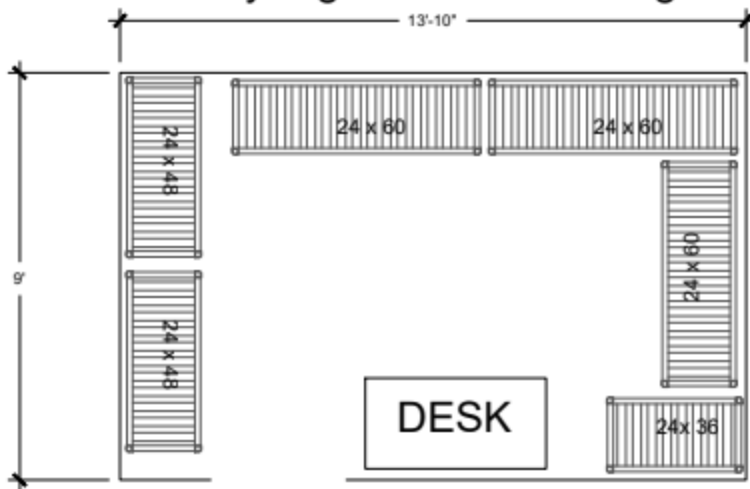
12 ea Model No. 2460NK3 Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

8 ea 2448NK3 Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

4 ea 2436NK3 Super Erecta® Shelf, wire, 36"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

24 ea 74P Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish

Midway High School Shelving



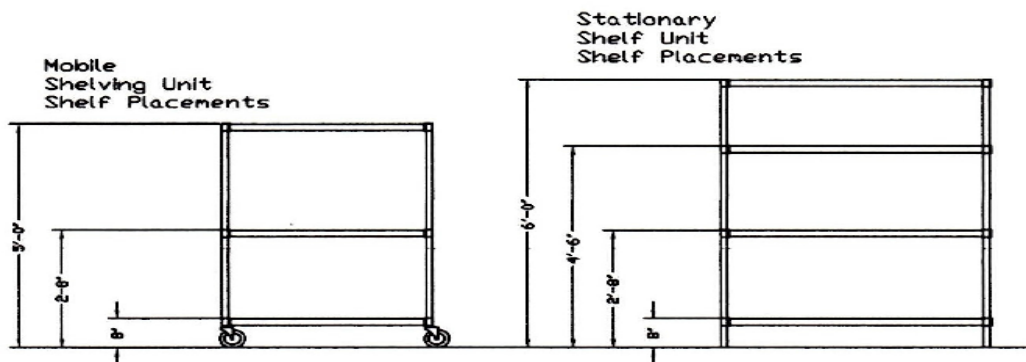
Shelving

12 Each 24" x 60" Shelves

8 Each 24" x 48" Shelves

4 Each 24" x 36" Shelves

24 Each 74" (H) Posts



It is the Food Service Dealer to verify shelving before ordering to fit the conditions of existing walk-ins correctly. Location of the doors, coils and size of the walk in can factor in changes to the shelving. Three tier mobile shelving unit under evaporator.

END SPECIFICATIONS

PRICING	
Pricing shall include the purchase, delivery, complete installation (including labor, materials, travel, permits, et cetera) and warranty of the food service equipment as specified in this ITB. LIST OF EQUIPMENT PER ITEM # <div style="text-align: center;"> ITEM 1: <u>WALK IN COOLER SHELVING ROANE COUNTY HIGH</u> ITEM 2: <u>WALK IN COOLER SHELVING BOWERS ELEMENTARY</u> ITEM 3: <u>DRY STORAGE SHELVING MIDWAY HIGH</u> </div> <div style="text-align: right; margin-top: 20px;">\$ GRAND TOTAL</div>	Package 1. 2. 3.
Lead time for equipment after receipt of order:	A.R.O.
Length of time for installation only:	
Payment Terms: Offers of less than 20 days will not be considered in bid evaluation. If no other terms are quoted and accepted Roane County School Nutrition normal payment terms of <i>Net 30</i> will be adopted.	
Will your company accept payment via ACH deposit? ACH is an electronic deposit into your bank account from our bank account. Deposit would be made instead of processing a check. <i>*If yes, forms can be submitted after a contract award is made.</i>	____ YES* ____ NO

VENDOR INFORMATION*Please type/print clearly in ink – no erasable writing instrument.*

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Remit To Address (<i>if different from above</i>):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Number of years in business:		
Business License Number:		State:

SIGNATORY AUTHORITY

The undersigned affirms that he/she is authorized to sign this bid/quote/proposal for the company listed below.

Company Official authorized to sign contracts:	
Company Name:	
Authorized Signature:	Printed Name:
Title:	Date:
Email Address:	

Acknowledgement of Receipt of Addenda

If addenda were issued, please acknowledge the receipt of: (please check mark if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

Prompt Pay Discount

If applicable, please indicate below if discounts will be allowed for prompt payment or if there is no discount offered:

_____ % Net 10 Days _____ & Net 20 Days _____ % Net 30 Days _____ No Discount

REGULATION COMPLIANCE AFFIDAVIT

As the authorized representative for _____, I hereby certify that the contract for goods and/or services in conjunction with this bid/quote/proposal and subsequent contract(s) does adhere to all federal, state, and local laws included but not limited to the requirements contained herein.

The undersigned affirms that he/she has legal authority to swear this on behalf of the aforementioned supplier and that 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, and that each supplier is not in any manner in violation any of the State of Tennessee Iran Divestment Act (Tennessee Code Annotated §12-12-101 to §12-12-106), the Non-Boycott of Israel Affidavit (Tennessee Code Annotated §12-4-1 et seq.) and is in compliance with the Non-Discrimination, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying affidavit.

By submission to 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 that each party thereto certifies as to its own organization, under penalty of perjury that to the best of his/her knowledge and belief that each vendor is in compliance.

By: _____

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary _____ My Commission Expires _____

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

_____ African American Owned
 _____ Caucasian Owned
 _____ Native American Owned
 _____ Other Owned

_____ Asian Owned
 _____ Hispanic Owned
 _____ Woman Owned

REGULATION COMPLIANCE**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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 60-1.360-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)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.”

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.

Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251- 1387 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 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CFR 200 Appendix 11 (1); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or Proposal 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 and 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 disclosure are forwarded from tier to tier up to the non-Federal award.

Copeland Anti-Kickback Act – 40 U.S.C. 3145 The Copeland (Anti-Kickback) Act ([18 U.S.C. 874](#) and [40 U.S.C. 3145](#)) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

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. 6201)**.

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 governmentwide 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](#).

Davis-Bacon Act – Act – (40 U.S.C. 3141-3144, and 3146-3148) If required, in accordance with the statute, the Contractor shall 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, the Contractor agrees to pay wages not less than once a week.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this sub-contract is for \$100,000 or more, sub-contractor affirms and certifies 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 federal or state agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award covered by 31 U.S.C. 1352.

EPA’s Solid Waste Disposal Act (2 C.F.R. § 200.323) Procurement of recovered materials (pursuant to section 6002).

Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).

Domestic preferences for procurements (2 C.F.R. § 200.322).

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Encouraging Small and Minority Owned Businesses-To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements. It is the intent of Roane County School's Department of School Nutrition to involve and utilize the best product/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with solicitation whenever they are possible sources.

It is the intent of Roane County to involve and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunities to do business with the county. However, currently there are no set asides for small or minority firms.

NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT

I do hereby certify that this bid/quote/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/quote/proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid/quote/proposal.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid/quote/proposal and the supplier certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the bid/quote/proposal solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this bid/quote/proposal and certify that I am authorized to sign this affidavit for the supplier.

IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's website a list of persons it determines engaged in investments activities in Iran (the "Prohibited Entities List").

Any supplier that is on the Prohibited Entities List will be ineligible to contract with the County.

Pursuant to the Act, any supplier that attempts to contract with the County must certify, at the time the bid/quote/proposal is submitted, that the supplier is not identified on the Prohibited Entities List. A bid/quote/proposal shall not be considered for award, nor shall any award be made where the supplier fails to submit a signed and verified compliance certification form.

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 *et seq.* 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.

OMB Control
No. 0505-0027
Expiration Date:
04/30/2022



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion AD-1048**

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

WORKERS' COMPENSATION

Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on this project.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work. The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Tennessee Workers' Compensation Act. _____ Yes _____ No
Insurance Company _____
Policy expiration date _____
- B. is self-insured for workers' compensation. _____ Yes

Title of Construction Contract: _____

Contract Number: _____

Signed by: _____

Title: _____

Firm Name: _____

Address: _____

CERTIFICATION OF BIDDER REGARDING DEBARMENT

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.

Name of Official

Title

Firm or Corporation

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter 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. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

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 such person executed the foregoing affidavit for the purposes therein contained.

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

Notary Public

My commission expires _____.

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR BID.