



Robertson County Tennessee

Jody Stewart, Finance Director

Finance Department

523 South Brown Street, Springfield, TN 37172

(615) 384-0202

Fax (615) 384-0237

POST DATE: **February 16, 2023**

BID 1514: SERVING LINE FOR KRISLE ELEMENTARY SCHOOL

Sealed bids must be received by: March 9, 2023 at 10:00 AM

Robertson County Finance Office

523 South Brown Street

Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1514 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Patsi Gregory, Supervisor, School Nutrition at (615) 384-5588. For assistance with bid procedures contact Taylor Tomblin, Robertson County Finance Office at (615) 384-0202 or by email: ttomblin@robcotn.org.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

Robertson County Board of Education
800 M.S. Coutts Boulevard
Springfield, TN 37172
February 15, 2023

The scope of this Invitation for Bid includes purchasing and installation of a commercial serving line in one (1) cafeteria kitchen for the School Nutrition Program in the Robertson County School District. The district intends to purchase this equipment from the most responsible and responsive vendor that will meet the specifications. Bidders are strongly encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid.

Robertson County Board of Education has approximately 11,500 students enrolled. The Robertson County School Nutrition Program served a total of 2,019,295 breakfast and lunch meals in the 2021-2022 School Year.

Robertson County Board of Education is requesting your firm's participation in our bid for the products and services rendered. Robertson County is interested in:

1. Selecting suppliers in such a manner as to provide for open and free competition and comparability.
2. Creating strong partnerships with the suppliers of goods and services.
3. Taking advantage of economies of scale to help reduce costs.
4. Equipping kitchens across the Robertson County School District with similar equipment.

Robertson County will award this bid on a bottom-line basis. The Robertson County School Nutrition Program will be responsible for payment of all purchases and services rendered.

If there are any questions regarding this solicitation, please call Patsi Gregory at (615) 384-5588.

Again, we thank you for your interest and participation in this bid.

For purposes of this bid, all references to Robertson County Schools, Robertson County Board of Education, Robertson County, County, Schools, Board, School Nutrition Program, and SNP are interchangeable in this document.

Equipment Purchase and Installation

COMPANY: _____

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED.

COMPANY NAME: _____ PHONE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

BY: _____
SIGNATURE IN INK PRINTED OR TYPEWRITTEN NAME

TITLE/POSITION: _____
REPRESENTATIVE

REPRESENTATIVE EMAIL ADDRESS: _____

BID IS NOT ACCEPTABLE UNLESS SIGNED BY AUTHORIZED OFFICER.

DO NOT USE PENCIL – CORRECTIONS MUST BE INITIALED.

All forms, General and Specific Bid Conditions must be enclosed in a sealed envelope. The envelope must be identified with the appropriate information as directed in the bid cover page. Bidder’s Company Name, Item Bid, Time of Opening, Date of Opening, Bid Number and include the phrase “Sealed Bid, Do Not Open”.

Bids cannot be accepted via fax or any other electronic means.

ROBERTSON COUNTY BOARD OF EDUCATION
800 M.S. Coutts Boulevard
Springfield, TN 37172
February 15, 2023

GENERAL BID CONDITIONS

I. BIDS

1. The Board of Education proposes to retain Vendor(s) for the purchasing and installation of a serving line at Krisle Elementary School located in Robertson County, Tennessee. The specifications for the requested serving line are attached to this document as Exhibit B. The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality to the specific brand, make, manufacturer or specifications named. It is to set forth and convey to prospective bidders the general style, type, character and quality of article desired and should be regarded merely as a standard. Any other brand, make of material, device or equipment which is regarded the equal of that specified, considering quality, workmanship, and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.
2. The bid must be enclosed in a sealed envelope marked appropriately as directed on the bid cover page.
3. The objective of this invitation to bid is to select the most responsive and responsible vendor for the item requested in this bid. This bid is being requested this way to determine the best supplier for the piece of equipment to meet the needs requested in this bid document. **This will be a bottom line all or nothing award.**

The bid award will ensure that Robertson County is included and serviced as set forth in all general and specific bid conditions.

Any additional materials offered by the vendor to be included in the bid submission must be approved by the designated contact person prior to the bid opening. The vendor could be determined as non-responsive if items are presented that attempt to alter the bid conditions in any way, and the vendor could be excluded from the 2023-2024 bid process. It is recommended that no additional written documents be included in the bid packet. Please submit only those items that are requested.

The original document cannot be changed **IN FORMAT OR SERVICES REQUESTED.**

If an error is made in quoting the price, or items are not available after the bids are opened, Robertson County reserves the right to award the contract to the next qualified vendor. If during the bid period, a vendor cannot supply a service, the designated contact person MUST be notified before a substitution is made. Substitutions will not be accepted unless authorized. Any service provided that was not authorized will be at the vendor's expense and proper credit issued to the school where services were rendered.

Authorization for the bid must be signed by the bidder on the enclosed "Agreement Form" giving the full name and business address of the company. The person signing the bid must state his/her title and, if requested, show proof of his authority to bind his company by bid. **Bids and authorizations must be written in ink or typed.**

Robertson County reserves the right to accept or reject any and/or all bids in whole, or in part, if it is deemed to be in the best interest of the County.

Should a bidder find discrepancies or omissions from the bidding document, or should he/she be in doubt as to their omissions, he/she shall at once request clarification from the contact person listed in the Invitation for Bid document.

Do not include Federal or State sales tax in the bids. If a tax exemption certificate is required, please state it on the bid and the appropriate certificate will be furnished to the successful bidder.

All bidders will be notified of the official decision by mail prior to the award starting date.

II. SITE INSPECTION

Bidders shall visit the site and familiarize themselves with any conditions which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the bidder has made site inspections and is aware of all conditions affecting performance and pricing. Krisle Elementary School is located at 6712 Highway 49 East, Springfield, TN 37172. To set up a site visit, please contact Patsi Gregory at (615) 384-5588 or at patsi.gregory@rcstn.net.

III. BID RESPONSE AND PRICING

Complete and submit the attached **Bid Response Form** (Exhibit A). This form must be typed or legibly handwritten in ink. All equipment unless marked otherwise, shall be priced per each, delivered to specified school, uncrated, assembled, installed and made operational, and all packing materials removed from the site. For the purpose of bid evaluation, no substitutions will be allowed. Any changes will result in bidder disqualification.

The Robertson County School System bid opening shall be **March 9, 2023 at 10:00 AM** at the Robertson County Finance Department located at 523 South Brown St, Springfield, TN 37172. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid for the initial contract period if offered.

Price readjustments of bid quotations are not permitted after the bid opening.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the cut sheets shall be included with the bid packet. If all sheets are not sent with the original bid packet the bid will be non-responsive. Please read entire bid specifications, all bid items must match the bid specs.

The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality to the specific brand, make, manufacturer or specifications named. It is to set forth and convey to prospective bidders the general style, type, character and quality of article desired and should be regarded merely as a standard. Any other brand, make of material, device or equipment which is regarded the equal of that specified, considering quality, workmanship, and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

With respect to acceptance of products, SNP shall be the sole judge of compliance with the intent of the specifications.

The Board of Education may make such investigations as are deemed necessary to determine the ability of the bidder to provide the purchase and installation of commercial kitchen equipment and the bidder shall furnish all such information and data for this purpose as may be requested. The Board reserves the right to reject any proposal if the evidence submitted by our investigation fails to satisfy the Board that the bidder

is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

QUALIFICATIONS OF BIDDERS:

It is required that all fabricated equipment such as food serving units, tables, sinks, counter tops, etc., described in following specifications other than by name and catalog numbers, be manufactured by an equipment fabricator who has the plant, personnel and engineering facilities to properly design, detail and manufacture high quality food service equipment. The manufacturer to be subject to approval of the Owner. All work in the above category will be manufactured by one manufacturer and of standard unit assembly and uniform design and finish.

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.

Upon demand, manufacturer being considered for possible negotiation, shall submit to the Owner, evidence of his having executed contracts of a size comparable to this contract. He shall further submit evidence of ample financial resources which enable him to handle the work in a satisfactory manner, and to deliver items of equipment as required, without delaying the progress of the work.

The manufacturer of this equipment as specified herein is a recognized distributor for the items of equipment specified herein to be of other manufacture than his own.

Quality Assurance:

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

Only manufacturers who can meet the foregoing qualifications will be approved.

BRANDS AND NAMES:

Substitutions by any bidder wishing to supply alternate equipment other than that specified shall follow the requirements listed in the Invitation to Bid.

Bidders recommending such substitutions are cautioned to examine mechanical and electrical plans and conditions of building to determine if such substitutions will require changes in mechanical or electrical connections which have already been planned. If proposed substitutions require such changes, the bidder shall be responsible for any cost involved.

Any FOOD SERVICE CONTRACTOR (**manufacturer representatives are not allowed to contact the owner after the bid is released**) 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 way the proposed substitution conforms and/or varies from the item specified must also be provided. References of five comparable jobs will be required within a one hundred fifty-mile radius of the school. If approved an addendum will be issued.

Awarded dealer to:

- Deliver, uncrate, and set in place the new equipment. Remove and dispose of all cartons and debris
- Interlock all pieces together
- Perform start-up of all installed equipment to check for perfect working order.

Robertson Co Schools to:

- Remove all existing equipment
- Have the proper utilities in place

IV. BID AWARD

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

Robertson County will award the bid to the most responsive and responsible vendor based on the **LOWEST price. After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid.** In calculating total cost both the cost of the equipment and the installation cost will be combined for comparison purposes.

Repair Parts and Maintenance Manuals: When an award is made, the Vendor shall furnish three (3) repair parts and maintenance manuals for each piece of equipment.

Warranty: The Vendor warrants the equipment furnished to be new and free from all defects whatsoever in the materials and workmanship and agrees that for a period of time as specified under each item on the Pricing Schedule from the date of delivery, any repairs, replacements or adjustments made necessary because of any such defect will be made promptly without cost to and to the satisfaction of the owner.

The successful vendor shall guarantee all equipment for a period of at least **three (3) years** from the date of installation. Compressors in refrigerated equipment shall be guaranteed for a period of at least five (5) years from the date of installation. Other warranties should be noted within each piece of equipment specifications. These warranties include parts and labor. If at any time within the warranty period items are found to be faulty, due to poor workmanship or defective materials, the successful vendor shall replace or repair each defective part to the complete satisfaction of SNP and at no cost. If with the first year of operation, after three (3) service calls, any piece of equipment is still found to be defective or deficient it shall be replaced with a new identical unit, or removed at Vendor's expense and the cost refunded to the school district whichever the school district chooses.

Training of staff: The successful vendor will have manufacturer's representatives demonstrate the use, care, minor adjustments and maintenance of equipment to kitchen personnel at each site. During the demonstration, the successful vendor will provide names and telephone numbers to call in the event of equipment failure during the warranty period to the Cafeteria Manager, School Nutrition Program Office and the Robertson County School Building and Grounds Department. Said training will be at a time mutually convenient to both SNP and Vendor.

Extended Warranty: The Vendor shall furnish information regarding extended warranties. SNP reserves the right to accept or reject any additional warranties. The addition or lack of proposed extended warranty shall not be included in the determination of bid award.

V. TERMS AND CONDITIONS OF PAYMENT

ORDERS AND DELIVERY

- 1) The School Nutrition Program representative will contact the successful vendor to make arrangements for ordering, delivery and installation of each piece of equipment. Pre-numbered purchase orders with firm fixed prices will be used for the purchase of all equipment. Only purchases made with School Nutrition Program purchase orders are allowed on School Nutrition Program accounts.
- 2) Shipments must be made as products are received by awarded company.
- 3) Equipment must be delivered inside the kitchen area. The Supervisor or designee will check the items delivered against the purchase order and invoice at the time of delivery with both the Supervisor/designee and driver signing the appropriate forms for errors, and/or obviously damaged goods.
- 4) All equipment is to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged.
- 5) The Supervisor or designee shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and a credit memo issued.
- 6) Installation must be completed as products are delivered. Certified manufacturer installers should perform all installations. Robertson County Building and Grounds Department will disconnect and remove the old equipment and make the facility ready for the installation of new equipment using information furnished by successful bidder in bid documents. Start-up of all installed equipment shall be required to check for perfect working order.
- 7) The awarded company must deliver, uncrate, and set in place the new equipment. They must remove and dispose of all cartons and debris. They must interlock all pieces together. Start-up of all installed equipment shall be required to check for perfect working order.
- 8) Robertson County Schools will remove all existing equipment and will have all necessary utilities in place.

VI. INVOICES / STATEMENTS REQUIRED FOR PAYMENT

All statements are to be issued to include and end with the cut-off date which will be the last day of the month. Two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the Supervisor or designee, show purchase order number, quantity, price of each item delivered and total amount of the order. Unsigned invoices will not be paid. If an item must be returned or rejected, the invoice must be signed by the Supervisor or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to School Nutrition Program, 800 M.S. Couts Boulevard, Springfield, TN 37172.

Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month. All schools serviced under this contract are tax exempt.

VII. PROTEST

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 Jody Stewart, Robertson County Finance Director, hearing official, no later than ten (10) days from the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office and the Director of Schools. The steps for dispute resolution are as follows:

1. A meeting with the Director of Schools, School Nutrition Program Supervisor, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he/she has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for the district before a final decision is rendered, the emergency purchase procedures established by the district will be used.

VIII. VENDOR PERFORMANCE & RESPONSIBILITIES

The Vendor shall be an independent contractor and shall retain control over its employees and agents. The Vendor shall be responsible for the safety of their employees. Protective clothing and equipment shall be used when required. OSHA standards shall be expected and enforced at all times.

The Vendor shall provide employees and agents servicing this contract with clearly visible identification, which includes the employee's name, a clear image of the employee's face, and the Company's name.

The execution of services shall be conducted in such a manner as to avoid creating any nuisance for the facility, staff or students.

Vendor shall provide sufficient and qualified managers to supervise performance of the service. The Vendor shall be responsible for any claims, liabilities and expenses related to or arising out of its responsibilities set forth herein. Any contractor found to be using workers who are in the U.S. illegally shall be in violation of this contract.

Vendors with a poor performance history will be notified at the time of such performance and will be given an opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one bid period.

Any one and/or a combination of the following penalties will result from the vendor's failure to perform according to contract:

1. Termination of contract
2. Suspension from future bidding (for one bid period)
3. Legal action and civil penalties

IX. INSURANCE & LICENSES

Successful Vendor shall have all applicable licensure in good standing to own, operate and provide services in the State of Tennessee and Robertson County. During the term of the Agreement, Vendor shall maintain for protection of the Board of Education and Vendor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of the Vendor under this Agreement and shall provide the Board of Education with a certificate evidencing such policies.

The liability insurance coverage shall be considered as primary and not as excess insurance. Robertson County shall be named "Additional Insured" under Vendor's policies of insurance to the extent the County is indemnified pursuant to this Agreement. The insurance policies shall contain covenants by the issuing carrier(s) and shall provide thirty-day written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. All Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. Failure to name Robertson County to the carrier for notification of the listed changes described above will result in the termination of the contract.

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the contractor to furnish the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in coverage.

The minimum insurance coverage requirements are:

- A. Workers' Compensation Insurance - with a minimum limit of \$1,000,000.00 each occurrence. No exceptions.
- B. General Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. and 2,000,000.00 general aggregate.
- C. Umbrella Liability in a comprehensive form with a minimum limit of \$10,000,000.00
- D. Motor Vehicle Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. with excess covered under the General Liability Insurance policy.

X. INDEMNIFY AND SAVE HARMLESS

Vendor shall indemnify and save harmless the Robertson County Board of Education, individual Board members, officers, and employees against any and all claims, actions, demands, costs, damages, losses or

expenses of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Vendor, its agents and/or employees, including, but not limited to, court costs and attorney's fees incurred by Robertson County in connection with the defense of said matters. The County shall not in any event be liable in damages for business loss or other incidental or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Vendor, and anyone claiming by or through it, expressly waives all claims to such damages.

The Agreement may not be assigned by either party without the written consent of the other.

Vendor is and remains responsible at all times for the performance of the Agreement and cannot subcontract any part of the Agreement without the express written approval of the Robertson County Board of Education. In the event that the Board of Education consents to Vendor's request to subcontract a part of the Agreement, Vendor shall accept all liability and remain responsible for the performance of all Services under the Agreement.

Neither Vendor nor the Board of Education shall be liable for failure to perform its respective obligations hereunder when such failure arises out of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such force majeure.

In the event such force majeure necessitates cancellation of Vendor's performance of the Services, in whole or in part, and an alternate date(s) cannot be agreed upon by the parties, the Board of Education will be under no obligation to compensate the Vendor for Services not performed. If such force majeure makes performance of the Services impossible, ineffective, or impractical, the Board of Education shall have the option of terminating the Agreement immediately without penalty or further expense.

XI. BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements; or
2. Failure to maintain/submit any document required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract; or
4. Violation of any warranty

XII. SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the School System may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contact as materially breached and pursue any of its remedies at law or in equity, or both.

XIII. TERMINATION FOR CAUSE

If the Vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, Robertson County Schools shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contact to the next lowest bidder or bidding again.

XIV. TERMINATION FOR CONVENIENCE

This agreement can be terminated by either party with a thirty (30) day written notice.

In the event the contract is terminated for convenience by the County, the County shall have the option of awarding the contact to the next lowest bidder or bidding again.

XV. RECORD RETENTION

All vendors are required to keep books, records, and other documents for three (3) years after the Robertson County Schools makes final payments and all other pending matters are closed. Vendors must agree that the School Food Authority, the Board of Education, the State Agency, the United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

XVI. REGULATION COMPLIANCE

The Vendor shall certify compliance with all applicable, laws, ordinances, rules and regulations relating to the services operation and shall obtain all required licenses and permits, including but not limited to the following:

1. **Executive Order 11246 “Equal Employment Opportunity”**. Applies to all contracts in excess of \$10,000 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 (October

13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.

2. **Clean Air and Clean Water Acts.** 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.
3. **Energy Policy and Conservation Act.** Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL94-163, 89 Statute 871) (PL94-165).
4. **Encouraging Small and Minority Owned Businesses.** To encourage business activity and ensure maximum full and open completion, efforts must be taken to solicit participation by minority firms, women's business enterprise, labor surplus area businesses, and minority owned businesses in procurements.
5. **CFR Part 3018, Restrictions on Lobbying.** Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. **7 CFR Part 3017, Suspension and Debarment.** Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. **7 CFR 3016.60(b), Drafting of Bid Specifications.** Requires that any person that develops or drafts specifications, requirements, statement of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
8. **7 CFR 3016.4(b), 3016.36(c), Local Geographical Preferences.** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
9. **Robertson County, Tennessee Letter of Compliance.** Pursuant to T.C.A. § 49-5-413 and applicable to Robertson County School projects only.
10. **Robertson County, Tennessee Non-Collusion Affidavit.** Drug Free Workplace Affidavit pursuant to T.C.A. § 50-9-113.
11. **Buy American.** Bidders must comply with the "Buy American" provision as in Policy memorandum 210.21-14, if applicable.

Buy American Requirement. The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) in the United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note that this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are

produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. SNP requires vendor to complete Buy American Certificate (enclosed), and update/submit with every bid renewal.

XVII. CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

1. No employee, officer or agent of named School District shall participate in the selection or in the award or administration of a contract if a conflict of interest, really or apparent, would be involved.
2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award.
 - (A) The employee, officer or agent.
 - (B) Any member of the immediate family.
 - (C) His or her partner.
 - (D) An organization which employs or is about to employ the above.
3. The Robertson County Board of Education 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.
4. Penalties for violation of the code of conduct should be:
 - (A) Reprimand by the Board of Education.
 - (B) Dismissal by the Board of Education.
 - (C) Any legal action necessary.
5. The removal of any food, supplies, equipment, or school property is prohibited. The purchase of any food or service from a contractor for individual use is prohibited using school bid prices.

XVIII. REQUIRED FORMS:

The included forms that **must** be returned as part of the SEALED BID package to the Robertson County Finance Department, Attn: Taylor Tomblin, are:

- (A) Equal Opportunity Employee Act of 1975 Certificate
- (B) Certification Regarding Debarment
- (C) Certification Regarding Lobbying
- (D) Contract Agreement Form
- (E) Vendor Guarantees
- (F) Non-Collusion Affidavit
- (G) Certification of Independent Price Determination
- (H) Letter of Compliance
- (I) Drug-Free Workplace Affidavit
- (J) Buy American Certification, if required
- (K) Certification of use of Small, Minority, and Women's Business Enterprises and Labor Surplus Firms
- (L) Certification of Eligibility Under the Iran Divestment Act
- (M) Authorized Bid Response Exhibit A

School Nutrition Civil Rights Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

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, 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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

EQUAL OPPORTUNITY EMPLOYEE ACT OF 1975

The Robertson County Public School District is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful manufacturer in this bid that he/she is an equal opportunity employer according to the provisions of the act. We, therefore, require the following certification by each successful bidder as part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

Owner or Officer of Firm Signature

Date

Title

Item (A)



**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, audiotope, 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.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input style="width: 100%; height: 20px;" type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
* SIGNATURE: <input style="width: 250px;" type="text"/>	* DATE: <input style="width: 100px;" type="text"/>

ROBERTSON COUNTY SCHOOL BOARD OF EDUCATION
CONTRACT AGREEMENT

The undersigned agrees to furnish equipment and installation at the prices submitted herein as per stated specifications of this IFB if awarded the bid contract. We affirm that no Robertson County Board Member or Employee will receive a gift or other things of value as a result of this order.

Company Name : _____

Company Street Address: _____

Company Mailing Address: _____

City, State Zip: _____

Authorized Officer or Agent Signature

Date

Printed Name and Title: _____

Email address: _____

**Robertson County Board of Education
800 M.S. Coutts Boulevard
Springfield, TN 37172**

VENDOR GUARANTEES, WARRANTIES, ETC.

I HAVE READ THE GENERAL TERMS AND CONDITIONS AND SPECIFICATIONS OF THIS BID SOLICITATION AND AGREE TO ABIDE BY SAME.

BID NUMBER & RECEIPT DATE OF BID	COMPANY NAME
----------------------------------	--------------

VENDOR REPRESENTATIVE SIGNATURE (MUST BE SIGNED)	REPRESENTATIVE TITLE
---	----------------------

STATE/BUSINESS LICENSE NUMBER	LICENSE EXPIRATION DATE
-------------------------------	-------------------------

Item (E)

**Robertson County, Tennessee
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer)

Date

Printed Name: _____

Company Name

Mailing Address

Telephone No.

Fax No.

Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) no attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, and offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
- (2) he or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3).

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may jeopardized the independence of the offer referred to above.

Signature of Vendor's Authorized Representative

Item (G)

**Robertson County, Tennessee
Letter of Compliance**

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5-413 require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. No employer or employee shall come in direct contact with school children, children in a childcare program, and/or enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Authorized Signature, Title (Owner/ Corporate Officer)

Date

Printed Name: _____

Company Name

Mailing Address

Telephone No.

Fax No.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Robertson County, Tennessee 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.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Witness signature: _____ Date: _____

Witness printed name: _____

Buy American

7 CFR PART 250.23 stipulates that when purchasing food products using Federal funds, recipient agencies shall, whenever possible, purchase only food products that are produced in the United States. The term "Food products produced in the United States" is defined as "An unmanufactured food product produced in the United States or a food product that is manufactured in the United States.

Section 104(d) of the Child Nutrition Reauthorization Act (Public Law 105-336) amended section 12 of the National School Lunch Act to require SFAs to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products process in the U.S. and food products process in the U.S. substantially using agricultural commodities that are produced in the U.S. The term "substantially" means that over 51% of the processed food comes from American produced products.

Each SFA must comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. Subjects to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the organization's school nutrition account. SFAs/Schools should:

- (1) Check their purchasing specifications to ensure adequate procurement of "Buy American" requirement;
- (2) remind their vendors and distributors of the "Buy American" requirement, and
- (3) examine product packaging.

210.21-14 and 220.17-01

This memoranda rescinds 210.21-08

It is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to ALL funds in the school nutrition account and not just Federal reimbursement.

In order to fully implement "Buy American", a school district must:

- (1) Include "Buy American" language in their bid documents.
- (2) Ensure that all vendors notify the system of any products placed on that bid that do not meet the criteria. (see waiver form)
- (3) THE SYSTEM decides whether or not to purchase the products utilizing the above criteria.
- (4) If the system chooses to purchase non-American products they should notify all personnel which non-American items can be accepted for delivery.

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least () days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

In all cases, the school food authority is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

I/We _____ certify that all food items on this bid have at least _____ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

_____ *Authorized signature*

_____ *Date*

CERTIFICATION OF USE OF SMALL, MINORITY, AND WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS FIRMS

The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority business and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Signature of Bidder's Authorized Representative

Title

Date

In accepting this bid, the sponsor certifies that the sponsor's officers, employees or agent have not taken any action, which may have jeopardized the independence of the bid referred to above.

Signature of Bidder's Authorized Representative

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of Tennessee or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
[http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact State of Tennessee, General Services at 615.741.1035

Exhibit A - Vendor Response Form
BID 1514: Serving Line at Krisle Elementary School

Pricing must be firm for the contract period. Pricing must include any fuel surcharges, fees, misc. charges, etc. which contributes to the total expense charged to Robertson County. Prices effective March 1, 2023 through February 28, 2024.

	Item Description	Quantity	Unit Price	Total Price
ITEM 1	Hot Food Counter	1 EACH	\$	\$
ITEM 2	All Purpose Counter	1 EACH	\$	\$
ITEM 3	All Purpose Counter	1 EACH	\$	\$
ITEM 4	Cashier Counter	1 EACH	\$	\$
ITEM 5	Milk Cooler	1 EACH	\$	\$
			TOTAL FOR SERVING LINE	\$

Days Until Delivery From Order: _____

Date: _____

Authorized Signature, Title (Owner / Corporate Officer): _____

Company Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Item (M)

KRISLE ELEMENTARY SCHOOL

ITEM NO. 641
HOT FOOD COUNTER
SH-5-NU
ONE (1) EACH

- A. Furnish one (1) each five well hot food counter model SH-5-NU as specified as manufactured by Delfield or approved equivalent brand. Unit to be modified to be 74" wide x 30" long x 34" high.
- B. Exterior top is constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit.
- C. Exterior body is constructed of 18-gauge stainless steel panels and 14-gauge galvanized bottom.
- D. Heated food warmers are constructed of die-stamped stainless steel. Heated food warmers are insulated on bottom. Each heated food warmer is individually equipped with heated element rated at 1000 watts for 120 volt or 208/230 volt, 60 hertz, single phase service and wired to an adjustable control switch and indicator light in the control panel. Heated food warmers are interwired to a maximum 10' long cord with a grounded plug for 120 volt, 208/230 volt, 60 hertz, single phase electrical service. Provided with removal pan slides.
- E. Unit is mounted on 5" diameter swivel casters with non-marking polyurethane tires and plate brakes. Overall height of caster assembly is 6".
- F. Unit to be provided with the following accessories:
 - 1. TE – 4" top extension
 - 2. B-78 – 78" S/S V-Tray slide 12" wide with 3 ribs, located on customer side, mounted 32" high
 - 3. E-78 – 78" fold-down S/S workshelf, 10" wide, located on operator side, mounted 34" high
 - 4. F Line-up interlock
 - 5. (5) ESP – (5) Energy saving power wells – 208/230V
 - 6. Laminate – Laminate finish – verify color
 - 7. QQ5 – (5) hot food well drains
 - 8. P-60 – S/S open understorage 9" height
 - 9. 714I – Flexishield factory installed to base
 - a. SG31 – (3) Shelleysteel/Glas concepts décor panel
 - b. TT6 – Four-hole silver bin in trayslide on left end

DCFSFS – Flexible Shield, converts to three positions 75.378" long x 17.5" wide with glass shelf
***DCFSLED - with LED light on first tier**

ITEM NO. 2
ALL-PURPOSE COUNTER
SC-60-NU
ONE (1) EACH

- A. Furnish (1) each mobile all-purpose counter model SC-60-NU as specified as manufactured by Delfield or approved equivalent brand. Unit to be modified to be 36" wide x 36" long x 34" high.
- B. Exterior body shall be constructed of 18-gauge stainless steel side panels and 14-gauge galvanized bottom.
- C. Exterior top shall be constructed of 14-gauge, welded, ground and polished into one integral unit.
- D. Unit to be mounted on 6" adjustable casters.
- E. Unit to be provided with the following accessories:
 - 1. TE – 1" top extension
 - 2. B-62 -61" S/S v-tray slide 12" wide with 3 ribs, located on customer side, mounted 32" high
 - 3. B-30 – 30" S/S v-tray slide 12" wide with 3 ribs located on left end
 - 4. F – Line-up interlock
 - 5. Laminate – Laminate finish, verify color
 - 6. P-60 – S/S open understorage 16" height
 - 7. 714I – Flexishield factory installed to base
 - a. (2) SG24B – extend 12" s/s v fold tray slide to extend into corner
 - b. (2) 504W – mitered end v tray slide in corner
 - c. (3) SG31 – Shelleysteel/Glas concepts décor panel, 1 on end and 2 on side
 - d. Note – Custom: Modify interlocks to match up to unit #1 will be corner piece
 - e. SG31 – Shelleysteel/Glas concepts décor panel

DCFSFS – Flexible Shield, converts to three positions 58.378" long x 16" wide with glass shelf

ITEM NO. 3
ALL-PURPOSE COUNTER
SCSC-50-BP
ONE (1) EACH

- A. Furnish (1) each mobile all-purpose counter model SCSC-50-BP as specified as manufactured by Delfield or approved equivalent brand. Unit to be modified to be 74" wide x 30" long x 34" high.
- B. Exterior body shall be constructed of 18-gauge stainless steel side panels and 14-gauge galvanized bottom.
- C. Exterior top shall be constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit.
- D. Refrigerated cold pan is 7" deep and constructed of stainless steel to hold 4" deep pans. The cold pan is separated from the exterior top by a thermal break. Cooper refrigeration tubing is attached to the sides of the cold pan and is fully insulated with foamed in place environmentally friendly, Kyoto Protocol Compliant, Non ODP (Ozone Depletion Potential), Non GWP (Global Warming Potential) polyurethane insulation. Cold pan is equipped with a 1" I.P.S drain with drain valve located at the bottom of the unit. Temperatures of 33 degrees F to 41 degrees F are

maintained with pans recessed 2" at 86-degree F ambient room temperature. Pans rest on die-stamped cold pan. Pans by others.

- E. Refrigeration system uses R290 and is self-contained 115V, 60 Hz, 1ph hermetically sealed condensing unit with adjustable cold pan pressure control. Unit is wired with a 3-wire, grounded, max 10' cord and plug. Unit has an on/off switch mounted on the exterior.
- F. Unit to be mounted on 6" swivel casters with non-marking tires and plate brakes.
- G. Unit to be provided with the following accessories:
 - 1. TE – 2" top extension
 - 2. SG33G – 50" Recessed wells for 18 x 26 sheet pans
 - 3. F Line-up interlock
 - 4. Laminate – Laminate finish – verify color
 - 5. PR-36 – S/S open understorage
 - 6. 714I – Flexishield factory installed to base
 - a. (3) Q2 – Piggyback electrical per unit, piggyback from both sides will end in this unit on left and 2 on right for milk cooler and cash stand

DCFSFS – Flexible Shield, converts to three positions 49.378" long x 17.5" wide with glass shelf
***DCFSLED – with LED light on first tier**

NOTE – SHELLEY CUSTOM FABRICATION EMPTY SPACE – EQUIPMENT BY OTHERS – SPACE FOR MILK COOLER

ITEM NO. 4
SCS-30
CASHIER'S COUNTER
ONE (1) EACH

- A. Furnish (1) each mobile cashier's counter model SCS-30 as specified as manufactured by Delfield or approved equivalent brand. Unit to be 50" wide x 30" deep x 34" high. Drawer on right end.
- B. Exterior body shall be constructed of 18-gauge stainless steel side panels and 14-gauge galvanized bottom.
- C. Interior lining at the cashier's end is 18-gauge stainless steel, with a stainless-steel bottom shelf. Unit has a 16.5" x 16.5" x 5" stainless steel cash drawer with lock and key.
- D. Exterior top shall be constructed of 14-gauge, type 304 stainless steel with a No. 3 finish, welded, ground and polished into one integral unit and to include a 2" ferruled hole located at the rear of the top to allow cord access.
- E. Unit shall be mounted on 6" adjustable casters.
- F. Unit to be provided with the following accessories:
 - 1. B-30 – 30" S/S V-Tray slide 12" wide with 3 ribs located on left end 32" high
 - 2. F-Line up interlock
 - 3. Laminate – Laminate finish – verify color
 - 4. Q – 115V/15A outlet with 10-amp breaker
 - a. SG31 – Shelleysteel/Glas concepts décor panel

ITEM NO. 4
MILK COOLER
NLFACP-12
ONE (1) REQUIRED

- A. Furnish single access milk cooler model NLFACP-12 manufactured by Delfield or approved equivalent brand.
- B. (12) 13" x 13" case capacity
- C. Cabinet to be 18-gauge stainless steel
- D. Cabinet bottom to be 14-gauge galvanized steel
- E. Interior liner to be water-tight 20-gauge stainless steel 5/8" diameter drain
- F. Units insulated with foamed in place environmentally friendly, Kyoto Protocol Compliant, Non ODP (Ozone Depletion Potential), Non GWP (Global Warming Potential) polyurethane
- G. (2) Hinged lids with locks, molded of black ABS plastic
- H. 18-gauge dividers self-locate milk crates
- I. (2) Evaporator coils
- J. To be GreenGenius™ R290 refrigeration system
- K. Expansion valve and electronic digital control with automatic defrost
- L. Refrigerated temperature maintain 36°F to 40°F (2°C to 4°C)
- M. Unit to be provided with the following accessories:
 - 1. B-54 – S/S v-tray slide, 54" L x 12"
 - 2. (3) NLFACP-LAM – Laminate per side

APPROVED FOR FABRICATION

APPROVED
 APPROVED AS NOTED
 RESUBMIT

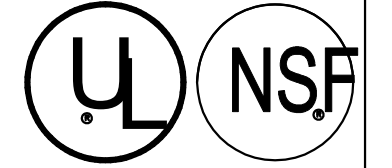
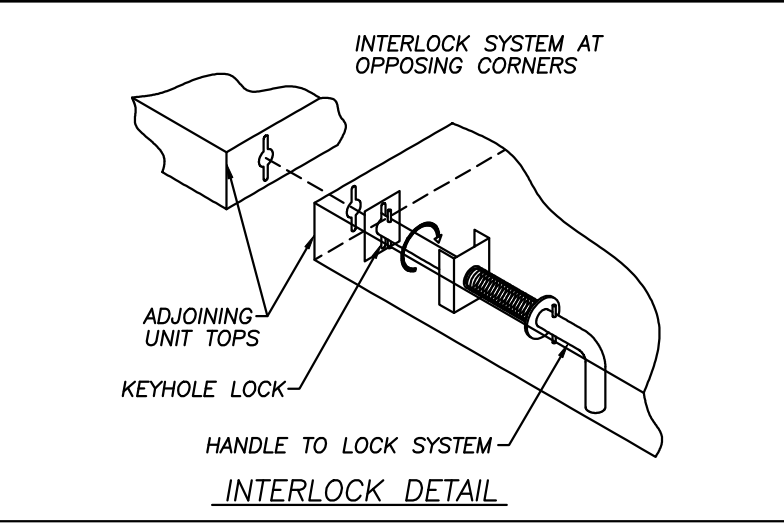
COMPANY: _____ DATE: _____

If you are placing equipment into an area which has certain standards or codes other than those normally accepted in the food service industry (NSF, UL, etc.) Unit must be certified of those specifications in detail before fabrication of the equipment in order that we may quote additional costs. If any failure to notify The Delfield Company before fabrication releases us from any obligation to modify our standards without any additional charges.

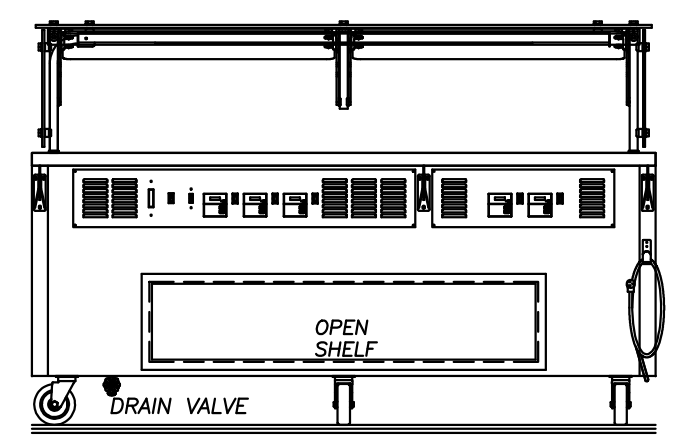
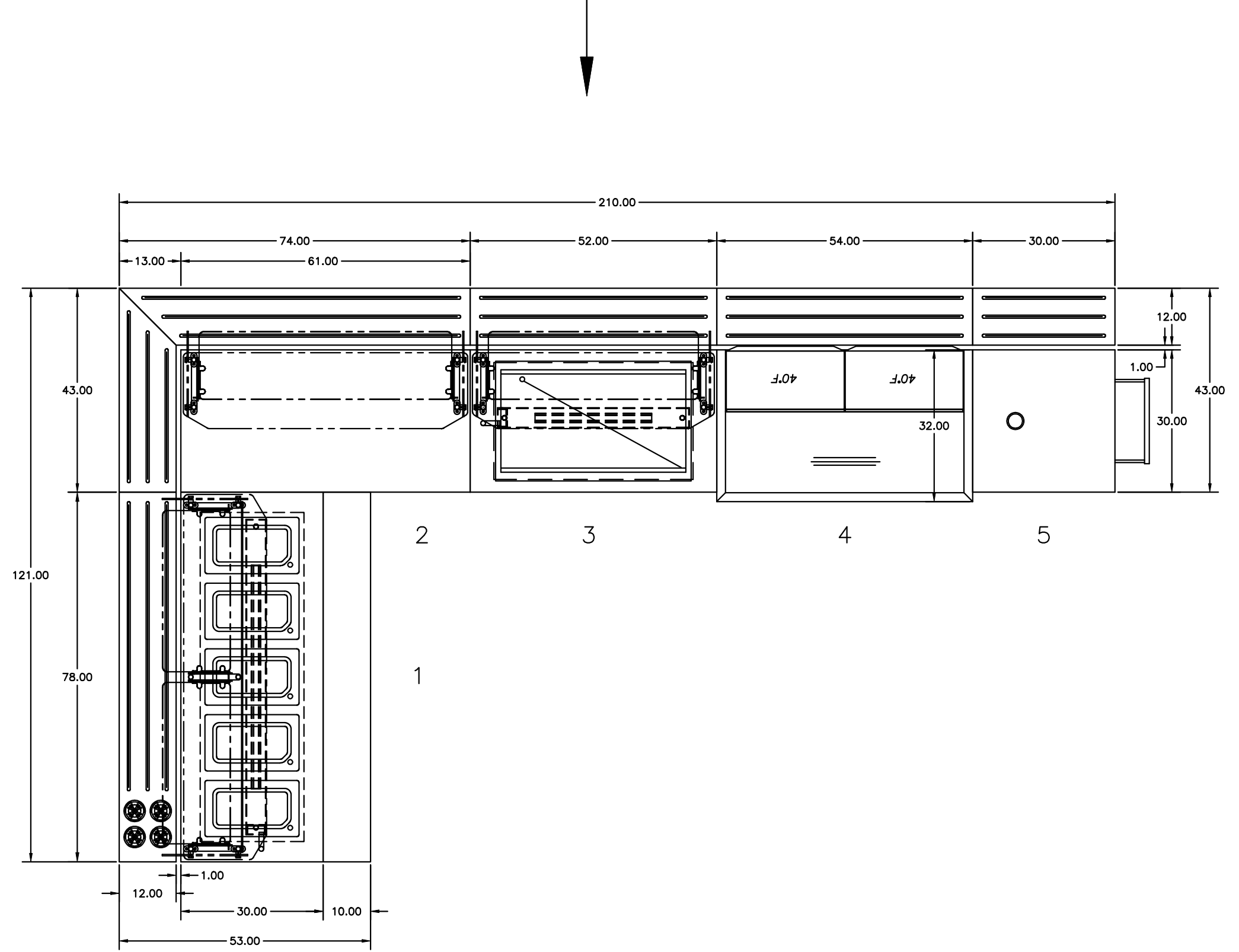
Shelleysteel®

NOTES:

- * TOPS ARE TO BE 14 GAUGE S/S
- * PROVIDE INTERLOCKS AS REQUIRED
- * ALL STANDARD LOCKING POLYURETHANE CASTERS
- * CORDS STANDARD WITH 90° PLUGS
- * UNITS SPECIFIED WITH DRAINS TO HAVE GATE VALVE AND GARDEN HOSE HOOK UP
- * WHEN TRAY SLIDE/WORK SHELF BRACKETS ARE USED: FOLD DOWN BRACKETS ARE STANDARD UNLESS OTHERWISE REQUESTED
- * ALL 120 VOLT RECEPTACLES (15 AND 20 AMP) WILL BE GFCI PROTECTED DUPLEXES
- ENVIRONMENTALLY FRIENDLY INSULATION
 - * KYOTO PROTOCOL COMPLIANT
 - * NON O.D.P. (OZONE DEPLETION POTENTIAL)
 - * NON G.W.P. (GLOBAL WARMING POTENTIAL)
 - * POLYURETHANE INSULATION
- * SHELLEYSTEEL (LAMINATED): PROVIDE ANGULAR FRAME BASES WITH LAMINATE SIDE PANELS
- * MANUFACTURER: *VERIFY*
- * LAMINATE COLOR: *VERIFY*
- * GRAIN DIRECTION: *VERIFY*



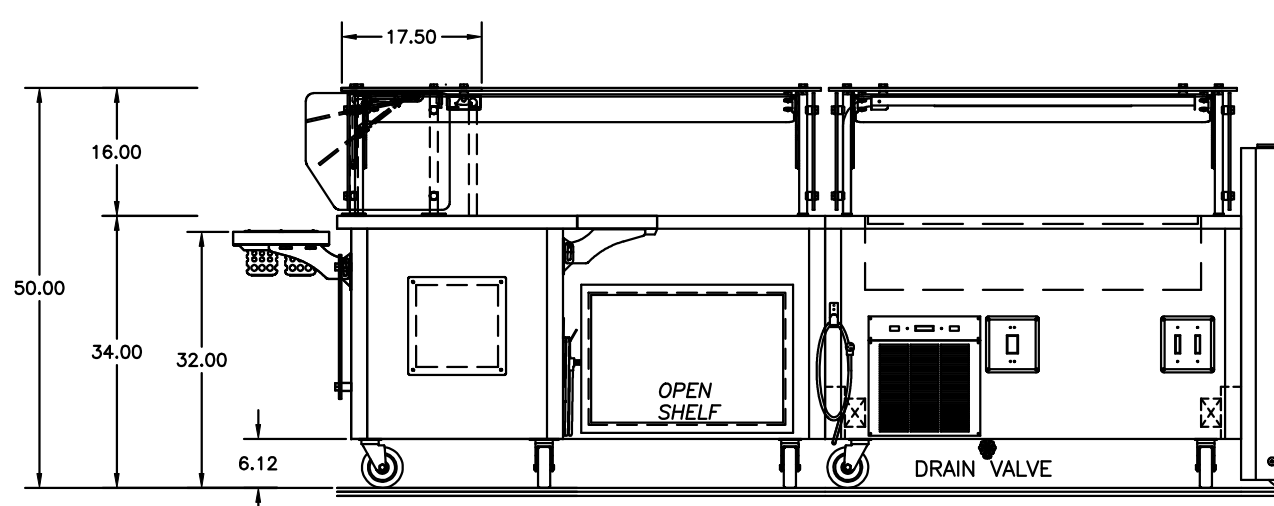
PIGGY BACK FLOW



ELEVATION ITEM #1 ONLY

SKU NO. 000-4001SEET1
 MODEL NO. SH-S-NU ITEM NO. 1
 -HEATED SERVING COUNTER
 -NEMA NO. 14-20 PLUG WITH 9FT CORD 120V/60HZ-60C-1PH-12.16A
 -ELECTRIC 120V WATT (WET OR DRY) HOT FOOD TABLE WITH DRAINS AND MANIFOLD
 -280V-60C-1PH-12.0A
 -(2) DECOR PANELS
 COLOR: VERIFY
 HARDWARE: COLOR: VERIFY
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS
 -PROVIDE (4) REMOVABLE PLASTIC SILVERTAINERS IN TRAYS/SLIDE
 -S/S CONSTRUCTED WORKSHELF
 -MOUNTED ON FOLD-DOWN BRACKETS

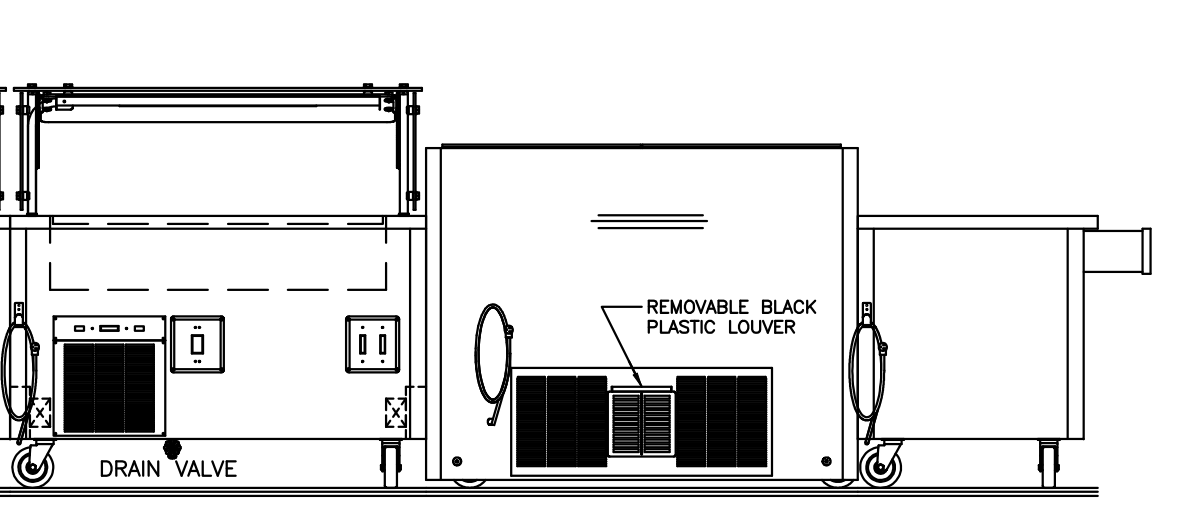
SKU NO. 000-CCA1SEET1
 MODEL NO. DCFSS
 -SINGLE TIER, SINGLE SERVICE FLEXIBLE FOOD SHIELD
 -CONVERTS TO THREE POSITIONS
 -SUPPORTS WITH S/S FINISH AND CHROME MOUNTING HARDWARE
 -0.38 TEMPERED GLASS TOP
 -0.25 TEMPERED GLASS FRONT AND ENDS
 -(1) 48.00 LED LIGHT (120V-0.16A)



ELEVATION ITEM #2 ONLY

SKU NO. 000-4001SEET2
 MODEL NO. SC-60-NU ITEM NO. 2
 -ALL PURPOSE COUNTER
 -MODIFY INTERLOCKS TO ALLOW CONNECTION AS CORNER UNIT
 -(2) DECOR PANELS LOCATED ON SIDE
 -(1) DECOR PANEL LOCATED ON END
 COLOR: VERIFY
 HARDWARE: COLOR: VERIFY
 -(2) S/S CONSTRUCTED ROLLED "V" TRAY SLIDE, MITERED ENDS
 -MOUNTED ON FOLD-DOWN BRACKETS

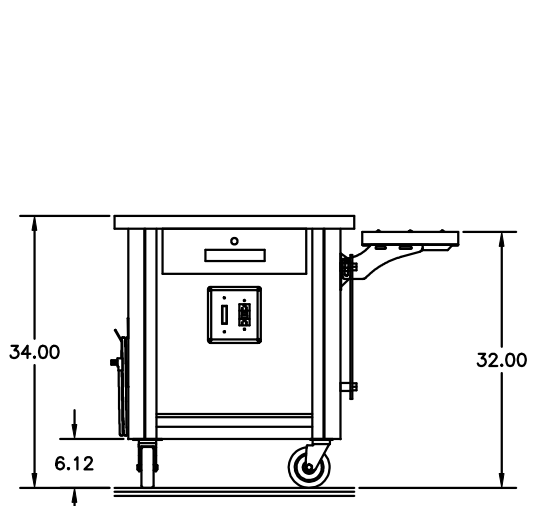
SKU NO. 000-CCA1SEET2
 MODEL NO. DCFSS
 -SINGLE TIER, SINGLE SERVICE FLEXIBLE FOOD SHIELD
 -CONVERTS TO THREE POSITIONS
 -SUPPORTS WITH S/S FINISH AND CHROME MOUNTING HARDWARE
 -0.38 TEMPERED GLASS TOP
 -0.25 TEMPERED GLASS FRONT AND ENDS



ELEVATION ITEM #3 ONLY

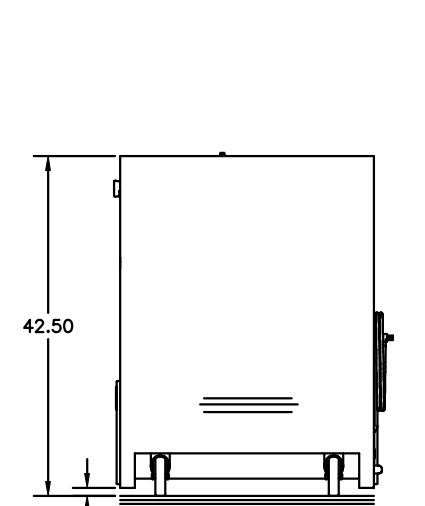
SKU NO. 000-4001SEET3
 MODEL NO. SCSC-30-BP ITEM NO. 3
 -COLD PAN SERVING COUNTER
 -NEMA NO. 5-15 PLUG WITH 9FT CORD
 -115V-60C-1PH-2.38A
 -39.00 BY 21.62 BY 7.00 MECH COOLED COLD PAN WITH DRAIN
 -115V-60C-1PH-2.3A-1/2HP
 -4" DEEP PANS BY OTHERS
 -(2) DECOR PANELS
 COLOR: VERIFY
 HARDWARE: COLOR: VERIFY
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS
 -NEMA 14-20 SINGLE RECEPTACLE
 120V/200-250V-60C-1PH-12.16A(ITEM 1)
 -PIGGYBACK FROM UNIT AT LEFT
 -NEMA 5-15 DUPLEX (GFCI) RECEPT.
 120V-60C-1PH-5.8A (ITEM 4)
 -PIGGYBACK FROM UNIT AT RIGHT
 -NEMA 5-15 DUPLEX (GFCI) RECEPT.
 120V-60C-1PH-10A (ITEM 5)
 -PIGGYBACK FROM UNIT AT RIGHT
 -NEMA NO. 14-30 PLUG W/ 9FT CORD
 120V/200-250V-60C-1PH-25A

SKU NO. 000-CCA1SEET3
 MODEL NO. DCFSS
 -SINGLE TIER, SINGLE SERVICE FLEXIBLE FOOD SHIELD
 -CONVERTS TO THREE POSITIONS
 -SUPPORTS WITH S/S FINISH AND CHROME MOUNTING HARDWARE
 -0.38 TEMPERED GLASS TOP
 -0.25 TEMPERED GLASS FRONT AND ENDS
 -(1) 24.00 LED LIGHT (120V-0.08A)



ELEVATION ITEM #4 ONLY

SKU NO. 000-4001SEET4
 MODEL NO. SC-30 ITEM NO. 4
 -CASHIER COUNTER
 -3 IN. DIAMETER HOLE WITH GROMMET IN TOP
 -S/S SHELF AND LOCKING DRAWER
 -(1) DECOR PANEL
 COLOR: VERIFY
 HARDWARE: COLOR: VERIFY
 -S/S CONSTRUCTED ROLLED "V" TRAY SLIDE
 -MOUNTED ON FOLD-DOWN BRACKETS
 -(1) 120V-15A DUPLEX (GFCI) RECEPTACLE, NEMA #5-15R WITH 10A BREAKER
 -NEMA NO. 5-15 PLUG WITH 9FT CORD
 120V-60C-1PH-10A



ELEVATION ITEM #5 ONLY

MODEL NO. NLFACP-12 ITEM NO. 4
 -FREE STANDING MILK OR BEVERAGE DISPENSER
 -40% STORAGE ONLY
 -CAPACITY (12) STANDARD MILK CRATES
 -REFIG PACKAGE, RE90
 -3.00 DIA. LOCKING CASTERS
 -115V-60C-1PH-5.2A-0.35HP (NEMA #5-15P)

DATE: _____

NO. REVISIONS: 1 2 3 4 5

BY: _____

JOB NAME: KRISLE ES SERVING LINE

DEALER: _____

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