

Purchasing Department  
1320 West Main Street Suite 202  
Franklin, Tennessee 37064-3700  
Phone (615) 472-4000



**RFB # 1377**

**WILLIAMSON COUNTY SCHOOLS**

**Food Service Department**

**Oak View Elementary School Walk in Cooler – Freezer Replacement**

The Williamson County Schools (WCS) Food Service Dept. is currently accepting bids from qualified Food Service Equipment Distributors for a walk-in cooler/freezer replacement project at Oak View Elementary School in Franklin, TN. Bidders shall submit sealed bids using the forms attached. Bids must be submitted in a sealed envelope, mailed or hand delivered to Williamson County Schools Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064, Attn: Skip Decker.

**Sealed bid envelopes will be received until 10:30 am on Thursday, August 14, 2025** at which time they will be officially opened. Faxed or emailed bids will **not** be accepted. Bids received after the specified opening time will **not** be accepted. Once the sealed bid envelope is submitted to WCS the Purchasing Department will stamp the face of the envelope to authenticate the actual date and time it is received. Bid opening will take place at the aforementioned address.

A pre-bid will not be held for this project; potential bidders may call the Food Service Department and make an appointment to see the old walk-in cooler unit at OVES if needed. Potential bidders should call the Food Service Director at 615-472-4994 to arrange the tour. The Food Service Department may combine tours at their convenience.

THE FOLLOWING INFORMATION MUST BE LISTED ON THE OUTSIDE OF THE SEALED BID ENVELOPES:

- RFB #1377 Oak View Elem Freezer / Cooler Replacement
- Company Name & Address
- Date & Time of Bid Opening

THE FOLLOWING INFORMATION MUST BE INCLUDED INSIDE THE SEALED BID ENVELOPE: (forms are provided in this document)

- Certification Regarding Lobbying
- Drug Free Workplace Affidavit
- Criminal Background Affidavit
- Iran Divestment Act Certificate
- Non-Boycott of Israel Affidavit

This bid document was prepared by the WCS Purchasing Department on behalf of the Food Service Department. Please read the specifications carefully if you have questions concerning this RFB document, email Skip Decker, WCS Purchasing Department [skipd@wcs.edu](mailto:skipd@wcs.edu) or call the WCS Food Service Director, James Remete at 615-472-4994. Any changes to the documents will be posted in an addendum. No questions will be answered after 3:30 Monday, August 11, 2025.

Once the successful bidder has been established through the competitive bid process WCS will award the project to the lowest and most responsive bidder. WCS will notify participating bidders with a copy of the bid tabulation sent via email and our intent to proceed with the documented award. The funded PO will be issued approximately 10 days after the bid opening. This project will be performed during the WCS winter break holidays, late December.

After the PO is issued the awarded dealer/contractor must provide WCS, the following item within (15) consecutive calendar days from the date the PO is issued.

- A certificate of liability insurance for an amount no less than \$2,000,000 listing WCS as an additional insured.

## **SCOPE & DETAILS OF THE BID**

### **SECTION I GENERAL TERMS & CONDITIONS**

1. The bid will 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 the district. WCS will award this project to one bidder.
2. The bid evaluation will be based on pricing/cost and service ability to complete project in the timeline provided. This will be validated through references and other qualitative considerations as submitted through the RFB process.
3. This bid is ultimately subject to funding (as with all WCS Bid projects).
4. The specifications in this document list Kolpak, which is the preferred brand. Bidders are not limited or restricted to any specific service provider; however approved brands are noted in this document and bidders must use one of these brands. The services on which bids are submitted and based should be of such character or quality of design as will serve the purpose for which it is to be used. Additional specifications or changes must be provided to WCS and clearly stated on the bid cover sheet in every instance to enable the Food Service Director to determine its suitability.

5. The Purchasing Agent and Food Service Director will be the sole judges in such determinations. Bidders may also provide descriptive literature with the bid if desired. If using an alternate brand this literature is required.
6. WCS reserves the right to waive any formalities to accept any bid as a whole, split bid and or accept any individual item or items within a bid or to reject any or all bids in the best interest of the district.
7. If quantities are provided, they are approximations and may be estimates of annual usage, not initial purchase quantity. Quantities provided are best estimates of anticipated order quantities. This is only applicable to bids with multiple items.
8. All submitted Bids are to be valid for a minimum of 30 days or until they are awarded whichever comes first. For all the bids awarded price structure will be fixed and remain in effect until the project is completed to the satisfaction of Food Service Management.
9. Invoices must be reflective of the original bid and must include a valid WCS purchase order number to be paid. This is a 100% turnkey project and WCS will not accept or be responsible for any "added expenses". There shall absolutely be no additional charges added to the bid total submitted. Therefore, bidders should include the most competitive "all in" bid/cost in their bid submittal. Invoices should be mailed directly to the Williamson County Schools Food Service Office.
10. Williamson County Schools Purchasing must approve any changes in offers to the original bid specifications.
11. The bidder shall abide by and comply with the true intent of the specifications 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.
12. It is the bidder's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements regarding the specifications of this project.
13. Awarded bidder must provide evidence of license (include number, any limitations on services to be provided, expiration date) related to this bid.
14. 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 failed bidder may forfeit future business with WCS.

15. The unit submitted for consideration must meet or exceed the specifications of the brand included in the detailed specifications which have been provided as a reference. The product awarded could be the referenced brands or possibly one that is proven to meet or exceed specifications.
16. 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."

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These 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.

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this contract shall be binding on WCS, without the prior written approval of the WCS Purchasing Department.
2. **APPROPRIATION:** When applicable, in the event no funds are appropriated by Williamson County Schools 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 hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of WCS Purchasing Department.
4. **BOOKS AND RECORDS:** Awarded dealer shall maintain documents, accounting records and other evidence pertaining to the goods and services provided under this Contract. All shall be available at its offices at all reasonable times during the contract period and for (3) years from the date of the final payment under this agreement for inspection by WCS or agency participating in the funding of this agreement. Copies of said records are to be furnished if requested and records may also include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring, or delivering the products and services.
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 bidder 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 awarded bidder fails to perform or comply with any provision of this contract or the terms or conditions of any 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:** Awarded bidder 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 Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
9. **INDEPENDENT CONTRACTOR:** Awarded vendor 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 Williamson County Schools 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 awarded bidder assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or 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 damage or lost profits, even if WCS has been advised of the possibility of such damages.
12. **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 or Invitation for Bid (3) Bid (4) Award (5) Special Terms and Conditions (6) General Terms and Conditions (7) Specifications.
13. **REMEDIES:** WCS 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 fees.

14. **RIGHT TO INSPECT:** WCS reserves the right to make periodic inspections concerning the manner and means the service is performed or the goods are supplied.
15. **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.
16. **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.
17. **WARRANTY:** Awarded bidder warrants to WCS that all items delivered, and services rendered shall conform to the specifications, drawings, or other descriptions furnished and incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Awarded bidder extends to WCS all warranties allowed under the U.C.C. Awarded bidder shall provide copies of warranties to WCS. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

**INTENT:** The intent of these specifications is to obtain a walk-in cooler/freezer for the Williamson County Schools Food Service Department, at Oak View Elementary School. The 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 herein.

1. **CANCELLATION:** WCS, may cancel any contract with or without written notice of such intention.
2. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT:** 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.
3. **CODE OF CONDUCT:** No employee, officer or agent of the school district shall participate in the selection or in the wards of this contract if a conflict of interest, real or apparent, is involved. Williamson County Board of Education, officers, employees or agents (elected or appointed) 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.

4. **VENDORS RESPONSIBILITY:** Awarded vendor shall be responsible for the entire project, demolition through installation and this project is a 100% turnkey project. Delivery and installing in the kitchen at the OVES location. Vendors are not allowed to use the school trash facilities.
5. **EVALUATION CRITERIA:** This Project is a Request for Bid (RFB). Award will be based on lowest and best bid that meets or exceeds specifications.
6. **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 or other WCS authorized representative.
7. **INSURANCE:** Awarded vendor will maintain at their expense adequate insurance coverage to protect vendor from claims arising under the Worker's Compensation Act from claims for damages resulting from bodily injuries and damage to the property of others, and from claims for damages resulting from operation of a motor vehicle.
8. **INSURANCE CHECKLIST:** Upon notification of the Intent to Award, the successful vendor will be required to submit a certificate of insurance showing the specified coverage (2,000,000) and naming WCS as an additional insured.
9. **INVOICES:** All food service invoices are payable from the WCS Food Service Central Office. The awarded bidder must adhere to the following instructions and all invoices MUST contain the following information if *applicable*:
  - Name of School or Government Agency
  - Name of each item
  - Quantity of each item
  - Unit Price
  - Extension of unit price
  - Total for all items
  - Notation of Shortages
  - Signature of authorized receiving personnel
  - The original must be given to the school district FS authorized person
10. **LICENSE REQUIREMENTS:** All awarded bidders doing business in Williamson County are required to be licensed in accordance with business license regulations of the State of Tennessee.
11. **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 if needed.

12. **NO CONTACT POLICY:** After the date and time, the proposed vendor receives this solicitation, any contact initiated by a vendor with any WCS employee other than the Purchasing Department or Food Service Staff concerning this request for bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Bidders may be required to sign an affidavit to this policy.
13. **PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties to perform maybe used.
  - o Cost adjustment
  - o Termination of contract
  - o Suspension or elimination from future bidding at WCS discretion
  - o Legal action and civil penalties
  - o Criminal action
14. **PERFORMANCE FILE:** Complaints will be made in writing and copied to the WCS Purchasing Department are to be included in a performance file on the successful awarded bidder. These complaints should 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 an email with the resolution noted and send a copy to the WCS Schools Purchasing.
15. **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.

**No questions will be answered after 3:30 Monday, August 11, 2025. QUESTIONS/COMMENTS:**

If prospective bidders have questions/comments about any part of this document please direct them, in writing, via e-mail to James Remete in the WCS Food Service 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.

16. **REMOVAL OF AWARDED VENDORS EMPLOYEES:** The awarded vendor agrees to utilize only experienced responsible and capable people in the performance of this awarded contract. WCS may require that the awarded vendor remove from the job covered by this contract, employees who endanger people, property or whose continued employment under this contract is inconsistent with the interest of Williamson County Schools.
17. **RESPONSIBILITIES OF WCS: PURCHASING DEPARTMENT** will be responsible for the following:
  - o Preparation of the bid project specifications in the manner required by law
  - o Advertisement of the bid project
  - o Public opening of the bid project
  - o Purchase Order / Contract Administration

18. **STATE ENERGY PLAN**: Awarded bidder 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).
19. **TRAINING AND SERVICE**: If *applicable*, Service and technical training shall be provided by the awarded bidder if any new equipment is purchased that requires training at no additional cost. Service manuals (2 sets) shall be provided for each piece of equipment purchased at no cost.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

### **Oak View Elementary School WALK-IN COOLER/ FREEZER**

The following specifications list the brand Kolpack which is WCS preferred brand. WCS however, it recognizes there are other brands, and that some may be equal to or better than the Kolpack unit that is specified. If another brand is submitted for bid the vendor will be responsible for providing proof it is equal to the Kolpak and must ensure that the substitute unit will serve the purpose for which it is intended. Burden of proof and all other details are the sole responsibility of the vendor. WCS will not be responsible for purchasing a unit that does not meet the specifications and is not compatible with our current needs. WCS will be the sole entity who will determine if another brand will be acceptable.

Some other manufactures are:

Bally, Imperial Brown, Arctic.

**Specifications for the desired Kolpak unit are listed on the following pages.**

## KOLPACK SPECIFICATIONS

Provide Per Manufactures Standard Specifications and the Following:

1. - Indoor 2-Compartment combination Walk-In Refrigerated Box shall be manufactured by Kolpak®. Outdoor Refrigeration shall be manufactured by Kolpak®. Walk-In Refrigerated Box to be nominal 13' x 22' with 4" thick vertical and ceiling panels. 5" thick floor panels for Overall 9'-7 1/4" Height. Dimensions to be exact to fit jobsite requirements. Ceiling Panels to be Kolpak® ERA Span Self-Supporting Ceiling. (1) Freezer compartment and (1) Cooler compartment.
2. - All work and materials shall fall in full accordance with local and or state ordinances, and with any other prevailing rules and regulations. Kolpak® is not responsible for furnishing items required by these regulations, unless specified or shown on the drawings or contained in the specifications.
3. - All panels shall consist of foamed-in-place polyurethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications.
4. - Insulation shall be rigid closed cell polyurethane "Foamed-in-Place." Insulation shall have a minimum R-Value of R32 for freezers and R29 for coolers. These R-values shall be determined as per Section 312 of the EISA code. For calculating the R-value of the freezer, the K-factor of the foam at 20° F. (average foam temperature) shall be used. For calculating the R-value of the cooler, the K-factor of the foam at 55° F (average foam temperature) shall be used.
5. - Panels, wall, ceiling, and floor panels shall be 11-1/2", 23", 34-1/2", and 46" in width and shall be interchangeable with like panels. Corner panels shall be 90-1/4° angles with actual 12" exterior horizontal measurements. Hold-to sized panels shall be used if required to meet job site conditions. Ceilings and floors edge caps to be foamed-in-place. Maximum strength, corner panels shall employ a right-angle configuration with exterior horizontal dimensions of 12" on each side.
6. - Panels shall be equipped with Kolpak® Posi-Locs. Posi-Locs shall be foamed-in-place and activated by a hex wrench provided by the manufacturer. Access ports to locking devices shall be covered by snap caps. Access ports shall be on interior to allow assembly of walk-in from the inside.
7. - **Exterior Finish** to be Embossed Galvalume (26 GA).
8. - **Interior Finish** to be Galvalume and interior ceiling is smooth white galvalume.
9. - **Floor Construction and Finish – ERA** 5" Thick Floor with slip resistant safety flooring. Panels shall be fabricated similar to other panels including the patented ERA Bracket technology, designed to readily withstand rolling loads of up to 1000 lbs. per square foot without the use of wood or any underlayment.

## **10. – Doors- 36” x 78”**

Each walk-in door shall be flush, fitted with standard 36" x 78" swing-type entrance door. Finished in and out to match the wall in which located. Door and door section(s) shall be listed by Underwriters Laboratories. Standard features include flush fit design with gasket for airtight seal, adjustable/spring-loaded hinges, extruded adjustable, and flexible sweep gasket to assure seal along the bottom. Impact resistant FRP door perimeter and jamb with steel reinforced door jamb for maximum strength. Also, the door will have an Arctic Fox Deluxe Display, vapor proof led light assembly with bulb, and an inside safety release. Door to have .063" 48" H diamond aluminum kick plates on the inside and outside of the door and door frame. Include 14"x14" viewport window and 3<sup>rd</sup> hinge per door.

### **10. b.- Accessories-**

- (2) 48" LED KEIL 48x754-CL-N Light / -40 degrees F to 100 degrees F (Range)
- (2) Pressure Relief Port
- (2) Galvalume Finish Reach-In Doors
- (2) Kolpak Air-Shield (no Strip curtains) for Right-Hand Hinged Doors
- (2) Remote Pre-Charged Refrigeration, 208-60-3 Condensing Units

## **11. Mechanical Refrigeration**

Preassembled Remote Scroll systems shall be provided, sized for holding only, no product load calculated. Systems shall be UL approved as systems (not components only). All systems shall utilize R-448A refrigerant. Walk-ins must be able to maintain -10° F operating temperature in the cooler with a maximum run time of 18 hours under normal operating conditions (taking into consideration opening and closing of doors). Units shall be furnished with low-ambient kit for outdoor installation.

Tru-Dmnd™ by Arctic Fox Evaporator to be provided with two-speed EC fan motors, and automatic super heat adjustment to optimal setpoint with EEV no manual adjustment required, and demand defrost or functional equal.

All penetrations for electrical and refrigeration lines shall be cut and sealed/plugged in field by the installing contractor.

## **12. Warranties**

Kolpak® foamed in-place panels are warranted to the original purchaser to be free from defects in material and workmanship, under normal use and service, for a period of (10) ten years from the first to occur of the original start-up date by a factory authorized servicer, or six (6) months from factory ship date. Painted surfaces will be warranted for (1) one year from the original start-up date.

Component parts, doors, and assemblies (except bulbs) found to be defective in material or workmanship are warranted for a period of (1) one year from original start-up date by a factory authorized servicer. First year compressor failures shall be exchanged over the counter by the compressor manufacturer's wholesaler. If the optional four-year compressor warranty is purchased and the original compressor fails after expiration of the one-year parts warranty, the Company will provide a direct replacement or authorize local purchase of a replacement compressor.

If local purchase is authorized, the original wholesale invoice along with the serial tag from the original defective compressor shall be sent to the Company for reimbursement. Labor, freight, travel, and additional parts/supplies are not covered under the extended compressor warranty.

Replacement parts purchased from Company will be warranted for a period of (90) ninety days from factory ship date.

Refrigeration system shall be warranted for 5 years with 1-year labor.

#### **14. Operation, Installation and Maintenance Instructions**

Each walk-in shall be supplied with a complete set-in installation, operational and maintenance instructions to cover the erection of walk-in installation of refrigeration systems, operating procedures and routine maintenance schedule. 100% turnkey.

Vendor to be responsible for providing units completely installed and operational. Remove old walk-in panels, existing tile and grout flooring, and refrigeration systems from site. The site shall be completely cleaned upon completion. All copper tubing shall be refrigerant grade A.C.R. Type "L" hard copper attached with forged or wrought copper fittings. Silver solder or Sil-Fos shall be used to join all refrigerant piping. Soft Solder is not acceptable. Hard copper line sets are to be installed in accordance with acceptable refrigeration practices. Drain line piping shall be A.C.R. Type "L" hard copper. Installer is responsible for all the electrical between the electrical disconnect and all the points of connection including control wiring. Cooler to operate at +35 degrees F and Freezer to operate at -10 degrees F.

**Williamson County Schools is requesting this project be 100% installed and completed during the School Districts "Winter Break". Winter Break for the school year 25-26 falls under the dates of Friday, December 19, 2025 and Monday, January 5, 2026.**

**James Remete, the WCS Food Service Director, will give the awarded bidder the notice to proceed, providing access to the building and a timeline of completion. If the project is not 100% completed and finished by the appointed time, Liquidated damages of \$350 per consecutive calendar day shall begin on the next day following said date.**

**BID COVER SHEET  
WILLIAMSON COUNTY SCHOOLS  
RFB #1377**

**OAK VIEW ELEMENTARY WALK-IN COOLER/FREEZER REPLACEMENT**

**IMPORTANT:**

I, \_\_\_\_\_ (print name) \_\_\_\_\_ (title),  
verify that I have carefully read the specifications, terms, conditions, and instructions  
contained within this document and that I understand, acknowledge, and agree to all the  
language set forth in this document. In addition, by signing this document and submitting  
my bid with Williamson County Schools I fully acknowledge, understand, and accept the  
language contained within this RFB document.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

**BASE BID**

Is your bid for a Kolpack Walk-in cooler/freezer complex that shall be  
constructed of prefabricated, precision-formed, modular panels designed for  
rapid field assembly. Yes \_\_\_ No \_\_\_

**PRICE FOR COMPLETE Kolpack UNIT AS SPECIFIED IN DOCUMENT  
100% TURNKEY PROJECT \$** \_\_\_\_\_

If the submitted bid is NOT for a Kolpack unit Walk-in cooler/freezer, then list the name of  
the manufactured unit below

\_\_\_\_\_ 100% Turnkey Price for complete substitute unit as  
specified in this document. \$ \_\_\_\_\_

**CERTIFICATION REGARDING  
LOBBYING**

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Verification 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.**

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Organization Name	Bid Number
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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)	Date
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**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: \_\_\_\_\_

**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:** \_\_\_\_\_

# CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**NON-BOYCOTT OF ISRAEL CERTIFICATION**

Tenn. Code Ann. § 12-4-119 prohibits public entities from entering into a contract for services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and will not be engaged in for the duration of the contract, a boycott of Israel. This applies to any contract entered into on or after July 1, 2022. The law does not apply to contracts with a value of less than \$250,000 or in contracts where the supplier has less than ten employees. A boycott of Israel means engaging in refusals to deal, terminating business activities or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (1) In compliance with, or adherence to, calls for a boycott of Israel, or (2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

**Certification Requirements.** Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

\_\_\_\_\_  
Printed Name and Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**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 \_\_\_\_\_.

**Notary Public My commission expires:** \_\_\_\_\_

