

MONROE COUNTY

MONROE COUNTY BOARD OF COMMISSIONERS

**INVITATION TO BID
DISHWASHER EQUIPMENT
FOR
MADISONVILLE PRIMARY SCHOOL
MONROE COUNTY BOARD OF EDUCATION
BID NUMBER – BOE1205-03-24**

**Monroe County Department of Finance
103 College Street South Ste 9
Madisonville, Tennessee 37354
(423) 442-9383**

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

Bid Prepared By:

Invitation to Bid Number:

Monroe County Finance Department

BOE1205-03-24

March 19, 2024

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **March 19, 2024 2:00 P.M. (EST.)** local time prevailing, and then publicly opened and read for the Purchase of Dishwasher Equipment for Monroe County Board of Education Foodservice Dept, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

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 hereto 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 § 12-12-106

Terms and Conditions of Request for Bids/Proposals

- 1. Award**

Owner reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. Owner further reserves the right to reject the Bid /Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid/Proposal of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder and the rejection of all Bids/Proposals in which that Bidder has an interest. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.
- 2. Preparation of Bid/Proposal**
 - (A) Vendors are expected to examine all Bid/Proposal documents. Failure to do so will be at the vendor's risk.
 - (B) Each vendor shall furnish all information required by the request. The vendor shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
 - (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
 - (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
 - (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.
- 3. Availability of Requested Items**

Vendors must accept responsibility for verifying availability of specified items prior to submission of the Bid/Proposal. Vendor shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-113 if specified items are discontinued, replaced, or will not be available for an extended period of time.
- 4. Restrictive or Ambiguous Specifications**

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-113. These requirements also apply to specifications or procedures that are in error or ambiguous.
- 5. Delivery**

Delivery will be f.o.b. destination unless otherwise specified in the bid document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.
- 6. Federal Tax and State Sales Tax**

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.
- 7. Addenda**

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/ Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and Bid/Propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-113.
- 8. Submission of Bid/Proposal**
 - (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
 - (B) Monroe County does not accept Bids/Proposal by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
 - (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.
- 9. Modification or Withdrawal of Bids**

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

Terms and Conditions of Request for Bids/Proposals

- 10. Late Bids/Proposal**
It is the responsibility of the vendor to deliver their bids or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late Bids/Proposals will not be considered or returned.
- 11. Qualifications of Vendors**
In evaluating Bids/Proposals, Owner will consider whether or not the Bids/Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal Form or prior to the Notice of Award. Owner will consider the qualifications of Bidders/Proposers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 12. Subcontracts**
The vendor 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 the County.
- 13. Non-Collusion**
The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the vendor 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/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee
- 14. Compliance with Applicable Laws**
The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.
- 15. Bid/Proposal Acceptance**
Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless vendor indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, vendor agrees to furnish all services described or specified
- 16. ACCEPTANCE OF BID CONTENT**
The successful contractor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.
- 17. Notification to County**
If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.
- 18. Standard Contract**
Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid.
- 19. News Releases**
News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

- 1. Definitions**
 - A. The "County" is Monroe County, 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" include instructions to vendors, 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 perform 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.
 - F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.
- 2. Contract Terms**

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director 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 the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County 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.
- 3. Contract Modification**

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.
- 4. Delivery Requirement**

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.
- 5. Transportation Charges**

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.
- 6. Packaging**

The County 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.
- 7. Quantities**

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.
- 8. Indemnification and Insurance**

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage.
- 9. 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 County pursuant to this contract shall be deemed accepted until the County 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 the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.
- 10. Warranty**

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.
- 11. Invoices**

Invoices shall be submitted to address as noted on Purchase Order. 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.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County 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.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God 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.

14. 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. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's 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.

15. 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, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of Monroe County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. 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 application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County 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 the County for due cause, the vendor may be barred from bidding on County 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 60 calendar days.

Monroe County Schools
Madisonville Primary School

FOOD SERVICE EQUIPMENT:

PART I GENERAL

1.01 SCOPE:

- A. Food Service Dealer (to be noted as "contractor" in following document) shall furnish and complete all food service equipment, labor, materials, equipment, etc. as specified herein.
- B. Food Service Contractor is responsible for assembly and erection of all equipment included herein in required locations as shown on plans if applicable, leaving same with threaded outlets of type of connections as standardized by Food Service Equipment Manufacturer's for THE FOOD SERVICE CONTRACTOR OR HIS SUBCONTRACTOR to make final plumbing, electric and ventilating connections.
- C. Food Service Contractor is to provide a competent foreman for erection and placing of equipment.
- D. Food Service Contractor shall erect the equipment at the site in full compliance with current rules and regulations of state, county and local regulations. If, because of certain job conditions, any work specified to be performed under this contract must be done by other, the Food Service Equipment Contractor shall sub-let such work to those who may be qualified to do such work or make other arrangements at his own expense as may be approved by the Owner.
- E. **The Food Service Contractor will be requested to visit 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.
- G. Contractor will clean up all debris made by his workmen immediately upon completion of installation and remove same from premises. Equipment is to be received at the school in clean condition and cleaned just prior to Owner's acceptance so as to be free from dirt and dust.

1.02 RELATED DOCUMENTS:

- A. All of the standards Morgan County purchasing procedures apply to any and all equipment purchases by the owner.

1.03 QUALIFICATIONS OF BIDDERS:

- A. The manufacturer of this equipment must be able to show that he is now, and has been engaged in the manufacture or distribution of equipment as required under this contract as his principal product.
- B. Upon demand, manufacturer being considered for possible negotiation shall submit to Owner, evidence of his having executed contracts of a size comparable to this contract. He shall further submit evidence of ample financial resources which enable him to handle the work in a satisfactory manner, and to deliver items of equipment as required, without delaying the progress of the work.
- C. The manufacturer of this equipment as herein specified is a recognized distribution for the items of equipment specified herein to be of other manufacture than his own.
- D. Only CONTRACTORS who can meet the foregoing qualifications will be considered to be approved.
- E. **Food Service Dealer/Contractor must hold a contractor's license in the State of Tennessee. ALL final connections will be required in regards to all equipment completion. Disconnects/Junction Boxes for electrical to be provided by FOOD SERVICE DEALER.**
- F. **Pre-approved equipment disconnection services and installation UTILITY services are to be provided by HOBART SALES AND SERVICE, KNOXVILLE, TN, for all final connections.**
- G. **Food Service Dealer and/or Sub-Contractor maybe required to supply three references of projects completed in a 250-mile radius of Cumberland Co that the owner and/or his agent can call and/or visit sites to confirm the quality of service provided to the end user.**
- H. **All equipment must have a factory authorized service agency available locally for service within a 24 hour period of report of warranty issue. Weekend work is not to be included; standard hours of operation shall be at least 8am-5pm Monday through Friday with emergency service available for additional charges if required.**
- I. **All equipment will be required to be demonstrated by a local manufacturer representative as requested by the owner at the site.**

1.04 DRAWINGS AND FIELD MEASUREMENTS:

- A. Contractor must provide within five (5) days after notification of award, detailed plans showing dimensioned location, size height and where necessary for custom equipment, capacity of all mechanical and electrical services required for each item of equipment new, and furnish three (3) prints of said plans/shop drawings to Owner.
- B. Prints of the foregoing drawings are to be submitted to Owner for approval before proceeding with fabrication.

- C. **Contractor shall check all measurements at the building and be responsible for same.** At time of checking measurements, Contractor shall carefully examine spaces and existing conditions, and report to Owner any work performed by others or planned by others which prevents him from execution of his work as required under the contract and obtain Owner's final decision and instructions before proceeding.
- D. Contractor shall carefully measure locations of all floor and wall penetrations and existing conditions, and indicate them and provide for them on his shop drawings. If his inspection reveals that any of these existing conditions seriously interfere with execution of his work as required under his contract, he is to report these conditions to Owner and await his decision and instructions before proceeding.
- 1.05 **MATERIAL AND WORKMANSHIP:**
 - A. Unless otherwise specified or shown on the drawings, all material to be new, of best quality, perfect and without flaws, and delivered upon completion in an undamaged condition.
 - B. All labor performed in a thorough workmanlike manner by qualified, efficient, and skilled workers.
- 1.06 **SANITARY CONSTRUCTION AND 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 MONROE COUNTY Schools.
 - C. All work and materials shall be in full accordance with the last's rules of the U.S. Public Health Service, State Public Health Service, National Board of Fire Underwriters; any local, Federal and State Ordinances and regulations of the State Fire Marshall.
 - D. Other standards that apply including but not limited to ANSI; NFPA, ASME and AGA.
- 1.07 **BRANDS AND NAMES:**
 - A. Substitutions by any bidder wishing to supply alternate equipment other than that specified shall follow the requirements listed below.
 - B. Bidders recommending such substitutions are cautioned to examine mechanical and electrical conditions and conditions of building to determine if such substitutions will require changes in mechanical or electrical connections which have already been planned or exist. If proposed substitutions require such changes, bidder shall be responsible for any cost involved.
 - C. Any bidder (Food Service Contractor NOT a manufacturer's representative) wishing to supply alternate equipment other than that specified must submit a written request for substitution to the Owner ten (10) days prior to the Bid Date for approval or disapproval. The request must be accompanied by the name of the manufacturer and model, a complete description of the proposed substitution, drawings, catalog cuts, specifications, performance and test data, samples, of applicable, and all information necessary for an evaluation. A statement describing any changes in materials, equipment, or work that incorporation of the substitute would require must be included. A detailed description of the manner in which the proposed substitution conforms and/or varies from the item specified must also be provided. If approved an addendum will be issued three days prior to bid opening. Substitutions will not be accepted if they do not conform to the requirements stated in this section and will NOT be allowed AFTER the bid is opened.
- 1.08 **PERMITS AND LICENSES:**
 - A. Contractor shall give to proper authorities all notices as required by law relative to work in his charge; obtain all official permits, licenses, etc., and pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work, and which may arise incident to the fulfilling of these specifications. Background checks for employees on site during school operation hours may be required and is the responsibility of each contractor to supply documentation as required by the system.
- 1.09 **INSPECTION AND CONDEMNATION:**
 - A. The Owner or their duly authorized representative shall have free access to Contractor's shop or shops during the construction of this equipment for purpose of making inspections to see that plan, specifications, and detail drawings are being adhered to carefully. Contractor shall correct any errors found during these inspections to the extent and within scope of plans, specifications and detail drawings.
- 1.10 **WORK NOTES:**
 - A. **ALL EXISTING EQUIPMENT WILL BE DISCONNECTED, REMOVED AND DISPOSED OF BY HOBART SALES AND SERVICE.**
 - B. **All plumbing, electrical and ventilation work required before final connections with this equipment will be done by MONROE COUNTY SCHOOLS including correct disconnects AND final connection requirement, wiring sized and correct breakers with the Food Service Dealer/subcontractor supplying final connections.**
 - C. All line and disconnect switches, safety cut-outs, control panels, fuse boxes, or other electrical controls, fittings, and connections furnished and installed by MONROE COUNTY SCHOOLS.
 - D. The final connections from MONROE COUNTY SCHOOLS installed disconnects will be installed under Food Service Contractor contract.
 - E. The complete installation described herein is intended to be completed by the Food Service Dealer for each piece of equipment listed.

PART II PRODUCTS

Madisonville Primary School

ITEM 1 - DISHWASHER, CONVEYOR TYPE

Hobart Model No. CL44EN-BAS+BUILDUP

Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, NSF Pot & Pan mode, programable de-lime notification, ENERGY STAR®, Free factory startup for installations within a 100-mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office

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

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

1 ea CL44EN-BASHTE15K Electric tank heat 15kW 1 ea CL44EN-BASERH30K 30kW electric booster

1 ea Single Point (1) service connection standard (Field convertible options available)

1 ea CL44EN-BASELE0CD 480v/60/3-ph

1 ea CL44EN-BASHGTSTD Standard height

1 ea CL44EN-BASDIR0RL Right to left operation

1 ea SL30/E-NOHDRL SL30 side loader RL E-Series (installation priced separately)

1 ea Installation by local Hobart Service Office if within 100-mile radius & done during normal business hours. 72 Hour Assembly Notice Recommended. Must be ordered with Hobart Dishmachine. Price includes Assembly of Side Loader to Hobart dishmachine ONLY. Installation of dishmachine can be by others. Does not include drain connection.

1 ea CL44EN-BASFETSTD Standard feet

1 ea DTV-CLEN Drain water tempering kit for CLEN models

1 ea Installation of DWT kit only (NET)

1 ea VNTHD/E-ADJ E-series vent hood domestic (adjustable)

1 ea SHTHD/E-ADJ E-series vent hood short (adjustable) S

3 ea HTPAN-RACK Rack, 6 sheet pan

1 ea CLE/TBL-SWITCH Table limit switch CLE-Series

1 ea CURTAIN-KITSTD KIT CURT'N SPLASH Standard E-SERIES

ITEM 2 – DISPOSER

Hobart Model No. FD4/300+BUILDUP

Disposer, basic unit only, 3 HP motor, steel housings, adjustable flange feet

1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours

1 ea FD4/300-ELE0KT 208-230/460v/60/3-ph & 208/415v/50/3-ph

1 ea CONTROL-GRP60KP Control Panel Group 6, 200-240v/50/3-ph & 200- 240/440-480v/60/3-ph

1 ea ACCESS-GROUPD Disposer Accessory, GROUP D, includes: vinyl silver- saver splash guard ring, vacuum breaker, fixed direction water inlet for sink, 7" I.D. stainless steel weld-in adapter

ITEM 3 – SOILED DISH TABLE

New Soiled Dish table provided by Hobart Sales and Service

ITEM 4 – EXISTING CLEAN DISH TABLE

Existing clean dish table relocated by Hobart Sales and Service

ITEM 5 – EXISTING HAND SINK

ITEM 6 – REMOVE AND INSTALL

Hobart Sales & Service Model No. REMOVE AND INSTALL Statement of Work:

Removal and disposal of current dish machine and tables. Delivery and installation of new dish machine, tables, hose reel and water softener. Installation of pant leg duct. Final utility connections to include, electric, water, drain, and duct.

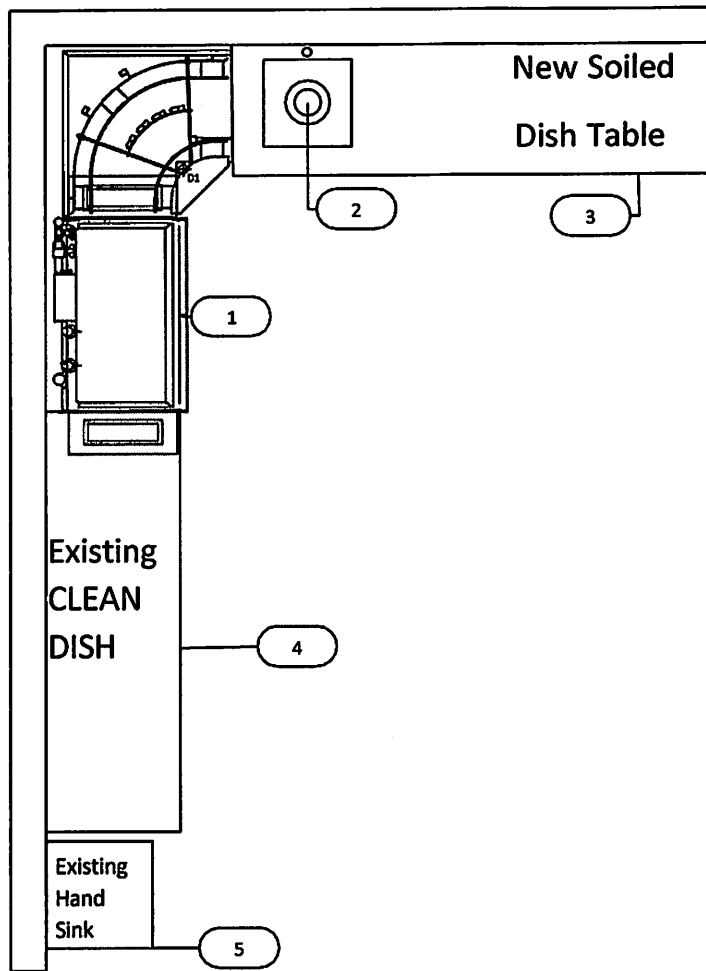
Included:

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

Optional Service Offered: *

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

Madisonville Primary School



EQUIPMENT SCHEDULE

Item No	Quantity	Unit	Category	Mfr	Model
1	1	ea	Dishwasher, Conveyor Type	Hobart	CL44EN-BAS+BUILDUP
	1	ea	Side Loader	Hobart	SL30E-NOHDRL
2	1	ea	Disposer	Hobart	FD4/300+BUILDUP
3	1	ea	Soiled Dish Table	Custom	New
4	1	ea	Clean Dish Table	Custom	Existing
5	1	ea	Hand Sink	Custom	Existing

END OF SPECIFICATIONS

DISHWASHER EQUIPMENT--REMOVE AND INSTALL

PRICE: #1 Madisonville Primary School \$

Award

The contract award, if made, will be to the vendor whose bid meets the specifications and conditions set forth, and whose bid is most advantageous to the County. Price shall be an evaluation factor as well as the qualifications and ability of the vendor to perform the necessary work, and past performance history. Monroe County reserves the right to reject any and all bids submitted.

The vendor agrees that additional schools and government agencies may participate under the same terms and prices afforded by any contract arising from the bid award.

The successful vendor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful vendor to accept these obligations in a contractual agreement may result in cancellation of the award.

Monroe County reserves the right to incorporate standard county provisions into any contract negotiated as a result of any bid submitted in response to the bid.

The company shall not engage the services of any person employed by Monroe County Government, including any department, commission, or board thereof without written consent of the County.

Invoicing

Invoices must contain date and location supplies were delivered and the purchase order number for that particular order. Invoices will be paid within thirty (30) days once received. **The vendor is not to fulfill any orders for the County without a purchase order in place.**

Response Submission

In order to facilitate the bid evaluation process, one (1) original and one (1) exact copy of the bid must be submitted to the Purchasing Department. All bids must be packaged, sealed, and show the following information on the outside of the package:

Company's Name and Address
Bid Number and Title and Bid Due Date and Time

Submit to:
Monroe County Finance Department
Attn: Casey Raper
103 College Street South, Ste. 9
Madisonville, TN 37354



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion 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 CFR §§ 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 or 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	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](#) 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.

USDA is an equal opportunity provider, employer, and lender.

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 must 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 CFR 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 may 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 General Services Administration's System for Award Management Exclusions 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.

USDA Nondiscrimination 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 color, national origin, sex, religious creed, disability, age, political beliefs, 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, audiotope, 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.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, 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 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 Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

By _____ Date: _____

(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For

Name of Grantee

\ _____
Title of Grant Program

References

The vendor must be able to provide a list of three (3) references, including the name, complete address, contact person, phone number, and length of time services have been provided for other local schools or government organizations or corporations for which the vendor provided Office Supplies in the past five years.

Name: _____ Address: _____
Contact Person: _____ Phone Number: _____
Period of time services were provided: _____

Name: _____ Address: _____
Contact Person: _____ Phone Number: _____
Period of time services were provided: _____

Name: _____ Address: _____
Contact Person: _____ Phone Number: _____
Period of time services were provided: _____

Monroe County reserves the right to reject any and all bids and to negotiate with an applicant prior to entering into a contract. Any award pursuant to the terms and provisions hereof shall be in the best interest of Monroe County.

Litigations

The prospective Office Supply vendor shall identify by name, docket number, and Court, all litigations to which the prospective Office Supply vendor and/or vendor's firm has been a party from January 2005 to present.

NO _____
YES _____

Name of Case (include case or docket number): _____
Court in which case is filed: _____

Description of claims that are subject to any litigations:

Decision/Verdict of case if concluded:

Must be Included in Bid Package

- 1. One original and one copy of bid
- 2. Three References
- 3. Litigations

****ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE****

BIDDER INFORMATION:

Name of Bidder: _____

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

- 1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
- 2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- 3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
- 4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____
(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____