

## Specifications

8/15/2019

### CONTACT INFORMATION:

Greeneville City Schools  
P.O. Box 1420, Greeneville, TN 37744  
Attention: Karen Wilhoit-Director of School Nutrition  
[wilhoitk@gcschools.net](mailto:wilhoitk@gcschools.net)  
423-787-8012

It is the intent of this Invitation to Bid (ITB) to procure a contract for the following:  
The purchase, delivery and set in place a Combi Oven for Hal Henard Elementary School. Final electrical and plumbing connections will be made by *Greeneville City Schools*.

***Each page of this bid sheet must be initialed by the authorized bidder and a copy returned with the bid form.***

### TERMS AND CONDITIONS TO BID:

#### **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. Addenda**

No modifications to this Invitation to Bid (ITB) shall be binding upon the Greeneville City School System unless made in writing by an authorized representative of the Greeneville City School System 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.

#### **3. Appropriation**

In the event no funds are appropriated by Greeneville City Schools for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, 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.

#### **4. Availability of Requested Items**

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

## **5. Award**

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

## **6. Background Check**

Any employee of the successful Bidder and/or Contractor of that Bidder must submit to a criminal history records check prior to the employee having contact with students or entering school grounds while students could be present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the Bidders expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The Greeneville City Schools reserves the right to remove any employee or Contractor of a Bidder from school grounds at any time for safety concerns.

## **7. 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, Greeneville City Schools may cancel this Contract or affirm the Contract and hold the Seller responsible for damages.

## **8. Bid Acceptance**

Bid prices quoted shall be held firm and subject to acceptance by Greeneville City Schools for a period of sixty (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.

## **9. Compliance with Applicable Laws**

The Bidder shall comply with all laws and regulations relating to the manufacture, sale and purchase of items or services by Greeneville City Schools insofar as they pertain to this Contract.

## **10. Conflict of Interest**

No employee, officer or agent of Greeneville City Schools shall participate in the selection, awarding of or administration of a Contract if a conflict of interest, real or apparent, would be involved. The Greeneville City Schools employees, officers, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

By submission of its proposal, the Contractor pledges 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. The Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Greeneville City Schools as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

**11. Contract Modification**

The Contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the Greeneville City Schools Director. No other individual is authorized to modify the contract in any manner.

**12. 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 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 Greeneville City Schools of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by Greeneville City Schools of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the Seller's acceptance are hereby objected to.

**13. Debarment and Suspension**

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

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

The Contractor shall provide immediate written notice to the District 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.

**14. Declarative Statements**

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

**15. Delivery**

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

Greeneville City Schools requires that all goods or services ordered be delivered when specified. Time is, therefore, essential to this contract. If delivery is not made or services performed at the agreed upon time, Greeneville City Schools reserves the right to cancel the order and/or charge a penalty of \$250.00 per business day for each day order is late. Repeated instances of late stated delivery time will be just cause for disqualifying the Bidder from future bidding opportunities.

**16. Equal Opportunity / Non-Discrimination**

It is the policy of Greeneville City Schools to ensure compliance with Title VI of the Civil Rights Act of 1964 "Nondiscrimination on Federal Assisted Programs" - In accordance with Federal civil rights laws and U.S. Department of Agriculture (USDA) civil rights regulations and policies, of employees and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal / retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact Greeneville City Schools or the USDA. Individuals who are deaf, hearing impaired 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](http://www.ascr.usda.gov/complaint_filing_cust.html) at any USDA office or write a letter addressed to USDA. 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:

**Mail:** U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

**Fax:** (202) 690-7442; or

**Email:** [program.intake@usda.gov](mailto:program.intake@usda.gov)

*This institution is an equal opportunity provider.*

**17. Federal Tax and State Sales Tax**

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

**18. Indemnification and Insurance**

Contractor agrees to carry general liability coverage and Worker's Compensation insurance satisfactory to Greeneville City Schools specifications and to indemnify Greeneville City Schools against all liability, loss and damage arising out of any injuries or damages to persons and/or property caused by the Contractor, his employees, agents or subcontractors. The Contractor will furnish written evidence of such insurance coverage with the bid documents.

**19. Independent Contractor**

Contractor shall acknowledge that it and its employees serve as independent contractors and that Greeneville City Schools shall not be responsible for any payment, insurance or incurred liability. None of Contractor's employees or subcontractors shall be deemed to be Greeneville City Schools' co-employees.

**20. Inspection and Acceptance**

The Contractor shall be responsible for all materials and/or services until they are delivered and accepted. No material or service received by Greeneville City Schools pursuant to this contract shall be deemed accepted until Greeneville City Schools has had reasonable opportunity to inspect said material or service. Any material discovered to be defective or nonconforming 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 Greeneville City Schools discount privileges or exclude any other legal, equitable or contractual remedies Greeneville City Schools may have. Performance of services shall be completed to Greeneville City Schools satisfaction.

**21. Invoices**

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information:

- A. Purchase order number;
- B. Item number; and
- C. Contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors or omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

**22. Late Bids**

It is the responsibility of the Bidder to deliver 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 recorded by a Greeneville City Schools representative upon receipt of the bid. Late bids will not be considered or returned.

**23. Limitations of Liability**

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

**24. Modification or Withdrawal of Bids**

Bids may be modified or withdrawn by signed written notice to Greeneville City Schools by an authorized Vendor representative provided the modification or withdrawal is received prior to the bid deadline. A Vendor representative making a modification(s) in person shall have proper identification and shall initial any change(s). The Vendor representative shall sign a receipt for the withdrawal of a bid.

**25. Non-Collusion**

The requirements of State and Federal Antitrust Laws, 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.

**26. Nondiscrimination and Non-conflict statement:**

The Contractor agrees that no person on the grounds of handicap, age, race, color, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to, discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act and all applicable federal and state employment laws. The Contractor covenants that it does not engage in any illegal employment practices.

The Contractor further covenants that it has no public or private interest, and shall not acquire, directly or indirectly, any interest that would conflict in any manner with the provision of its goods or performance of its services. The Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Greeneville City 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.

**27. Notice and Service Thereof**

Any notice to the Contractor from Greeneville City Schools relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted with said Contractor or his authorized representative.

**28. Notification to School System**

If no bid is to be submitted in response to this ITB, it is not necessary to return the Invitation.

**29. Packaging**

Greeneville City 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.

**30. Patents**

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

**31. Possession of Weapons**

All Vendors, their employees and their agents are prohibited from possessing any weapons on Greeneville City Schools property.

**32. 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 and/or for performance of services unless otherwise specified in the Invitation. Delivery time, when stated as a number of days, will include Saturdays, Sundays and holidays.
  
- (F) Bidders are cautioned to check their bid for possible errors. Errors discovered after public opening cannot be corrected; the bidder will be required to honor stated pricing or be subject to
  
- (G) disqualification of award.

### **33. Provisions Required by Law Deemed Inserted**

Each 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. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, upon the application of either party, the Contract will forthwith be physically amended to make such insertion or correction.

### **34. Public Information**

The Vendor understands and agrees that any documents and materials, electronic or otherwise, supplied to Greeneville City Schools may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

### **35. Qualifications of Bidders**

Greeneville City Schools may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the work required; the Bidder shall furnish all such information and data for this purpose that Greeneville City Schools may request. Greeneville City Schools reserves the right to reject any bid, if the evidence submitted by or investigation of such Bidder reveals, fails to satisfy Greeneville City Schools that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work specified therein.

### **36. Quantities**

Greeneville City Schools assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Greeneville City Schools rejection and return at Seller's expense.

### **37. 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 \$25,000 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60);
- B. All Contracts over \$100,000 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; and
- C. 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).

### **38. Remedies**

Greeneville City Schools shall have all rights and remedies afforded under the law, including, but not limited to, rejection of goods, rescission, right set-off, refund, breach, incidental, consequential and

compensatory damages and reasonable attorney's fees/costs. Any action in relation to the Bid or the Contract must take place before the Circuit Court for Greene County, Tennessee.

**39. Restrictive or Ambiguous Specifications**

It is the responsibility of the prospective Bidder to notify Greeneville City Schools 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.

**40. Right to Inspect**

Greeneville City Schools reserves the right to make periodic inspections of the manner and means in which the services are performed or the goods are supplied.

**41. 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.

**42. Small Businesses**

The Contract will be awarded in writing to the responsive and responsible bidder(s) for the area of distribution. It is the intent of Greeneville City Schools Nutrition Department to involve and utilize the best products/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price is the final determining factor for awarding the Contract. Vendors are requested to note on their submitted bid documentation if they will honor bid pricing for one year from the award date.

**43. 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 properly licensed in the state of Tennessee and approved by Greeneville City Schools.

**44. Submissions of Bids**

- A. Bids shall be enclosed in a sealed envelope and addressed to:  
Greeneville City Schools  
PO Box 1420  
Greeneville, Tn 37744  
ATTN: Karen Wilhoit, Director of School Nutrition

*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 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.*

- B. Greeneville City Schools does not accept bids by facsimile or any electronic transmission.

- c. Samples of items, when required, must be submitted within five (5) calendar days and at no expense to Greeneville City Schools unless otherwise approved by Greeneville City Schools. If not consumed by testing, samples will be returned at Bidder's request and expense unless otherwise specified in the Invitation.

#### **45. Termination of Contract**

If the Contractor or any subcontractor fails to perform or comply with any provision of this Contract, Greeneville City Schools may consider such failure or noncompliance a Breach of Contract and reserves the right to terminate the Contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. Greeneville City Schools expressly retains all its rights and remedies provided by law in case of such breach; no action by Greeneville City Schools shall constitute a waiver of any such rights or remedies. If the Contract is so terminated, Greeneville City Schools may purchase, upon such terms and in such manner as Greeneville City Schools 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 Greeneville City Schools for due cause, the Vendor may be barred from bidding on Greeneville City Schools contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days.

#### **Definitions**

- I. "Greeneville City Schools" The Greeneville City School System in Greeneville, Tennessee and its designated representatives.
- II. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and their designated representatives.
- III. The "Specifications" includes instructions to bidders, the terms and conditions of purchases, the definitions and technical specifications of the work.
- IV. A "Subcontractor" is a person, firm or corporation having a contract with the contractor to furnish labor, materials or both, or who performs services on the project.
- V. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year or holidays.

The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at [www.nigp.org](http://www.nigp.org), will govern on questions as to any other definition in this Contract.

### **FOOD SERVICE EQUIPMENT**

#### **GENERAL**

Food Service Contractor (FSC) shall furnish and complete, all food service equipment, labor, materials, equipment, etc. as shown on plans and as specified herein.

FSC is responsible for procurement, delivery, unpacking, inspection, assembly and final placement including all connection requirements of equipment included herein in specified locations.

FSC shall provide to the Owner, for each school, the equipment item information and shop drawings. Final utility connections to direct wired and plumbed equipment will be performed by the Greeneville City Schools unless noted otherwise. The FSC will be responsible for the final positioning and testing of equipment.

FSC is to provide a competent foreman for assembly and placement of equipment.

FSC shall assemble/install 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 others, the FSC shall sublet such work to qualified professional(s) or make satisfactory arrangements at his own expense as approved by the Owner.

Trim of same material as body of fixtures shall be furnished and installed on fixtures where necessary to create sanitary conditions and finished appearance.

FSC will clean up and remove all debris created by his workmen immediately upon completion of final placement. Equipment is to be received on the job site in clean condition and cleaned just prior to Owner's acceptance so as to be free of dirt and dust occurring from assembly/installation.

#### **RELATED DOCUMENTS**

Applicable provisions of the Invitation to Bid shall apply to the work under this section.

#### **QUALIFICATIONS**

- A. It is required that all fabricated equipment, such as food serving units, tables, sinks, counter tops, etc., described in following specifications, other than by name and catalog numbers, be manufactured by an equipment fabricator who has the facilities, personnel and engineering equipment to properly design, detail and manufacture high quality food service equipment. The Manufacturer is subject to Owner approval. All work in the above category shall be done by one Manufacturer and be of standard unit assembly and uniform design and finish.
- B. The Manufacturer of this equipment must be able to show that he is now, and has been, engaged in the manufacture and/or distribution of equipment as required under this Contract as his principal product.
- C. Upon demand, Manufacturer being considered for possible negotiation, shall submit to the Owner, evidence of his having executed contracts of a size comparable to this Contract. He shall further submit evidence of ample financial resources enabling him to process and deliver required equipment without delaying the progress of the work.
- D. The Seller of this equipment shall be a recognized distributor for the items of equipment specified herein of other manufacture than his own.
- E. Quality Assurance measures shall include:
  - 1. Manufacturer's Qualifications - Firms regularly engaged in manufacture of food service equipment types, capacities and sizes required, whose products have been satisfactorily used in similar service for not less than five (5) years.
  - 2. Installer's Qualifications - Firms with at least three (3) years of successful installation

experience on food service equipment projects similar to that required for this project.

3. Fabricator's Qualifications - Where indicated units require custom fabrication, provide units fabricated by properly skilled shop with a minimum of five (5) years experience in similar work. Fabricate all custom equipment items at same shop. Where units cannot be fully shop-fabricated, it will be acceptable to complete fabrication work at project site.

F. Only Manufacturers who can meet the foregoing qualifications will be considered for approval.

### **CODES AND STANDARDS**

NSF Standards-Comply with applicable National Sanitation Foundation (NSF) standards and recommend criteria. Provide each principal item of food service equipment with an NSF "Seal of Approval".

U.L. Labels-Where available, provide U.L. labels on prime electrical components of food service equipment. Provide U.L. "recognized marking" on other items with electrical components, signifying listing by U.L.

ANSI Standards-Comply with applicable ANSI standards for electric powered and gas-burning appliances, for piping to compressed gas cylinders, and for plumbing fittings, including vacuum breakers and air gaps to prevent syphonage in water piping.

NFPA Codes-Install food service equipment in accordance with the following National Fire Protection Codes (NFPA) Codes:

- a. NFPA 54 - National Fuel Gas Code.
- b. NFPA 70 - National Electrical Code.
- c. NFPA 96 - Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment.

ASME Boiler Code-Construct steam generating and close steam heated equipment to comply with American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code; Section IV for units not exceeding 15 psi or 250 deg. F (121 deg. C.), or Section 1 for higher pressure/temperature units.

Health Code-Install food service equipment in accordance with applicable local health department regulations.

Building and Local Codes-Construction and installation shall comply with all applicable local building, utility, safety and fire codes and regulations.

### **SUBMITTALS AND CLOSEOUT**

Product Data-Submit Manufacturer's Product Specifications and installation instructions for each item. Include rough-in dimensions, service connection requirements performance, power/fuel requirements, water/drainage requirements and other similar information.

Shop Drawings-SUBMIT ROUGH-IN DRAWINGS WITHIN FIVE (5) DAYS OF NOTIFICATION TO PROCEED to

allow for timely installation.

Instruction-After final connections have been made, the FSC shall carefully examine and adjust all operative equipment and instruct personnel in the correct operation and manufacturers recommended maintenance procedures.

Maintenance Data-Furnish one (1) set of shop drawings, data sheets, spare parts list, wiring diagrams and operation instructions for each piece of operating equipment; each set being neatly bound in a stiff-back cover.

#### **DELIVERY, STORAGE AND HANDLING**

Deliver food service equipment in factory-fabricated containers designed to protect equipment and finish until final installation. Arrange to receive equipment at project site or to hold in warehouse until delivery can be made to job site. Store food service equipment in original containers, and in location to provide adequate protection to equipment while not interfering with other construction operations.

Handle food service equipment carefully to avoid damage to components, enclosures and finish. Do not install damaged food service equipment; replace and return damaged components to equipment Manufacturer.

#### **DRAWINGS AND FIELD MEASUREMENTS**

FSC shall check all measurements at the building and be responsible for same. Measurements shown on drawings accompanying these specifications are approximate and are for estimating purposes only. At time of measurement check, FSC shall carefully examine spaces and existing conditions, and report to the Owner any work performed by others or planned by others which may prevent execution of work as required under the Contract and obtain Owner's final decision and instructions before proceeding.

FSC shall carefully measure locations of all floor and wall penetrations and existing conditions, and indicate and provide for them. If inspection reveals that any of these existing conditions seriously interfere with execution of work as required under this Contract, it is to be reported to the Owner and then to await decision and instructions before proceeding with that portion of the project.

#### **MATERIAL AND WORKMANSHIP**

Unless otherwise specified or shown on the drawings, all material is to be new, of best quality, without flaws and delivered in undamaged condition.

All labor shall be performed in a thorough, professional manner by qualified, efficient and skilled workmen.

#### **SANITARY CONSTRUCTION**

All equipment shall be constructed in strict compliance with standards of the National Sanitation Foundation as outlined in their bulletin on Food Service Equipment entitled "Standard No. 2" dated July and October 1952, and in full compliance with Public Health Regulations of State of Tennessee in which installation is to be made. Each piece of equipment shall have "Seal of Approval" label of the National Sanitation Foundation.

Dishwashing machine must conform to Standard No. 3 revised September 1956.

Electrical and gas cooking and warming equipment must conform to National Sanitation Foundation, Ann Arbor, Michigan.

#### **BRANDS AND NAMES**

Any bidder wishing to supply equipment (alternate/substitute) other than that specified shall follow the requirements listed in the Invitation to Bid.

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

Any FOOD SERVICE CONTRACTOR (Manufacturer representatives are not allowed to contact the Owner after the bid is released at any time pertaining to this bid) 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, if 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.

#### **PERMITS AND LICENSES**

FSC shall submit to proper authorities all notices as required by law relative to work proposed, 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.

#### **INSPECTION AND CONDEMNATION**

The Owner shall have free access to FSC's shop or work area during the construction of this equipment for inspection purposes to insure all plans, specifications and detail drawings are being adhered to carefully. The FSC shall correct any errors found during these inspections to the extent and within scope of plans, specifications and detail drawings.

All work and materials shall be in full accordance with latest rules of U. S. Public Health Service, National Board of Fire Underwriters, any local or State Ordinances, (the State Accident Commission's Safety Order) and regulations of the State Fire Marshal.

#### **WORK BY FOOD SERVICE CONTRACTOR**

All plumbing, steam, electrical and ventilation work required in connection with this equipment will be done by Mechanical and Electrical Subcontractors **unless not specifically called for** in "Itemized Specifications" by GREENEVILLE CITY SCHOOLS. The work to be done by these contractors includes roughing-in to points indicated on mechanical plan, and final connection from rough-in points to various pieces of equipment requiring such connections, and the supply of all necessary materials and labor for this work, except as hereinafter noted.

*GREENEVILLE CITY SCHOOLS WILL DISCONNECT AND REMOVE EXISTING EQUIPMENT UNLESS OTHERWISE NOTED IN WRITTEN SPECIFICATIONS.*

**TESTING AND OPERATING INSTRUCTIONS**

After all utility connections to equipment are made, FSC shall conduct final test of equipment in presence of the Owner.

FSC shall have the Manufacturer’s representative demonstrate usage to Owner's personnel.

**GUARANTEE**

The FSC shall provide guarantees in writing of all materials and workmanship of equipment provided under this Contract for a period of one (1) year from date of final acceptance, **unless otherwise noted**. Any defects, due to the use of improper materials or workmanship and not due to carelessness or misuse occurring within that time, shall be promptly rectified by Contractor at his own expense upon notification by the Owner.

The serving lines will have a 2-year warranty to include all parts and labor.

**SPECIAL PROVISIONS**

**Bid Evaluation and Award**

Greeneville City Schools reserves the right to accept or reject any or all bids and does not guarantee that a Contract will result from this ITB. Greeneville City Schools 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, pending final approval by the GCS Board of Education. The Bidder may be required by the Greeneville City Schools to prove their financial and productive capacity to perform the requirements of this ITB. Bidder shall be prepared to supply the Greeneville City Schools, upon request, five (5) customer references of similar work performed by the Bidder.

**Contract Period**

If awarded, the bid period for this award shall be a one (1) year period commencing upon approval by the Board of Education. Contract pricing shall be firm for one (1) year, without any additional charges or fees beyond those identified with the Bid documents.

**Quantities**

Greeneville City Schools does not guarantee any purchase will be made as a result of this ITB; further, Greeneville City Schools does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this ITB.

**Scope of Work**

The successful Bidder shall provide equipment that meets the enclosed specifications.

All pricing to include delivery, uncrating and placement, with all crating material removed from the site and ready for final connections by Greeneville City Schools.

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 Greeneville City Schools to verify the feasibility of installation of new equipment at any location and all electrical and installation requirements per code.

**Payment**

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

**Records**

The Contractor shall maintain documentation for all charges under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice by the Greeneville City Schools, the Comptroller of the Treasury or their duly appointed representatives. 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 two (2) years parts and labor warranty.

**Insurance**

The successful Bidder is required to provide Certificates of Insurance to Greeneville City Schools in accordance with the requirements as noted below. The Certificates must be turned in to the Greeneville City Schools within five (5) business days from notice of intent to award, excluding Greeneville City Schools holidays. Complete certified copies of insurance policies shall be provided upon request. The Contractor must maintain insurance coverage required by the Greeneville City Schools while this contract is in force and shall provide documentation of such. Noncompliance may result in the Contract being awarded to the next lowest responsive and responsible bidder. Minimum Insurance requirements are as follows:

- A. General Liability-\$1,000,000 per occurrence; \$2,000,000 aggregate. The insurance certificate shall name Greeneville City Schools as an additional insured.
- B. Proof of Workers Compensation must be provided as required by Tennessee Law.
- C. Proof of automobile insurance with a minimum of \$1,000,000 Combined Single Limit.

## **Bid Submittals**

Bids signed by an authorized company official shall be submitted to:

Greeneville City Schools

ATTN: Karen Wilhoit, School Nutrition Director

PO Box 1420

Greeneville, TN 37744.

### **To be accepted, bids must be:**

- In a sealed envelope WITH NAME OF BID AND FOOD SERVICE CONTRACTOR'S NAME AND LICENSE NUMBER.
- Received at the above address or in person at Kathryn Leonard Building located at 129 W. Depot St., Greeneville, TN 37743 no later than **Thursday, August 22, 2019 at 10:00am** at which time bids will be publicly opened.

## **Specifications**

### **Hal Henard Elementary School**

ITEM 1 -COMBI OVEN, ELECTRIC (1 REQ'D)

Blodgett Combi Model BCX-14E SGL

Combi Oven Steamer, electric, (14) 12" x 20" full size hotel pan or (7) 18" x 26" full size sheet pan capacity, Steam-on-Demand, Time to Delime indicator & Vario Steam®, 4-speed fan, core temperature probe, glass door, 13-position rack glides, (5) wire shelves, retractable hose reel, stainless steel front, sides, top & back, floor stand with rack supports, 19.0 kW, 1/2 HP, cETLus, NSF

1 ea            1 year parts & labor warranty, standard

1 ea            Limited extended warranty (per section) (One extra year maximum. Must be purchased at time of original equipment order)

1 ea            480v/60/3-ph, 19.0 kW, 23.0 amps VERIFY

2 ea            Backflow preventer (two per section required)

WATER SOFTENER CONDITIONER (1 REQ'D)

Hobart Model WS-55

Compact Water Softener, 55 lbs, salt capacity with CB15K hollow carbon filter system

## Payment Terms

Offers of less than 20 days will not be considered in bid evaluation. If no other terms are quoted and accepted Greenville City Schools' normal payment terms of Net 30 will be adopted.

**Will your company accept payment via ACH deposit? Yes \_\_\_\_\_ No \_\_\_\_\_**

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.

### Company Official Authorized to Sign Contracts:

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_











