

WARREN COUNTY EQUIPMENT SPECIFICATIONS AND BID DOCUMENTS

TERMS AND CONDITIONS TO BID:

1. Addenda

No modifications to the Invitation to Bid (ITB) shall be binding upon the County unless made in writing by an authorized representative of the Warren County School Nutrition Department. Bid addenda, if issued, are sent to registered bidders. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly. No addenda will be issued later than 48 hours prior to bid deadline, excluding weekends and legal holidays.

2. Availability of Requested Items

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

3. Award

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

4. Bid Acceptance

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

5. Compliance with Applicable Laws

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

6. Conflict of Interest

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

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

7. Debarment and Suspension

By signing this proposal, the Contractor certifies that it and its current principals, and its current subcontractors and their principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

a. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

b. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

c. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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8. Declarative Statements

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

9. Delivery

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

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

10. Federal Tax and State Sales Tax

Purchases by Warren County School Nutrition Department are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by Warren County Schools upon the Contractor's request.

11. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline.

The time of record will be the date/time stamp of Warren County Finance Purchasing Department. Late bids will not be considered or returned.

12. Modification or Withdrawal of Bids

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

13. Non-Collusion

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

14. Notification to County

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

15. Preparation of Bids

(A) Bidders are expected to examine all bid documents.

Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.

(C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

(G) Bidders are cautioned to check their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

16. Public Information

The vendor understands that any material supplied to Warren County Schools may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

17. Qualifications of Bidders

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

18. Regulation Compliance

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

(A) All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).

(B) All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.

Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

19. Restrictive or Ambiguous Specifications

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

20. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by Warren County School Nutrition Department.

21. Submissions of Bids

(A) Bids shall be enclosed in a sealed envelope and addressed to the Warren County Finance Department, Atten: Linda Hillis 201 Locust Street McMinnville, TN 37110. The name and address of the bidder shall be identified on the face of the envelope along with the bid number and title. Bids for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.

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

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

1. 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.

2. Appropriation

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

3. 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, Warren County School Nutrition Department may cancel this contract or affirm the contract and hold the seller responsible for damages.

4. Contract Modification

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

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5. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order signed by the School Nutrition Supervisor or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by Warren County School Nutrition Department of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by Warren County School Nutrition Department 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.

6. Definitions

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

7. Equal Opportunity / Non-Discrimination

It is the policy of Warren County School Nutrition Department to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21 and related statutes and regulations to the end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at:

www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call 1-866-632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442, or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 1-800-877-8339; or 1-800-845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

8. Indemnification and Insurance

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 if requested.

9. Independent Contractor

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

10. 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 Warren County School Nutrition Department pursuant to this contract shall be deemed accepted until Warren County School Nutrition Department 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 Warren County Schools discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to Warren County School Nutrition Department satisfaction.

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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.

12. Limitations of Liability

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

13. Notice and Service Thereof

Any notice to any contractor from Warren County School Nutrition Department 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.

14. Packaging

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

15. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against Warren County School District, or those selling or using Warren County School District 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.

16. Possession of Weapons

All vendors and their employees and their agents are prohibited from possessing any weapons on Warren County School property without prior written consent from Warren County School District Director. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

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

18. Quantities

Warren County School District assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to Warren County School Nutrition Department rejection and return at seller's expense.

19. Registration

Prior to contract award, bidders shall be required to have completed their vendor registration with Warren County Schools Finance Purchasing Department. Upon completion, it is the responsibility of the vendor to keep their information current. Vendors may register or update their registration by emailing dawess@warrenschoools.com or by written response to Warren County School Nutrition Department, 2548 Morrison Street, McMinnville, TN 37110.

20. Remedies

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

21. Right to Inspect

Warren County Schools reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

22. Severability

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

23. Termination of Contract

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, Warren County Schools may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part,

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in the sole judgment and discretion of the Purchasing Agent. Warren County Schools expressly retains all its rights and remedies provided by law in case of such breach, and no action by Warren County Schools shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as Warren County Schools Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by Warren County Schools for due cause, the vendor may be barred from bidding on Warren County School Nutrition Department contracts for a period of 12 months.

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

SPECIAL PROVISIONS

Intent: It is the intent of this Invitation to Bid (ITB) to procure a contract for the purchase, delivery and installation and/or set in place for final connections by others of equipment per specifications for the Warren County School Nutrition Department.

Bid Evaluation and Award: Warren County School Nutrition Department reserves the right to accept or reject any or all bids, and does not guarantee that a contract will result from this ITB. Warren County School District reserves the right to award to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation to bid, is the lowest in price; upon final acceptance by the Board of Education. The bidder may be required by the Warren County Schools to prove their financial and productive capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the Warren County School Nutrition Department, upon request, three (3) customer references of similar work performed by the bidder.

Contract Period: If awarded, the bid period for this award shall be a one-year period commencing upon approval by the Board of Education. Contract pricing shall be firm for one (1) year.

Quantities: Warren County School Nutrition Department does not guarantee any purchase will be made as a result of this ITB; also, Warren County School Nutrition Department does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this ITB.

Scope of Work: The successful bidder shall provide equipment that meets the enclosed specifications.

VERIFY: Contractor shall not be required to disconnect and remove the existing equipment. Warren County Middle School, 200 Caldwell Street, McMinnville, TN 37110.

CONFIRM TYPE OF INSTALLATION:

OPTION 1: All pricing to include delivery, uncrate and set in place with all crating material removed from the site. New units are to be cleaned and ready for use.

OPTION 2: All pricing to include delivery, uncrate and set in place with all crating material removed from the site ready for final connections by others. New units are to be cleaned and ready for use.

It is the bidder's responsibility to visit the jobsite, and to work with the Warren County School Nutrition Department to verify the feasibility of installation of new equipment at any location and all electrical and installation requirements per code.

The standard industry lead-time of four (4) to six (6) weeks from receipt of purchase order is acceptable. The Contractor will give an accurate lead-time to the Warren County Nutrition Department at the time of ordering, if the lead-time is more than the six (6) weeks industry standard, the County reserves the right to cancel the order. Warren County Schools Nutrition Department anticipates a delivery date of four (4) weeks after bid award and installation shortly thereafter.

Payment: A Purchase Order will be issued to the contractor by Warren County Schools Government. Upon receipt of an invoice, which must list in detail the work performed, the Warren County Finance Department shall remit payment in the form of a check to the Contractor. Warren County Schools is tax exempt, a Certificate of Tax Exemption will be provided to the Contractor upon request. Warren County School Nutrition Department *will pay no more than the bid price.*

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

Warranty: Equipment supplied in accordance with this ITB must include a minimum standard one (3) years parts and labor warranty.

Insurance: The successful bidder is required to provide a Certificate of Insurance to the Warren County Finance Purchasing Agent in accordance with the requirements as noted on the insurance checklist enclosed with this ITB. The Certificate must be turned in to the

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Warren County Finance Purchasing Department within five (5) business days from notice of intent to award, excluding Warren County School holidays. Complete certified copies of insurance policies shall be provided upon request. The contractor must maintain the insurance coverage required by the Warren County School District while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the Warren County Schools Risk Management Department. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

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

Site Visit: A pre-bid meeting can be scheduled by contacting Sandy Dawes, 931-668-4022 (ex. 246) or email to dawess@warrenschoools.com.

Brand Names: Bids are requested on brands or pre-approved equal: Unit price bids are requested on products that are equal to or exceed the quality and performance of the brands and model numbers listed. References to the brand names, trade names, model numbers, or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is presented and approved before bid opening, Warren County School Nutrition Department has the final decision as to whether or not the alternate item is acceptable. It is the responsibility of the bidders to furnish specifications, catalog pages, brochures, spreadsheet comparisons and other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered.

If requested by Warren County School Nutrition Department, bidders shall have a display model available for inspection.

Bid Submittals: Bid signed by an authorized company official shall be submitted to:

Warren County Finance Department, Attention: Linda Hillis
201 Locust Street
McMinnville, Tennessee 37110

To be accepted, bids must be submitted:

- In a sealed envelope.
- Received at the above address no later than (Date to be announced) or (can get date by emailing dawess@warrenschoools.com.)

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

- Pricing sheets.
- Bid an approved equal.

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

PRICING	
Pricing shall include the purchase, delivery, complete installation (including labor, materials, travel, permits, et cetera) and warranty of the food service equipment as specified in this ITB. LIST OF EQUIPMENT PER ITEM #	\$COST OF EACH ITEM
GRAND TOTAL OF BID	\$ GRAND TOTAL
Lead time for equipment after receipt of order:	A.R.O.
Length of time for installation only:	
Payment Terms: Offers of less than 20 days will not be considered in bid evaluation. If no other terms are quoted and accepted Warren County Schools normal payment terms of Net 30 will be adopted	
Will your company accept payment via ACH deposit? ACH is an electronic deposit into your bank account from our bank account. Deposit would be made instead of processing a check. *If yes, forms can be submitted after a contract award is made.	___ YES* ___ NO

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Company Official authorized to sign contracts:

Company Name:

Authorized Signature:

Printed Name:

Title:

Date:

Email Address:

Business License Number

State:

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VENDOR INFORMATION

Please type/print clearly:

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

Specifications

11/07/2016

Please quote the following items and send your pricing by XXXX to School Nutrition Director Sandy Dawes, Warren County Schools. Please include delivery uncrate and set in place clean and ready for use at Eastside Elementary 2121 Old Rock Island Road, Rock Island, TN 38581.
Sandy Dawes dawess@warrenschools.com

ITEM - PORTABLE THUMADUKE SERVING SYSTEMS CAFETERIA COUNTER UNITS WITH 20GA PAINT GRIP STEEL BODIES, SPECIAL COLOR POWDER COAT PAINT COLOR TO MATCH SHERWIN WILLIAMS SW6890 OSAGE ORANGE, S/S SOLID TRAY SLIDES, POWDER COATED PAINT GRIP STEEL KICKPLATES AND 14GA S/S TOPS AS FOLLOWS:

NON STANDARD PAINT COLOR (1 REQ'D)

Duke Manufacturing Model CUST-PNT

Non-standard powder coat paint color, one time per job charge

ITEM 1 -UTILITY SERVING COUNTER (1 REQ'D)

Duke Manufacturing Model TST-32PG

Thurmaduke™ Solid Top Unit, mobile utility counter, 32"W x 32"D x 36"H, 16ga stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters (2 with brakes), NSF - *** less intermediate shelf ***

- 1 ea Powder coat color to be determined
- 1 ea Counter top options
- 1 ea 14ga stainless steel top in lieu of standard (TMOD-14)
- 1 ea Internal locking device, stainless steel pin & latch line up device under counter top, per unit price (on both ends)
- 1 ea Door on operator's side
- 1 ea Grill enclosure, stainless steel, full size on operator's side (no door), & magnetic catches
- 1 ea 6" high stainless steel legs in lieu of standard casters, with stainless steel adjustable foot (TMOD-15)
- 1 ea Solid stainless steel trayslide, 16ga stainless steel, (2) rubbing tracks, on (2) stainless steel fixed brackets
- 1 ea Located on operator's side - *** mounted 30" A.F.F. ***
- 2 ea For stainless steel hinged bracket in lieu of standard bracket, each bracket
- 1 ea Internal locking device, stainless steel pin & latch line up device under tray slide top, per unit price (on both ends)
- 1 ea Fabrication & electrical modifications
- 1 ea 8 ft. cord & plug in lieu of standard cord set, specify NEMA number
- 1 ea Rectangular cutout with reinforced turn down edges & corners welded closed - *** for dealer supplied Silver King ***
- 1 ea Electric outlet in base, J-box, receptacle & cover mounted & wired to a single point connection, specify NEMA number
- 1 ea Special body modifications
- 1 ea Special body height - *** 32" working height ***
- 1 ea Special 2nd louvered grille on customer's side
- 1 ea Special 1" bottom shelf
- 1 ea Kickplates, powder coated steel, recessed, screw attached & 1/2" above floor for easy rolling
- 1 ea On operator's side
- 1 ea On the end, each
- 1 ea Powder coat color to be determined

THE FOLLOWING UNIT IS TO BE ORDERED BY THE FOOD SERVICE DEALER AND SHIPPED TO DUKE FOR INSTALLATION AT THE FACTORY.

- 1 ea Silver King Model SKCTMDI/C1 Countertop Drop-In Display Freezer (contact factory for further description & details)

- 1 ea Silver King 115v/60/1ph, 2.7 amps, NEMA 5-15P
- 1 ea Silver King Model 10315-08 Lock Bar Kit, for SKCTMDI

ITEM 2 -COLD PAN SERVING COUNTER (1 REQ'D)

Duke Manufacturing Model TCM-60PG-N7

Thurmaduke™ Cold Food Unit, mobile, 60"W x 32"D x 36"H, 16ga stainless steel top, NSF 7 stainless steel mech. cold pan, 8" deep, 56-1/2" x 21-3/4" liner, 1" drain line & valve, 20ga paint grip steel body & undershelf, 5" dia. swivel casters (2 with brakes), 6' cord & plug, cULus, UL EPH CLASSIFIED

- 1 ea 120v/60/1-ph, 5.2 amps, NEMA 5-15P, 1/4 HP compressor
- 1 ea Powder coat color to be determined
- 1 ea Mechanical cold pan options
- 1 ea Condensate evaporator with drain line routed to pan & valve omitted
- 1 ea False bottom, 1/2" high, perforated stainless steel & removable sections
- 1 ea Counter top options
- 1 ea 14ga stainless steel top in lieu of standard (TMOD-14)
- 1 ea Internal locking device, stainless steel pin & latch line up device under counter top, per unit price (on both ends)
- 1 ea Doors on operator's side
- 1 ea Cold pan special compressor compartment on operator's side, dry storage partitioned on operator's left, & stainless steel louvered grill with magnetic catches on the right
- 1 ea Sliding doors, with lock & keys, paint grip steel, powder coated to match body, self-closing, & recessed stainless steel pulls
- 1 ea Solid stainless steel trayslide, 16ga stainless steel, (2) rubbing tracks, on (2) stainless steel fixed brackets
- 1 ea Located on operator's side - *** mounted 30" A.F.F. ***
- 2 ea For stainless steel hinged bracket in lieu of standard bracket, each bracket
- 1 ea Internal locking device, stainless steel pin & latch line up device under tray slide top, per unit price (on both ends)
- 1 ea Special body modifications
- 1 ea Special body height - *** 32" working height ***
- 1 ea Special center cold well front to back in body
- 1 ea Kickplates, powder coated steel, recessed, screw attached & 1/2" above floor for easy rolling
- 1 ea On operator's side
- 1 ea Powder coat color to be determined

ITEM 3 -UTILITY SERVING COUNTER (1 REQ'D)

Duke Manufacturing Model TST-32PG

Thurmaduke™ Solid Top Unit, mobile utility counter, 32"W x 32"D x 36"H, 16ga stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters (2 with brakes), NSF - *** less intermediate shelf ***

- 1 ea Powder coat color to be determined
- 1 ea Counter top options
- 1 ea 14ga stainless steel top in lieu of standard (TMOD-14)
- 1 ea Internal locking device, stainless steel pin & latch line up device under counter top, per unit price (on both ends)
- 1 ea Door on operator's side
- 1 ea Single door, with lock & keys, left hand hinge, paint grip steel, powder coated to match body, magnetic catch, & recessed stainless steel pull
- 1 ea Solid stainless steel trayslide, 16ga stainless steel, (2) rubbing tracks, on (2) stainless steel fixed brackets
- 1 ea Located on customer's side - *** mounted 30" A.F.F. ***
- 2 ea For stainless steel hinged bracket in lieu of standard bracket, each bracket
- 1 ea Internal locking device, stainless steel pin & latch line up device under tray slide top, per unit price (on both ends)
- 1 ea Special body modifications
- 1 ea Special body height - *** 32" working height ***

- 1 ea On the end, each
- 1 ea Powder coat color to be determined

ITEM 4 -CASH REGISTER STAND (1 REQ'D)

Duke Manufacturing Model TCS-30PG

Thurmaduke™ Cashier Stand, mobile, 30"L, 32"W, 36"H, 16ga stainless top, 20ga paint grip steel body & partial undershelf, stainless steel tube foot rest, 5" dia. gray poly swivel casters (2 with brakes), NSF

- 1 ea Powder coat color to be determined
- 1 ea with drawer, stainless steel face & frame, 24.375" x 20" x 3-1/2" deep stainless steel liner, roller slides, & black pull handle (TCS-DR)
- 1 ea Cylinder lock & keys (TCS-LK)
- 1 ea Counter top options
- 1 ea 14ga stainless steel top in lieu of standard (TMOD-14)
- 1 ea Internal locking device, stainless steel pin & latch line up device under counter top, per unit price (on both ends)
- 1 ea Solid stainless steel trayslide, 16ga stainless steel, (2) rubbing tracks, on (2) stainless steel fixed brackets
- 1 ea Located on cashier's left - *** mounted 30" A.F.F. ***
- 2 ea For stainless steel hinged bracket in lieu of standard bracket, each bracket
- 1 ea Internal locking device, stainless steel pin & latch line up device under tray slide top, per unit price (on both ends)
- 1 ea Fabrication & electrical modifications
- 1 ea 10 ft. cord & plug, specify NEMA number
- 1 ea Round cutout with raw edge - *** 2-3/4" with grommet
- 1 ea J-box & cover mounted - *** for data system ***
- 1 ea Electric outlet in base, J-box, receptacle & cover mounted & wired to a single point connection, specify NEMA number
- 1 ea Kickplates, powder coated steel, recessed, screw attached & 1/2" above floor for easy rolling
- 1 ea On cashier's left
- 1 ea Powder coat color to be determined

PLEASE SEE DRAWING

STANDARD SERVING SYSTEM PRACTICES

SOLID SURFACE TOPS AND TRAY SLIDES

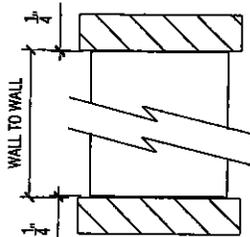
- ALL SOLID SURFACE TOPS AND TRAY SLIDES, WITH FIELD SEAMS, WHEN SPANNING MORE THAN ONE UNIT, WILL SHIP LOOSE.
- SOLID SURFACE TOP AND TRAY SLIDES SPECIFIC TO SINGLE UNIT SHIPS INSTALLED.
- SOLID SURFACE TOPS AND TRAY SLIDES REQUIRE A CERTIFIED INSTALLER, SPECIFIC TO THE BRAND, TO SEAM THE UNITS IN THE FIELD DURING PRODUCT INSTALLATION.

STAINLESS STEEL TOPS AND TRAY SLIDES

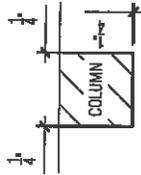
- MAXIMUM CONTINUOUS STAINLESS STEEL TOP LENGTH 144" (12) BEFORE BOLTED OR WELDED FIELD JOINT.
- MAXIMUM CONTINUOUS STAINLESS STEEL TRAY SLIDE LENGTH 144" (12) BEFORE BOLTED OR WELDED FIELD JOINT.
- BOLTED OR WELDED FIELD JOINT AT ALL MITERED TRAY SLIDE CORNERS.

ALLOWANCE FOR FIELD CONDITIONS

- FACTORY TO ALLOW 1/4" AT ALL WALLS, COLUMNS, AND PASS THROUGH WINDOWS FOR FIT. (SEE WALL TO WALL AND COLUMN EXAMPLES)



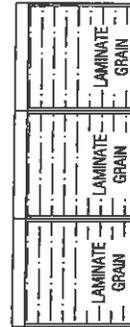
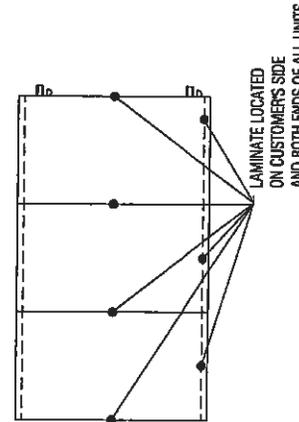
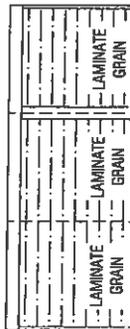
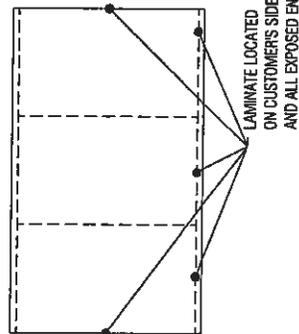
**WALL TO WALL
EXAMPLE**



**COLUMN
EXAMPLE**

LAMINATE AND/OR DECOR PANELS

- PLASTIC LAMINATE GRIN (IF ANY) WILL BE RUN HORIZONTALLY UNLESS OTHERWISE SPECIFIED.
- COUNTERS WITH CONTINUOUS OR T-FRIMED TOPS TO HAVE LAMINATE OR DECOR PANELS (AS INDICATED IN GENERAL NOTES) CONTINUOUS ON CUSTOMER SIDE WITH PILASTERS AT REQUIRED SEAMS, AND EXPOSED ENDS UNLESS OTHERWISE SPECIFIED. (SEE EXAMPLE-1)
- STAND-ALONE CABINETS OR CABINETS ON CASTERS THAT CAN BE SEPARATED TO HAVE LAMINATE OR DECOR PANELS (AS INDICATED IN GENERAL NOTES) ON CUSTOMER SIDE AND BOTH ENDS OF ALL UNIT UNLESS OTHERWISE SPECIFIED. (SEE EXAMPLE-2)
- DEVIATION FROM STANDARD LOCATIONS IN ADDITIONS OR OMISSIONS INDICATED ON CUSTOM DECOR DETAIL SHEET.
- SPECIAL/CUSTOM DECOR (I.E. MULTIPLE COLORS OR SPECIAL MATERIALS) INDICATED ON CUSTOM DECOR DETAIL SHEET.



SUBMITTAL NOTES

THE FOLLOWING MUST BE VERIFIED PRIOR TO CONSTRUCTION

- ANY DECOR COLOR CHOICES INCLUDING LAMINATE, PAINT COLOR, OR CUSTOM DECOR FEATURES, IF APPLICABLE
- ALL ELECTRICAL VOLTAGE AND PHASE OF DUKE HOT FOOD UNITS AND BUYOUT EQUIPMENT IF APPLICABLE
- ALL CRITICAL FIELD DIMENSION IF ANY AS INDICATED IN PLAN VIEW.

BUYOUT EQUIPMENT

- COPY OF BUYOUT EQUIPMENT ORDER MUST BE SENT TO DUKE MANUFACTURING PROJECT MANAGER AT TIME OF BUYOUT ORDER PLACEMENT.
- ALL BUYOUT EQUIPMENT MUST BE RECEIVED BY DUKE MANUFACTURING 3 WEEKS PRIOR TO ESTABLISHED SHIP DATE FROM FACTORY.
- ALL BUYOUT EQUIPMENT PROVIDER AND INSTALLER MUST BE INDICATED IN EQUIPMENT SCHEDULE AT TIME OF DRAWING APPROVAL. (SEE EXAMPLE)



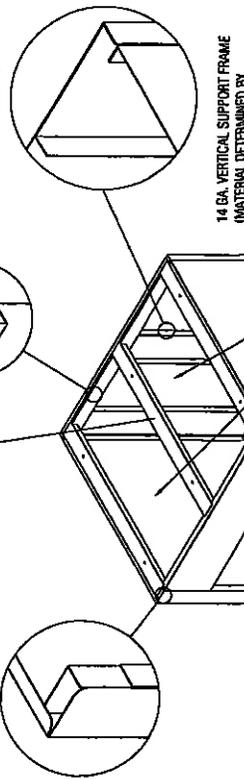
Installed By	Provided By	NEMA#	N/A

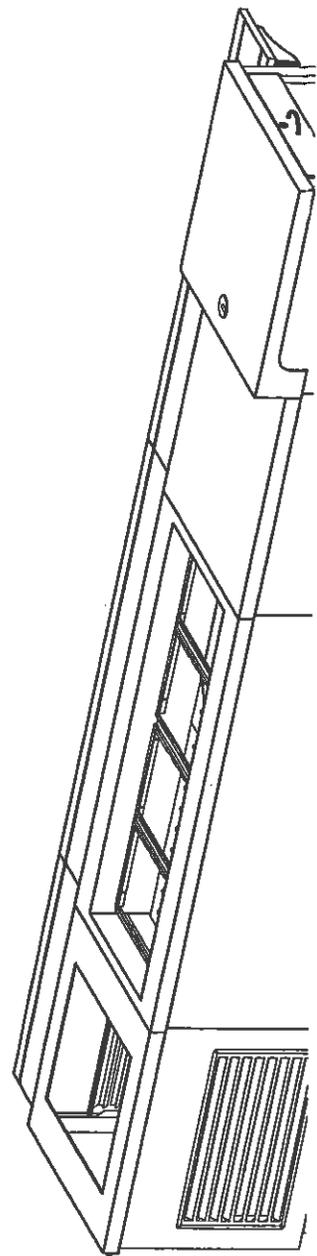
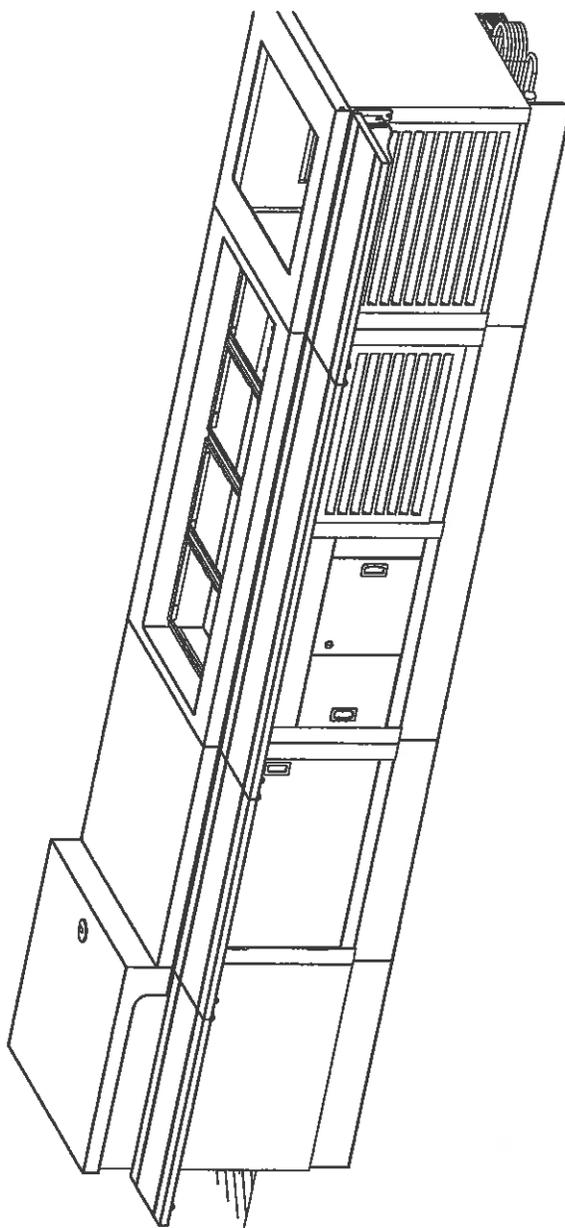
STANDARD CHANNEL BODY CONSTRUCTION

14 GA. PG STEEL TOP/FRONT SUPPORT FRAME

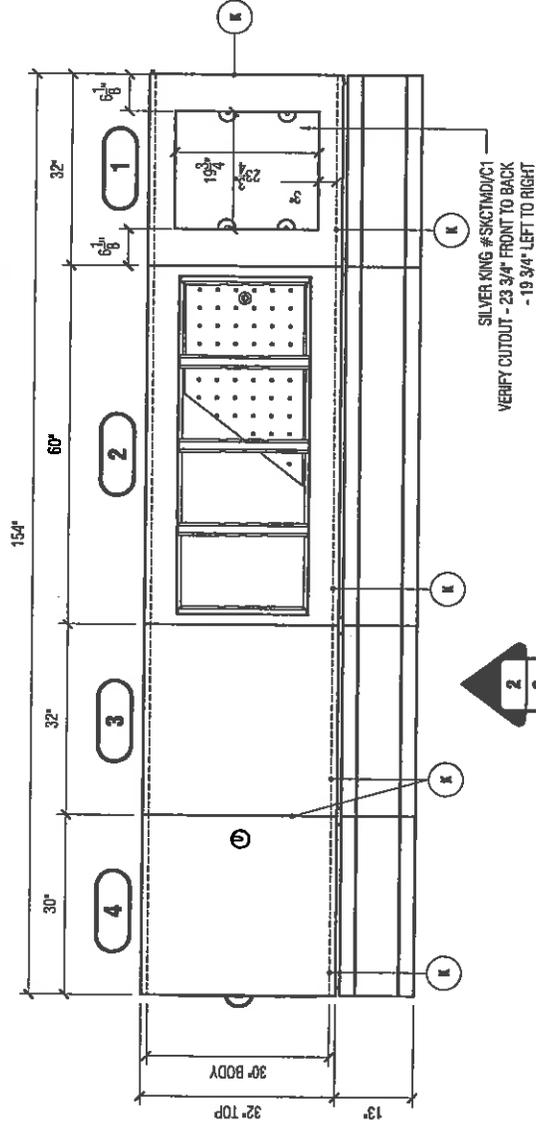
14 GA PG STEEL HAT CHANNELS LOCATED AS REQUIRED TO SUPPORT DROP-IN AND/OR COUNTER TOP EQUIPMENT

20 GA PG STEEL MILLION ENCLOSURE CHANNELS





PRELIMINARY DRAWING: NOT FOR APPROVAL



1 PLAN VIEW
3 3/8" = 1'-0"

