

Purchasing Department
1320 West Main Street Suite 202
Franklin, Tennessee 37064-3700
Phone (615) 472-4010



**WILLIAMSON COUNTY SCHOOLS
WCS RFB # 1188
Lipscomb Elementary Serving Line**

Williamson County Schools (WCS) is accepting sealed bids for a new serving line at Lipscomb Elementary School. Bidders shall submit sealed bids using the forms attached to this document. Sealed bids envelopes must be submitted on or before October 16, 2019 at 10:30 am at which time they will be publicly opened. Absolutely no bids will be accepted after this time. Faxed or e-mailed bids will not be accepted. Sealed bid envelopes must be marked “RFB #1188 Lipscomb Elementary School Serving Line”. Bidders may include any related literature, written materials or specifications pertinent to the serving line bid. Sealed bid envelopes shall be stamped (date and time) by WCS to verify the authenticity of receipt. Bid envelopes should be mailed or hand delivered to the address listed below as the bid opening will take place at the same address:

Williamson County Board of Education
1320 W. Main Street, Suite 202
Franklin, TN 37064
Attn: Skip Decker

THE SEALED BID ENVELOPE MUST HAVE THE FOLLOWING INFORMATION PRINTED ON THE OUTSIDE .

- **WCS RFB # 1188 Lipscomb Elem. School Serving Line**
- **Name of Bidding Company**
- **Date & Time of Bid Opening**
- **TN Contractors License # Expiration Date & Limits**

THE FOLLOWING ITEMS MUST BE INCLUDED INSIDE THE SEALED BID ENVELOPE

- **Signed and Dated Bid Cover Sheet**
- **Iran Divestment Certificate**
- **Completed Criminal Background Affidavit**
- **Completed Drug Free Workplace Affidavit**
- **Completed Certificate of Independent Price Determination**
- **Completed Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion**

Affidavits are attached to this document. This request for bid was prepared by the Purchasing Department. Should any terms or conditions on the serving line specifications differ from the RFB, the terms and conditions of the RFB shall govern the process. Questions concerning the specifications should be directed to the WCS, Food Service Director, James Remete at 615-472-4990.

Williamson County Schools reserves the right to accept or reject bids, based upon the evidence (or determined by WCS Staff) before or after the bid opening, that a bidder is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other illegal practice.

Bidders shall be licensed Food Service Equipment Contractors as required by applicable laws of the State of Tennessee. Immediately after the bid opening, WCS Purchasing will prepare a bid tabulation. The WCS Purchasing Department and the Food Service Director will evaluate the bids and establish the lowest best and most responsive bidder. After the successful bidder is established through the competitive bid process then WCS Purchasing will release the bid tabulations noting the apparent low bidder to all participants of the bid. Approximately (10) days after the tabulations are released WCS will issue a fully funded award PO to the successful low bidder.

After the successful bidder has received the Award Notice / Purchase Order, then awarded bidder must provide to WCS Purchasing the following items within (15) consecutive calendar days from the date of WCS award notice and PO.

- A Certificate of Insurance must be issued for an amount not less than \$1,000,000 listing Williamson County Schools as an additional insured.
- Submittal drawings or other documents as required to James Remete for final approval.

WCS reserves the right to waive any formalities and to accept any bid as a whole, split bid and/or to reject any or all of the submitted bids if it is in the best interest of the WCS District. WCS also reserves the right to make such judgements, with the WCS Purchasing Manager or WCS Food Service Director being the sole judges in such determinations.

NOTE: The following terms and conditions shall be part of the contract, Williamson County Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

SECTION I: GENERAL TERMS & CONDITIONS

1. **AWARD PROCESS:** The bid may be awarded to the lowest bidder or best overall bid and WCS reserves the right to award based on quality, price and availability of services specified whichever is in the best interest of WCS. The bid award will be based on pricing/cost and service as validated through references and other consideration as submitted through the RFB process.
2. **FUNDING:** As with all WCS projects – any possible award of this bid project or any resulting agreement is ultimately subject to funding by the WCBOE. Any agreement that fails to receive proper funding shall be considered null and void.
3. **BINDING:** Bids are to be valid for a minimum of 30 days or until awarded whichever comes first. For all awarded bids, the prices will remain in effect for 24 months from commencement of award for possible future (additional) purchases.

4. **SPECIFICATIONS:** The specifications included in the bid documents is for the serving line likely to be ordered. If items have been unintentionally omitted that are required, the awarded bidder should include those in the overall final bid price. In some cases, such items may be negotiated with the awarded vendor. WCS reserves the right to cancel the contract, with or without a written notice at any time before the work is begun.
5. **TURN-KEY PROJECT:** Invoices shall be pursuant to the terms and conditions of this RFB. Awarded Bidder shall submit (1) complete consolidated detailed invoice. All invoices should be submitted for payment only after 100% turn-key satisfactory completion of each PO. Turn-key means awarded dealer or supplier to provide 100% of any and all necessary permits, licensing, parts, labor, materials, equipment, tools and supplies in order to properly complete this project.
6. **INVOICES:** No partial invoices will be processed for payment. Bidder must have the financial stability to accommodate this type of invoicing and payment arrangement and not request partial payments from WCS. WCS has the right to dispute any invoices. WCS will not be responsible for any “added expenses”. There shall be absolutely no surcharges...bidders should submit the most competitive “all in” bid price.
7. **ERROR OR OMISSIONS:** The awarded bidder shall abide by and comply with the true intent of the specifications (as noted above) and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.
8. **CODES & PERMITS:** It is the Bidders responsibility to comply with all local, state and federal laws, regulations, codes, licensing and other requirements and to provide permits or other related documents regarding the specifications of this project.
9. **CONTRACTORS LICENSE:** Bidders must provide evidence of license if applicable (include license number, any limitations on services to be provided, expiration date) related to this bid on the outside of the sealed bid envelope. Additionally, the awarded vendor must provide proof of insurance coverage upon the execution of the PO.
10. **FAILURE TO PERFORM:** In the event an awarded bidder fails to perform, WCS reserves the right to begin negotiations with the “next best bidder” in order to complete the projects or services. In addition , the non-performing bidder may forfeit future business with WCS.
11. **USED EQUIPMENT:** WCS will not accept any remanufactured or refurbished equipment for this bid.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES:

1. **ALTERATIONS OR AMENDMENTS:** No alterations or amendments, changes, modifications or additions to this contract shall be binding on Williamson County Schools without the prior written approval of the WCS Purchasing Department.
2. **APPROPRIATION:** In the event no funds are appropriated by Williamson County Schools for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods and services then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year whichever occurs first with no further obligations owed to or by either party.

3. ASSIGNMENT: Awarded bidder shall not assign or sub-contract this agreement, its obligations or rights here under to any party, company, partnership, incorporation or person without the prior written specific consent of WCS.
4. BOOKS AND RECORDS: Awarded vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by WCS or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall also include those books, documents and accounting records that represent the vendors costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
5. CHILD LABOR: Awarded vendor agrees that no products will be provided or used under this contract that have been manufactured or assembled by child labor.
6. COMPLIANCE WITH ALL LAWS: Awarded vendor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
7. DEFAULT: If the awarded bidder fails to perform or comply with any provision of this contract or the terms and conditions of documents referenced and made a part hereof WCS may terminate this contract, in whole or in part and may consider such failure or noncompliance a breach of contract. WCS expressly retains all its rights and remedies provided by law in case of such breach and no action by WCS shall constitute a waiver of any such rights or remedies. In the event of termination for default, WCS reserves the right to purchase its requirements elsewhere with or without competitive bidding.
8. INDEMNIFICATION HOLD HARMLESS: The awarded Vendor shall indemnify, defend, save and hold harmless Williamson County Schools, its officers, agents and employees from all suits, claims actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by the vendor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of contractor, tis subcontractors, suppliers, agents or employees.
9. INDEPENDENT CONTRACTOR: The awarded bidder shall acknowledge that it and its employees serve as independent contractors and that WCS shall not be responsible for any payment, insurance or incurred liability.
10. INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until WCS inspects and formally accepts the goods and/or services. The terms conditions and timing of acceptance shall be determined by WCS. WCS reserves the right to reject any or all items or services not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent for hidden defects or defects not readily detectable by a reasonable person under the circumstances.

11. LIMITATIONS OF LIABILITY: In no event shall WCS be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits even if WCS has been advised of the possibility of such damages.
12. NON-DISCRIMINATION STATEMENT: In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write to USDA, Director Office of Adjudication, Civil Rights, 1400 Independence Avenue, S.W. Washington, DC 20250-9410 or call toll free (866)-632-9992 Voice. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish) USDA is an equal opportunity provider and employer.
13. ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Advertisement of Bid (3) Bid (4) Award (5) Special Terms and Conditions (6) General Terms and Conditions (7) Specifications (8) Drawings.
14. REMEDIES: Williamson County School 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.
15. RIGHT TO INSPECT: WCS reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
16. SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provision shall not be affected but shall remain in force and in effect.
17. TERMINATION: WCS may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
18. WARRANTY: Warranty periods shall not commence until WCS inspects and formally accepts the goods and/or services. Awarded vendor warrants to WCS that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and other descriptions furnished and incorporated by reference and will be fit for the particular purpose purchased. Merchandise will be of good quality, good workmanship and free from defects. Vendor extends to WCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to WCS. Return of merchandise not meeting warranties shall be at vendors expense.
19. LOCAL / STATE SALES TAX: WCS is exempt from the payment of any federal excise or any Tennessee sales tax. Tax exempt forms may be requested from WCS or any of the participating school districts.

SECTION III SPECIAL TERMS AND CONDITIONS

1. INTENT: The intent of these specifications is to obtain a serving line for the WCS Food Service Department at Lipscomb Elementary School. Award will be based on best value, Best Value means more than low cost...it includes the initial cost, service quality and other factors detailed in this document.
2. AWARD: WCS reserves the right to accept or reject any or all bids in whole or in part for the best interest of WCS. In comparing the bid and making the award, WCS will consider such factors as cost, time of delivery and will consider the warranty provided for the equipment.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT: The Awarded Bidder shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and EPA regulations.
4. CODE OF CONDUCT: No employee, officer or agent of the WCS district shall participate in the selection or in the areas of this contract if a conflict of interest, real or apparent, would be involved. WCS will neither select nor accept gratuities, favors or anything of more than nominal monetary value from but not limited to the successful vendor, food brokers or parties to sub agreements.
5. DEALER RESPONSIBILITY: The awarded bidder shall be responsible for the delivery, uncrating and setting in place and removal of all crating from the premises. Kitchen Equipment Supplier is not allowed to use the school dumpsters or other trash facilities.

CONNECTING UTILITIES: The awarded bidder shall set in place and hook up/connect any all related utilities on the new serving line. This includes providing a junction box load center in the base of Items #1A and #1B for the Cooktek wells to plug in to. Each load center needs to be configured in a manner to accept all 5 of the Cooktek wells and their electrical requirements.

TIME-LINE OF BID OPENING AND AWARD

- Release documents Monday, September 23, 2019
- Deadline for potential bidders to submit substitute brands to consider will be on Monday, September 30, 2019
- If a substitute is approved an Addendum will be issued no later than Tuesday, October 1, 2019. Addendum will be distributed to all parties.
- BID OPENING 10:30 a.m. Wednesday, October 16, 2019
- Bid tabulation with an intent to award will be distributed to all participating bidders approximately Friday, October 18, 2019.
- Award PO will be issued on approximately October 25, 2019
- INSTALLATION TIMELINE Serving line will be installed between the dates of Friday, December 20, 2019 – Tuesday, December 31, 2019.
- Liquidated Damages in the amount of \$300 per day shall begin on Wednesday, January 1, 2020 and continue until project is 100% complete. Liquidated Damages will be deducted from the final invoice.

ACCESS TO SITE:

The successful awarded bidder (dealer or kitchen equipment supplier) shall have full and complete /uninterrupted access on site at Lipscomb Elementary School project area-in order to properly perform any and all project duties. Installation will be scheduled thru James Remete, WCS Food Service Director.

EVALUATION CRITERIA:

This Project is a Request for Bid (RFB) ...Award will be based on lowest and best bid that meets or exceeds specifications and qualifications.

INSPECTION OF ITEMS DELIVERED:

All items delivered must be in strict accordance with the specifications contained herein and will be subject to inspection by the WCS Food Service representative.

NO CONTACT POLICY:

After the proposed bidder's receive this solicitation, any contact initiated by any bidder with any WCS employee except the Food Service Director or the Purchasing Department Representatives, concerning this invitation for bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

ORDERING: Purchase orders will be issued from WCS Purchasing Department on behalf of the WCS Food Service Department.

PERFORMANCE FILE: Complaints (if any) will be in writing and copied to the Williamson County Purchasing Department to be included in a performance file on the successful vendor. These complaints shall include but not be limited to delivery, ordering, billing problems, credit memos, discrepancies in count, weight and damaged goods. The successful vendor shall address each of these complaints in writing with the resolution noted and send a copy to the Williamson County Purchasing Department via email.

PRICING: All prices are to be F.O.B. Destination and include all charges that may be incurred in fulfilling the terms of this contract (one year from date of bid opening).

PRICE CHANGE: Unit prices shall remain constant for a two (2) year period.

QUESTIONS/COMMENTS:

If prospective bidders have questions/comments about any part of this solicitation, please direct them, in writing, to the Williamson County Schools Purchasing Department. Bidders are cautioned that nothing is legal or binding on WCS unless stated in writing and made a part of this solicitation. Official addenda must be issued from the WCS Purchasing Department.

REMOVAL OF VENDORS EMPLOYEES: The successful vendor agrees to utilize only experienced responsible and capable people in the performance of this contract. WCS or any other participating school district may require that the awarded vendor remove from the job covered by this contract, employees who endanger persons, property or whose continued employment under this contract is inconsistent with the interest of WCS and participating school districts.

RESPONSIBILITIES OF WILLIAMSON COUNTY SCHOOLS PURCHASING DEPARTMENT (in conjunction with the Food Service Dept.):

Williamson County Purchasing and Food Service Departments will be responsible for the following: Preparation of the bid project specifications in the manner required by law, Advertisement of the bid project, Public opening of the bid project, Development of Purchase Order that reflects or defaults back to the language of the RFB which will serve as the official contract between WCS and the Awarded Vendor.

STATE ENERGY PLAN: Awarded vendor shall recognize 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 94-165).

TRAINING AND SERVICE: Service and technical training shall be provided by the awarded vendor to the staff at the school which the new equipment will be located at no additional cost. Service manuals or digital manuals shall be provided for each piece of equipment purchased at no additional cost.

U.S.D.A. CERTIFICATE REGARDING DEBARMENT: All bidders must complete and sign the enclosed Debarment Certification and include it with their bid. Any bid that does not include the certification will not be considered.

SCOPE OF WORK

Restaurant Kitchen Equipment Dealers (awarded contractor) should have a contractor's license that includes but is not limited to the following trades; electrical, mechanical and plumbing. The awarded contractor is to be responsible for the dismantling and removal of the entire (old) existing serving line. All existing serving line pieces will be transferred (by the awarded dealer/contractor) to the WCS - GBI Storage Warehouse, 1543 Columbia Ave, Franklin, TN 37064. Delivery must be made during normal business hours of 8:00 am – 5:00 pm Monday through Friday. Awarded contractor should call the WCS Purchasing Department at 472-4011 to schedule an appointment to deliver the old units to the storage warehouse. All old units will be sold at the next annual WCS Surplus Auction. With the new serving line, the awarded dealer shall deliver, uncrate, set in place, and hook up all utilities on the new serving line. The awarded vendor will remove all crating from the premises; however, the awarded vendor will not be allowed to use the school trash facilities.

Site visit to be conducted in order to verify dimensions to sign off on approval drawings. Restaurant Kitchen Equipment Dealer is to have the serving line checked, any / all inspections completed (by the codes department) verify compliance with any / all codes and completely operational and ready for use upon completion of the project. The awarded vendor should be licensed and certified and capable of completing all installation.

No invoices or other charges will be paid until the project is 100% turnkey complete and finished to the satisfaction of the WCS Food Service Director. Bidders should submit bids for the items listed in this document on the bid cover sheet included with this document. Unit prices should include 100% complete, turn-key installation, turn-key – means awarded dealer or kitchen equipment supplier to provide 100% of any and all necessary permits, licensing, parts, labor, materials, equipment, tools, supplies in order to properly complete this project. Any questions concerning the specifications should be directed to James Remete, WCS Food Director, 615-472-4994

Awarded dealer to:

- Conduct a site visit to verify conditions and measurements are correct.
- Provide a Junction Box load center in the base of Items #1A and #1B for the Cooktek wells to plug in to. Each load center needs to be configured in a manner to accept all 5 of the Cooktek wells and their electrical requirements.
- Remove all existing serving pieces ...providing a trade in allowance or deliver to WCS Warehouse as determined by the final bid price
- Receive, deliver, uncrate, and set new serving line in place.
- Interlock all pieces together.
- Provide and connect proper hosing from drain valves to floor drains.
- Connect each unit to their proper electrical outlet.
- Clean unit and have fully functional for use.
- Install Cooktek wells (see details with Cooktek specs)

Location Address:

**Lipscomb Elementary School
8011 Concord Road
Brentwood TN 37207**

TITLE VI OF THE 1964 CIVIL RIGHTS ACT: "Nondiscrimination in Federally Assisted Programs" "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

Item #1

Model # SC-74-NU All Purpose Counter to accommodate CookTek Units
Delfield ShelleySteel

Exterior Body: to be constructed of 18-gauge stainless steel panels and 14-gauge galvanized bottom. All exterior side panels are reinforced with overlapping corners and are welded in place. All body cutouts are reinforced with 14-gauge galvanized channel supports. Unit to be 34" high. Provide turn down on end to interlock to lower height unit. Louvered mechanical access door. Behind door provide removable bracket for breaker panel to be supplied and installed by others.

Exterior Top: to be constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit. Top is fabricated with square exterior corners. Top extension modified to a length of 76" to accommodate Cooktek wells (by others). Five cutouts to accommodate Cooktek Sinaqua induction wells (model HW062-22). Cutouts required in front apron to accommodate the Cooktek control wells.

Awarded dealer to install the Cooktek wells and controls. The awarded dealer provides the junction box to plug the Cooktek wells into.

NOTE: No electrical provisions will be provided to accommodate the Cooktek wells.

B-74 new style 12" "v" tray slide. To be mounted at 32" high.

E-74 Fold down S/S work shelf 10" wide, mounted on operator side 34" high.

Line up Interlocks.

To verify laminate finish. 3-form décor panels- color TBD

6" adjustable legs.

S/S Open under storage- omit center shelf.

Unit to have G-74 glass front counter protector. Stainless steel top and fixed glass front.

Incandescent light on first tier with radiant heat lamp.

Item #2

Model # Cooktek IHW062-24
Quantity: 10

Units to be drop-in induction heated wells, five per serving line. These units are to accommodate full or half size hotel pans, 12 x 20 or 10 x 12, in depths of 1 ¼", 2 ½", 4" or 6", adjustable.

Delfield to supply hot food unit with five cut-outs in the surface of the unit per the dimensions on the spec sheet. Delfield to also supply cutouts in the front of the unit for the control panels.

There are two control cutouts per unit. Units to be 200-240 volt, 1 phase, 5.4 amps each.

Installer to place a bead of silicone around edge of unit when placing induction units into hot food units. Each unit to include a 6' cord with a NEMA 6-20 plug. Units to include 36-month limited parts and labor warranty.

Item #3

Model # SC-28-NU All Purpose Counters – Modified Size Delfield ShelleySteel

Exterior Body: To be constructed of 18-gauge stainless steel panels and 14-gauge galvanized bottom. All exterior side panels are reinforced with overlapping corners and are welded in place. All body cutouts are reinforced with 14-gauge galvanized channel supports. Unit to be 32” high. Length modified to 24”.

Exterior Top: To be constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit. Top is fabricated with square exterior corners.

B-28 12” “V” tray slide to be mounted at 32”. Line up Interlocks.
To verify Laminate. 3-form décor panels- color TBD
6” adjustable legs
S/S open under storage- omit center shelf.

Item #4

Model # SCI-74-NU Ice Cooled Cold Pan Delfield ShelleySteel

Exterior Body: to be constructed of 18-gauge stainless steel panels and 14-gauge galvanized bottom. All exterior side panels are reinforced with overlapping corners and are welded in place. All body cutouts are reinforced with 14-gauge galvanized channel supports. Unit to be 34” high. Provide turn-down on end to interlock to lower height unit. Recessed top to accommodate sheet pans.

Exterior Top: to be constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit. Top is fabricated with square exterior corners.

Insulated Ice Pan: is 7” deep and constructed of 22-gauge stainless steel. A removable, perforated false bottom 1” high, constructed of stainless steel, is supplied. The ice pan is separated from the exterior top by a Therma-Break and fully insulated with foam in place polyurethane insulation. Ice pan is equipped with a 1” I.P.S. drain plumbed to drain valve located at the bottom of the unit.

B-74 12” “V” tray slide to be mounted at 32”. Line up Interlocks.
To verify Laminate. 3-form décor panels- color TBD
6” adjustable legs
S/S open under storage- omit center shelf.

H-74 Tow-tier display sneeze guard. First and second tier to have glass top. Adjustable sneeze guard front. L-74 fluorescent lights on first and second tier.

Item #5

Model # SC-28-NU All Purpose Counters
Delfield ShelleySteel

Exterior Body: to be constructed of 18-gauge stainless steel panels and 14-gauge galvanized bottom. All exterior side panels are reinforced with overlapping corners and are welded in place. All body cutouts are reinforced with 14-gauge galvanized channel supports. Unit to be 34" high.

Exterior Top: to be constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit. Top is fabricated with square exterior corners.

B-28 12" "V" tray slide to be mounted at 32". Line up Interlocks.
To verify Laminate. 3-form décor panels- color TBD
6" adjustable legs, S/S open under storage- omit center shelf.

Item #6

Model # SCS-50 Cashier Counter
Delfield ShelleySteel

Exterior Body: to be constructed of 18-gauge stainless steel panels and 14-gauge galvanized bottom. All exterior side panels are reinforced with overlapping corners and are welded in place. All body cutouts are reinforced with 14-gauge galvanized channel supports. Unit to be 34" high. Modified to be a dual cashier stand with (2) cash drawers.

Exterior Top: to be constructed of 14-gauge stainless steel, welded, ground and polished into one integral unit. Top is fabricated with square exterior corners. Two (2) 2" ferruled holes are located at the rear of the top to allow cord access for cash registers.

Interior Lining: At the cashier's end is 18-gauge stainless steel with a stainless-steel bottom shelf. Unit has two 16.5" x 16.5" x 5" stainless steel cash drawers with lock and key.

B -50 50" new style "v" tray slide 12" wide with 3 ribs located on customer side 32" high.
Line Up interlock
To verify laminate finish. 3-form décor panels- color TBD

NOTE: Our desire for this project is to limit brands to the specific products in the RFB document and no more than (2) two substitute brands. Williamson County Schools will consider substitute brands that are compelling – equal or better than specified brands detailed in the RFB document.

Bidders must submit to WCS Purchasing Department by or before Monday, September 30, 2019 at 12:00 noon any products they wish to use as a substitute brands...If substitutes are approved then the WCS Purchasing Department will issue an addendum by Tuesday, October 1, 2019.

WCS will be installing a new Food Serving Line at Lipscomb Elementary, the brand listed in the following bid specs is a Delfield Shelley Steel Brand unit. These are currently being used or this is the desired product to be used when the line is replaced. Taking this under consideration the specifications below list the desired replacements and represent the Delfield Shelley Steel Brand model numbers for the units to be replaced. As previously discussed WCS will only consider substitute brands that are compelling – equal or better than specified brands now being used. When submitting a bid the bidder must only use the specified brand listed below or an approved substitute that WCS has approved in writing in the form of an addendum.

INSTALLATION REQUIREMENTS

Each piece of equipment must have all properly sized utilities (electrical junction box, gas connection for gas hose if applicable, water connection without cutting water line, proper floor drains, wall or floor receptacles, voltage, phase, amperage) must be within 10ft. of final connection point of equipment. Gas connector hoses (if applicable) are included unless specified in bid specification. Price includes 1 service trip (except to complete punch list, warranty work, testing or any other performance in order to ensure / guarantee the new equipment is operating properly and to the satisfaction of WCS. Awarded vendor will not be required to make any building modifications to allow entry of equipment. Work is to be done as described in the bid documents and scheduled thru WCS

**PLEASE SEE THE BID COVER
SHEETS THAT FOLLOW**

BID COVER SHEET
WILLIAMSON COUNTY SCHOOLS
RFB # 1188

FOOD SERVICE SERVING-LINE AT Lipscomb Elementary School

This Bid cover sheet must be attached as the first page of the submitted packet.

I, _____ (print name) _____ (title)
Verify that I have read the specifications, terms, conditions, and instructions and agree to all therein.

Company Name: _____

Address: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

Signature : _____ Date: _____

Project must be completed by or before December 31, 2019 in order to avoid liquidated damages.

Item # 1

Model # SC-74-NU All Purpose Counter to accommodate CookTek Units

Quantity – 2 Each

Manufacture:		Quantity:	2 EACH
Unit Price:	\$	Total Price:	\$

Item # 2

Model # Cooktek IHW062-24

Quantity – 10 Each

Manufacture:		Quantity:	10 EACH
Unit Price:	\$	Total Price:	\$

Item #3

Model # SC-28-NU All Purpose Counters Modified Size

Quantity – 2 Each

Manufacture:		Quantity:	2 EACH
Unit Price:	\$	Total Price:	\$

Item #4

Model # SCI-74-NU Ice Cooled Cold Pan

Quantity – 2 Each

Manufacture:		Quantity:	2 EACH
Unit Price:	\$	Total Price:	\$

Item #5

Model # SC-28-NU All Purpose Counters

Quantity – 1 Each

Manufacture:		Quantity:	1 EACH
Unit Price:	\$	Total Price:	\$

Item #6

Model # SCS-50 Cashier Counter

Quantity – 2 Each

Manufacture:		Quantity:	2 EACH
Unit Price:	\$	Total Price:	\$

TOTAL PRICE FOR COMPLETE SERVING LINE (EACH Piece) AS SPECIFIED ABOVE

\$ _____

See next page for drawings and Forms to submit with bid package.

DRUG-FREE WORKPLACE
AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

1. The under signed is a principal officer of _____ (Hereinafter referred to as the "Company"), and is duly authorized to execute this

Affidavit on behalf of the Company.

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____

day _____ of _____ 20_____

Notary Public

My commission expires: _____

Comm. No.2018-0100210.3

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ **of**

_____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

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

Notary Public

My commission expires: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

1. The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition. As to any matter relating to such prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices, which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;

3. No Attempt has been made or will be made by the offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

{B) Each person signing this offer certified that:

He or she is the person in the offeror's organization responsible within that organization for the decisions as to the prices being offered herein and that he or she has not participated, and will not participate in any action contrary to A-3 above; or

He or she is not the person in the offeror's organization responsible within that organization for the decision

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

Signature of Vendor's Authorized Representative _____

Title _____ Date _____

Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

- (1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**

- (2) **Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

Name(s) and Title(s) of Authorized Representative(s)

Signature

Date

