

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Walk-in Freezers and Refrigerators** as specified herein. Bids must be received by **2:00 p.m. on March 5, 2019**. Late bids will be neither considered nor returned.

Deliver Bids To:

Bid Number 2782

**Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPB, Procurement Coordinator at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. Knox County reserves the right to make a multiple award. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their bid such specifications, catalog prices, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.
- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods
Administrator of Business Outreach
Telephone: 865.215.5760
Emails: diane.woods@knoxcounty.org
Fax: 865.215.5778

Lori Holmann
Coordinator of Business Outreach
865.215.5757
lori.holmann@knoxcounty.org

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and two (2) exact copies.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division will not accept electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On- Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "Knox Procurement On- Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.19 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.20 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.21 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.22.1 Be submitted on recycled paper
 - 1.22.2 Not include pages of unnecessary advertising
 - 1.22.3 Be made on both sides of each sheet of paper
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **February 15, 2019 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 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. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.28 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.29 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.30 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor 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 Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor 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 five (5) years from the date of the final payment under this agreement for inspection by County 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 not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor 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.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Contractor 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, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, 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.

- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor 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.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party 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 Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, 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 other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor 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. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County 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.
- 2.17 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) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County 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, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 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.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division
- 2.22 TERMINATION:** County 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.

- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to convey to prospective bidders the general type and quality of walk-in freezers and refrigerators desired for the purpose and use by Knox County Schools Food and Nutrition Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance required a specific action by Knox County so stating.
- 3.3 BID BOND:** Each Bid must be accompanied by a certified check or by a Bidder's Bond executed by the Bidder and a surety company licensed to do business in Tennessee, in the sum of five percent (5%) of the amount of the Bid. Vendors are advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies:
- 3.4 BID ENVELOPE COVER SHEET:** The bid envelope cover sheet **must** be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid. If bidding electronically, the Bid Envelope Cover Sheet must be attached to your electronic response. Failure to attach the Bid Envelope Cover Sheet will result in your bid being deemed non-responsive.
- 3.5 CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County Schools and/or provide improved service.
- 3.6 CODES, PERMITS AND LICENSES:** All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The Contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of any certificate of approval.

All electrical materials used shall be Underwriter Laboratory listed, and approved, including but not limited to the luminaire assembly unit. In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. Conversely, should the codes call for better quality or larger size, the codes shall govern.

- 3.7 CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid envelope is to be annotated with the phrase "Subcontractors Bid is Less Than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information.

If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Envelope Cover provided with the Invitation for Bid.**

- 3.8 CERTIFICATE REGARDING DEBARMENT:** Attached is a Debarment Certification. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.9 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Attached is a Certificate of Independent Price Determination. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.10 CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.11 CODE OF CONDUCT:** The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Knox County School Food and Nutrition Program Funds.
- 1) No employees, officer or agent of Knox County or the School Nutrition Program shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.
 - 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
 - a) The employee, officer, or agent
 - b) Any member of his/her immediate family
 - c) His or her partner
 - d) An organization employs or is about to employ one of the above
 - 3) Knox County School Nutrition 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.
 - 4) The purchase of any food or service from a Contractor for individual use is prohibited using school bid prices.
 - 5) The removal of any food, supplies or equipment for individual use is prohibited.
 - 6) The outside sale of such items as used oil, empty cans and the like will be sold by contract according to the School Board policy and the outside agency.
 - 7) Failure of any Knox County School Nutrition employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Purchasing Division. The Knox County Purchasing Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the schools.
 - 8) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.
- 3.12 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful vendor. The Knox County Purchasing Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, service agreements, or standard company forms, etc.) will be accepted as Contract attachments.
- 3.13 DAVIS-BACON ACT WAGE RATE REQUIREMENTS:** All laborers and mechanics employed by Contractor pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV, chapter 2` of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference. For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of trade), as distinguished from mental or managerial.
- The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of Contracts subject to the Contract Work Hours and Safety Standards Act watchmen or guards.
- 3.14 DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**

- 3.15 DETAILED SUBMITTAL:** Vendors may be required to submit a detailed specification sheet of items bid after the bid opening. The detail sheets may be used in the evaluation process to compare products.
- 3.16 DISPOSAL OF EXISTING EQUIPMENT:** The freezers, refrigerators and all accessories will be removed and relocated to Knox County Property Management, 1005 Stewart St, Knoxville, TN 37917, by the successful bidder. This must be included in the bidder's cost. **No extra fees will be paid.**
- 3.17 DRUG-FREE WORKPLACE:** If **Contractor** has five or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.18 ENERGY POLICY AND CONSERVATION ACT:** Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the state energy and conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871)
- 3.19 EQUAL EMPLOYMENT OPPORTUNITY:** All contracts awarded in excess of \$10,000 by grantees and their contractors or sub-contractors shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented under the Department of Labor Regulations 41 CFR, Part 60.
- 3.20 EVALUATION CRITERIA:** The bid will be evaluated using the following criteria:
- | | |
|-------|------------|
| Price | 100 Points |
|-------|------------|
- 3.21 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.
- 3.22 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 3.23 INCLUSION:** Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.
- 3.24 INSTALLATION:** Installation must be completed between **May 28, 2019 and June 30, 2019**. Installation must be scheduled with the designated Knox County Schools personnel. Installation will not be considered complete until all aspects of the freezers/refrigerators are tested and shown to be fully operational and approved by Knox County.
- 3.25 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.26 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.

- 3.27 LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 3.28 MANUALS:** The successful bidder shall furnish all manuals for all components of the items listed above.
- 3.29 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.30 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.
- 3.31 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this Invitation for Bid **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.32 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for closing the Request for Proposal.
- 3.33 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the vendor's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than five (5) business days prior to the bid opening.
- 3.34 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.35 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties below for failure to perform may be used:
- Payment for items bought from other sources
 - Termination of Contract
 - Suspension from future business
 - Legal action and civil penalties
 - Criminal action
- 3.36 PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) will be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$25,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project.
- 3.37 PRE-BID CONFERENCE/SITE VISITS:** There will be a **mandatory** pre-bid conference on February 12, 2019 beginning promptly at 10:00 a.m. local time. Location is the Knox County Procurement Division, 1000 N. Central St., Suite 100, Knoxville, TN 37917. Please bring a copy of this solicitation with you.

Immediately following the Pre-Bid Conference, **mandatory** site visits will commence in the following order:

- 1.) Christenberry Elementary School; 927 Oglewood Ave, Knoxville, TN 37917
- 2.) A.L. Lotts Elementary School; 9320 Westland Dr, Knoxville, TN 37922
- 3.) Farragut Middle School; 200 West End Ave, Knoxville, TN 37934

Bidders will be responsible for their own transportation to each site.

3.38 RECORDS: All vendors are required to keep records for five (5) years after Knox County Schools makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture or Comptroller General may review any books, documents, papers, and records of the vendor which are directly pertinent to all regulated customers.

3.39 REGULATION COMPLIANCE: The Knox County Schools Food and Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Knox County Schools Food and Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts over \$100,000 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

Vendors 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 (PL94-165). Positive efforts will be made to involve minority and small businesses.

A Certificate on Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.

3.40 REJECTION OF BIDS: Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services.

3.41 SAFETY AND PROTECTION: The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

3.42 SAFETY EFFORTS: The Contractor(s) must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.43 SAFETY TRAINING: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

3.44 SUBMIT QUESTIONS: Prospective bidders must submit questions concerning this solicitation by **February 15, 2019 @ 4:30 p.m.** Submit questions as noted in Section 1.1.

3.45 TERMINATION OF CONTRACT:

Termination for Convenience Knox County may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Knox County. Knox County Procurement shall give the vendor sixty (60) days written notice before the effective termination date. The vendor shall be entitled to receive

compensation for authorized service completed as of the termination date, but in no event shall Knox County Schools be liable to the vendor for compensation for any service which has not been rendered.

Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Termination for Cause If the vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the vendor violates any terms of this contract, Knox County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

- A. Knox County Purchasing will provide notification of termination for cause in writing. This notice will (1) specify in reasonable detail the nature of the breach; (2) provide the vendor with an opportunity to cure, which must be requested in writing no less than ten (10) days from the date of the Termination Notice, and (3) shall specify the effective date of the termination in the event the vendor fails to correct the breach. The vendor must present Knox County Purchasing with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the vendor intentionally withholds its services or otherwise refuses to perform. Knox County will not consider a request to cure Contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of the participating schools operation. In circumstances where an opportunity to cure is not available termination will be effective immediately.
- B. Notwithstanding the foregoing the vendor shall not be relieved of liability to the participating schools for damages sustained by virtue of any breach of the Contract by the vendor.

School District Breach In the event of a breach of Contract of Knox County Schools, the vendor shall notify the Knox County Procurement Division in writing within thirty (30) days of any breach. Said notice shall contain a description of the breach. Failure by the vendor to provide said written notice shall operate as an absolute waiver by the vendor of the participating schools breach. In no event shall any breach on the part of Knox County Schools excuse the vendor from full performance under this Contract. In the event of breach by Knox County Schools, the vendor may avail itself of any remedy at law in the forum with appropriate jurisdiction, provided, however failure by the vendor to give Knox County Schools written notice and opportunity to cure as described herein operated as a waiver of Schools breach. Failure by the vendor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the vendor.

3.46 USDA NON-DISCRIMINATION: 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, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

3.47 WARRANTY: Bidders must state the standard warranty for the items being purchased.

SECTION IV SPECIFICATIONS

INSTRUCTIONS, SPECIFICATIONS AND SCOPE OF WORK GENERAL REQUIREMENTS

The following long form of specification applies to all the walk ins that are included in this bid. Please see details per school per specifications.

FOOD SERVICE EQUIPMENT:

PART I GENERAL

1.01 SCOPE:

- A. Food Service Dealer (to be noted as "contractor" in following document) shall furnish and complete all food service equipment, labor, materials, equipment, etc. as specified herein.
- B. Food Service Contractor is responsible for assembly and erection of all equipment included herein in required locations as shown on plans if applicable, leaving same with threaded outlets of type of connections as standardized by Food Service Equipment Manufacturer's for THE FOOD SERVICE CONTRACTOR OR HIS SUBCONTRACTOR to make final plumbing, electric and ventilating connections.
- C. Food Service Contractor is to provide a competent foreman for erection and placing of equipment.
- D. Food Service Contractor shall erect the equipment at the site in full compliance with current rules and regulations of state, county and local regulations. If, because of certain job conditions, any work specified to be performed under this contract must be done by other, the Food Service Equipment Contractor shall sub-let such work to those who may be qualified to do such work or make other arrangements at his own expense as may be approved by the Owner.
- E. **The Food Service Contractor will be requested to visit all schools to confirm fit and utility requirements. It is the contractor's responsibility to make sure all equipment will fit through existing openings and correct utilities are supplied.**
- F. Trim of same material as body of fixtures furnished and installed on fixtures where necessary to create sanitary conditions and finished appearance for all equipment including but not limited to Walk Ins.
- G. Contractor will clean up all debris made by his workmen immediately upon completion of installation and remove same from premises. Equipment is to be received at the school in clean condition and cleaned just prior to Owner's acceptance so as to be free from dirt and dust.

1.02 RELATED DOCUMENTS:

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

1.03 QUALIFICATIONS OF BIDDERS:

- A. The manufacturer of this equipment must be able to show that he is now, and has been engaged in the manufacture or distribution of equipment as required under this contract as his principal product.
- B. Upon demand, manufacturer being considered for possible negotiation shall submit to Owner, evidence of his having executed contracts of a size comparable to this contract. He shall further submit evidence of ample financial resources which enable him to handle the work in a satisfactory manner, and to deliver items of equipment as required, without delaying the progress of the work.
- C. The manufacturer of this equipment as herein specified is a recognized distribution for the items of equipment specified herein to be of other manufacture than his own.
- D. Only CONTRACTORS who can meet the foregoing qualifications will be considered for approval.
- E. **Food Service Dealer/Contractor must hold a contractor's license in the State of Tennessee. ALL final connections will be required in regards to all equipment completion. Disconnects/Junction Boxes for electrical to be provided by KNOX COUNTY SCHOOLS.**
- F. **Pre-approved equipment disconnection services and installation UTILITY services are to be provided by Premier Food Equipment Service, Knoxville, TN for all final connections.**
- G. **Food Service Dealer and/or Sub-Contractor maybe required to supply three references of projects completed in a 250 mile radius of KNOX COUNTY, TN that the owner and/or his agent can call and/or visit sites to confirm the quality of service provided to the end user.**

- H. All equipment must have a factory authorized service agency available locally for service within a 24 hour period of report of warranty issue. Weekend work is not to be included, standard hours of operation shall be at least 8am-5pm Monday through Friday with emergency service available for additional charges if required.
- I. All equipment will be required to be demonstrated by a local manufacturer representative as requested by the owner at the site.

1.04 DRAWINGS AND FIELD MEASUREMENTS:

- A. Contractor must provide within five (5) days after notification of award, detailed plans showing dimensioned location, size height and where necessary for custom equipment, capacity of all mechanical and electrical services required for each item of equipment new, and furnish three (3) prints of said plans/shop drawings to Owner.
- B. Prints of the foregoing drawings are to be submitted to Owner for approval before proceeding with fabrication.
- C. Contractor shall check all measurements at the building and be responsible for same. At time of checking measurements, Contractor shall carefully examine spaces and existing conditions, and report to Owner any work performed by others or planned by others which prevents him from execution of his work as required under the contract and obtain Owner's final decision and instructions before proceeding.
- D. Contractor shall carefully measure locations of all floor and wall penetrations and existing conditions, and indicate them and provide for them on his shop drawings. If his inspection reveals that any of these existing conditions seriously interfere with execution of his work as required under his contract, he is to report these conditions to Owner and await his decision and instructions before proceeding.

1.05 MATERIAL AND WORKMANSHIP:

- A. Unless otherwise specified or shown on the drawings, all material to be new, of best quality, perfect and without flaws, and delivered upon completion in an undamaged condition.
- B. All labor performed in a thorough workmanlike manner by qualified, efficient, and skilled workers.

1.06 SANITARY CONSTRUCTION AND COMPLIANCE WITH LAWS AND CODE REGULATIONS

- A. All equipment constructed in strict compliance with standards of the National Sanitation Foundation, and in full compliance with Public Health Regulations of State of Tennessee in which installation is to be made. Each piece of equipment to have "seal of approval" label of the National Sanitation Foundation and/or of most recent compliances on record.
- B. Nothing in the contract documents shall be construed to conflict with any local, state, or federal laws or regulations governing the installation or any part of the work to be performed unit this contract and all requirements shall be in accordance without any additional cost to Knox County Schools.
- C. All work and materials shall be in full accordance with the lasts rules of the U.S. Public Health Service, State Public Health Service, National Board of Fire Underwriters; any local, Federal and State Ordinances and regulations of the State Fire Marshall.
- D. Other standards that apply including but not limited to ANSI; NFPA, ASME and AGA.

1.07 BRANDS AND NAMES:

- A. Substitutions by any bidder wishing to supply alternate equipment other than that specified shall follow the requirements listed below.
- B. Bidders recommending such substitutions are cautioned to examine mechanical and electrical conditions and conditions of building to determine if such substitutions will require changes in mechanical or electrical connections that are already planned or are existing. If proposed substitutions require such changes, bidder shall be responsible for any cost involved.
- C. Any bidder (Food Service Contractor NOT a manufacturer's representative) wishing to supply alternate equipment other than that specified must submit a written request for substitution to the Owner ten (10) days prior to the Bid Date for approval or disapproval. The request must be accompanied by the name of the manufacturer and model, a complete description of the proposed substitution, drawings, catalog cuts, specifications, performance and test data, samples, of applicable, and all information necessary for an evaluation. A statement describing any changes in materials, equipment, or work that incorporation of the substitute would require must be included. A detailed description of the manner in which the proposed substitution conforms and/or varies from the item specified must also be provided. If approved an addendum will be issued three days prior to bid opening. Substitutions will not be accepted if they do not conform to the requirements stated in this section and will NOT be allowed AFTER the bid is opened.

1.08 PERMITS AND LICENSES:

- A. Contractor shall give to proper authorities all notices as required by law relative to work in his charge; obtain all official permits, licenses, etc., and pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work, and which may arise incident to the fulfilling of these specifications. Background checks for employees on site during school operation hours may be required and is the responsibility of each contractor to supply documentation as required by the system.

1.09 INSPECTION AND CONDEMNATION:

- A. The Owner or their duly authorized representative shall have free access to Contractor's shop or shops during the construction of this equipment for purpose of making inspections to see that plan, specifications, and detail drawings are being adhered to carefully. Contractor shall correct any errors found during these inspections to the extent and within scope of plans, specifications and detail drawings.

1.10 WORK NOTES:

- A. **All plumbing, electrical and ventilation work required before final connections with this equipment will be done by KNOX COUNTY SCHOOLS including correct disconnects within six feet of final connection requirement, wiring sized and correct breakers with the Food Service Dealer/subcontractor supplying final connections only.**
- B. Refrigeration work done by Food Service Equipment Dealer is to include electrical and plumbing connections to compressors, blower coils, controls, etc. **The final connections are to be made by the FOOD SERVICE CONTRACTOR to the disconnects. KNOX COUNTY SCHOOLS will supply rough-ins as needed/i.e. junction boxes, disconnects and breakers with wiring to boxes and disconnects as required. THE FOOD SERVICE CONTRACTOR will supply connections for all accessories i.e. wiring to light fixtures, heated tape, door accessories; the food service contractor will supply the control wiring as required from the compressor to the coils located in the walk in. Pre-approved refrigeration disconnection services and installation service is to be provided by Premier Food Equipment Service, Knoxville, TN.**
- C. All line and disconnect switches, safety cut-outs, control panels, fuse boxes, or other electrical controls, fittings, and connections furnished and installed by Food Service Contractor and their sub-contractors.
- D. Any sleeves or conduit required for refrigeration, tubing lines furnished and installed under Food Service Contractor contract.
- E. Dealer is responsible for leveling floors with roofing shingles or similarly stable industry acceptable materials IF the existing concrete after removal of existing units is found to be in good condition.

NOTES FOR CONSTRUCTION

WORK BY OTHERS AND FOOD SERVICE CONTRACTOR:

Any sprinkler work required by KNOX COUNTY County Fire Marshall will be by others. Any concrete work required will be provided by KNOX COUNTY SCHOOLS. Concrete that is found to be not sound or in good condition will be replaced by Knox County Schools working with the Food Service Dealer to provide the correct depth, level and smooth for walk in assembly.

SECTION 1 WALK IN SPECIFICATIONS:

Please see drawings for sizes.

PART II GENERAL SPECIFICATIONS

The **THERMO-KOOL** or pre-approved alternate walk-in shall be prefabricated modular construction. It shall be designed and constructed to allow fast and easy field assembly, disassembly, relocation and enlargement by the addition of like modular panels. Walk-in shall be designed and constructed as shown on plan. Overall size of walk-in shall be **actual dimensions** to fit exact job site requirements. **8'-6" height** outside dimensions for walk in is standard unless otherwise noted in the detailed specification per school. See all drawings for special instructions.

PANEL CONSTRUCTION:

Wall and ceiling panel widths shall be within **1" increments up to 46" wide**. Corner panels shall be 90 degree angle, 12" x 12". All panels shall be interchangeable with like panels for fast and easy assembly.

Partition panel placement shall be within 1" increments to meet shelving space requirements.

All panels shall consist of metal pans formed to precise dimensions. Metal finish to be as specified. Insulation shall be "foamed-in-place" urethane to bond permanently to complete inner surfaces of both interior and exterior metal pans to form strong rigid unit. Panels shall not have internal wood or metal support, framing, straps, or other non-insulating members. Each panel shall be 100% urethane foam insulation exclusive of metal pans. Perimeter structure shall be formed of DURATHANE, high density urethane insulation forming tongues and grooves to assure vapor and airtight joints and to prevent pre-installation damage and deterioration of exposed urethane surfaces.

WARRANTY:

Panels shall be covered by a Ten-Year Factory Warranty.

Compressor shall have a one year parts and labor warranty with an additional four years for parts for compressor.

ALL parts and labor shall be covered by the Food Service Dealer for a period of one year from the acceptance of project completions.

INSULATION:

Insulation shall be 4" or 5" thick rigid, zero ozone depleting HFC 134a blown Class I urethane foam classified according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. The core material has a flame spread of 25 or less and a smoke density of 250.

The urethane foam is foamed-in-place to bond to inner surfaces of metal pans having an average thermal conductivity (K factor) of 0.13 BTU/hr./sq. ft. per degrees /Fahrenheit/inch. As tested in accordance with ASTM C 518-2004, the R factor for coolers at temperatures of 55 F° is greater than 29.0 for 4" thick and greater than 36.0 for 5" thick panels; for freezers at temperatures of 20 F° the R factor is greater than 32.0 for 4" thick and greater than 40.0 for 5" thick panels. (R-value of R-25 for Coolers and R-32 for Freezers required to meet 2009 Energy Code)

The prefabricated urethane foamed panels shall be supplied with a Class I fire hazard classification according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. Panels shall have a flame spread rating of 25 or less and bear a certifying Underwriters Laboratories, Inc. label.

This rating is not intended to reflect hazards presented by this or any other material under actual fire conditions

METAL FINISHES:

INTERIOR WALLS are .040 stucco Aluminum.

INTERIOR CEILING is .040 stucco Aluminum with white baked-on enamel finish.

INTERIOR FLOOR is 1/8" Aluminum Diamond Tread Plate.

UNEXPOSED EXTERIOR WALLS, FLOOR AND CEILING are 26 gauge stucco embossed Galvanized Steel.

EXPOSED EXTERIOR WALLS including door section .040 stucco Aluminum with white baked-on enamel finish.

UNLESS NOTED DIFFERENTLY PER INDIVIDUAL SCHOOL IN DETAILS LISTED PER SCHOOL.

PANEL LOCKING ASSEMBLIES:

Assembly of walk-in shall be accomplished by "**Insta-Loks**" consisting of cam-action hook arm assembly set in one panel and a self-aligning, self-centering, pin assembly set in the matching panel. All vertical joints must have a minimum of three **Insta-loks**. Rotation of the cam-action hook arm shall pull and lock panels together to form airtight, vapor proof joints. No metal straps or connecting rods shall be used inside the panels. Rotation of the cam-locks shall be operated from inside the walk-in through access ports that are sealed with vinyl snap-in closures.

PANEL GASKETS:

NSF listed double-bead vinyl gasket shall be applied to the tongue side of all panels, on both interior and exterior. Gaskets shall be impervious to stains, grease, oils, mildew, sunlight, etc.

ENTRANCE DOOR AND FRAME:

Walk-in compartment shall be equipped with a 34" x 76" hinged-type, flush-mounted entrance door mounted in a nominal 4', 5' or 6' frame and located in exact location as shown on drawing. **Door placement shall be within 1" increments to meet shelving space and job site requirements.** Door shall be manufactured to accommodate floor construction. Door and frame shall be listed by Underwriters Laboratories and bear the UL Seal of Approval and be equipped with the following:

Door shall be equipped with a one-piece perimeter PVC accordion type removable gasket with magnetic core at the top and along the side perimeter of the door. An adjustable wiper gasket shall be mounted along the bottom edge of the door.

Latch shall be break-a-way type with cylinder lock and inside safety release handle so the door can be opened from the inside even if locked. A positive action hydraulic door closer (required to meet 2009 Energy Code) shall be included to ensure gentle closing action of door to opening and to ensure positive closing of door. The latch shall be of high pressure zinc die cast with highly polished chrome finish.

Two hinges shall be nine inch modified strap, cam-lift, self-closing design with door lift off capability of high-pressure zinc die cast with highly polished chrome finish. (a spring loaded hinge required to meet 2009 Energy Code) KASON model 1346 adjustable hinges are required.

Door frame shall consist of **heavy reinforced steel "U" channel frame** to encompass entire perimeter of opening, foamed-in-place to give extra support and rigidity to frame and to prevent racking, distortion, warping and twisting. A backup must be welded for added strength.

An armored anti-sweat heater cable shall be run in a breaker strip located behind a removable heavy gauge stainless steel trim for easy access to heater cable. Heater cable shall be run under threshold consisting of heavy reinforcement "U" channel breaker strip and heavy gauge stainless steel threshold.

(A second back up heater cable is to be installed).

Door section shall be provided with an operating toggle switch and pilot light mounted on the exterior side of the door frame. (Weather tight switches also available for outdoor walk-in applications.) An incandescent vapor proof light and face mounted inlet box shall be mounted on the interior side of the door frame for 115 volt, 60 cycle, 1 phase A.C. service (Energy Efficient and Motion Sensor Lighting available for Energy Savings). All wiring shall be in concealed rigid conduit. A 2-1/2" diameter chrome face, flush mount, dual reading, adjustable dial thermometer shall be provided on exterior of door section to provide temperature reading of -40 degrees C to +150 degrees C.

Provide Vinyl Strip Curtains: *To minimize infiltration of air when doors are open vinyl strip curtain shall be provided (required to meet 2009 Energy Code).*

TREADBRITE KICKPLATES:

Door shall have aluminum diamond treadbrite kickplates 48" high on the interior and exterior. Diamond tread kickplates shall be mounted with adhesive and sealed with silicone. **No external fasteners such as screws or pop rivets shall be applied as fastening for the diamond tread kickplates.**

LED LIGHT FIXTURES:

LED light fixtures shall be provided in quantity as required. (Energy efficient lighting required to meet 2009 Energy Code.) Must have switch with pilot light.

Contractor must furnish CORRECT LED BULBS as required for Cooler and Freezers for all projects.

HEATED PRESSURE RELIEF VENT:

Freezers shall be equipped with a two-way heated pressure relief vent to equalize pressure between the interior and exterior caused by defrost cycles and opening of door. Electrical service to be 115v/60/1 phase.

FLOOR CONSTRUCTION:

THERMO-KOOL DURA-FLOOR: For additional stationary floor load strength of up to 12,000 lbs. per square foot THERMO-KOOL's DURA-FLOOR shall be provided which shall consist of an interior surface of foamed-in-place 1/8" Aluminum Treadplate with high density urethane support structures foamed-in place on interior of floor panel and firmly attached to a foamed-in-place plywood subfloor.

INTERIOR RAMP: When noted in details

To eliminate a step-up the walk-in shall be equipped with an interior **built-in foamed-in-place ramp** at entrance door. The interior ramp shall be NSF approved, have a non-skid surface and be equipped with a threshold and heater wire on freezer applications. Interior ramp shall be width of door opening x 24" depth.

TRIM AND ENCLOSURES:

Supply aluminum wainscot 48" high on all exposed walk in panels or as noted on drawings.

Supply minimum of five (5)" high cove base on exposed walls of same material walk in exterior panels are made. Cove base shall be mounted with adhesive and sealed with BUTYL RUBBER SEALANT, 368, on top and bottom to control moisture from seeping under the walk ins. **No external fasteners such as screws or pop rivets shall be applied as fastening for the cove base.**

Trim matching the walk-in finish and fabricated to fit building conditions shall be supplied to close all joints between walk-in walls and the building wall. All trim to be sealed with silicone or BUTYL RUBBER SEALANT, 368 on all sides to control moisture.

LOCKING BAR: When noted in details.

The walk-in shall be equipped with additional security by means of a **foamed-in place concealed locking bar**. Locking bar to include provisions for a padlock so the door cannot be removed if the hinges are removed and inside safety release mechanism to prevent entrapment inside the walk-in.

ALARM:

Walk-in shall be equipped with audio-visual alarm(s) that activate when temperature rises above desired setting. Alarm sensor is to be located in the return air stream of evaporator coil. Control panel shall be located at front of walk-in or at other pre-specified location. When temperature rises above predetermined setting a red light and buzzer activates.(Model (1) Thermo-Kool TK4700 walk-in monitor system with TK4 panic switch, motion detector, battery backups, dry contacts and thermostatically controlled heater wires).

REFRIGERATION:

Condensing units shall be factory assembled and UL approved. The condenser shall be air-cooled. Refrigerant for medium and low temperature systems shall be R448A.

SEE DETAILS PER SCHOOL

Evaporators shall be forced air type with air flow parallel to the walk-in ceiling. Evaporators shall be a standard low profile series. (Electronically Comutated Motors required to meet 2009 Energy Code). All evaporator coil components shall be housed in heavy gauge aluminum housing. Units shall have drain pan with drain pipe connection.

Condensing unit voltage to be as specified by job site requirements.

NOTE FARRAGUT MIDDLE SCHOOL WILL BE SUPPLIED WITH WATER COOLED COMPRESSORS. SEE DETAILED SPECIFICATIONS PER SCHOOL.

Units shall have drain pan with drain pipe connection. Evaporators shall be equipped with an automatic electric defrost system including coil heaters, time clock, fan delay control, drain line heaters and liquid line solenoid.

The basic components shall be supplied for Remote Preassembled and shall include condensing unit, evaporator coil, control kit (pressure control, thermostat, liquid line drier, sight glass, suction line vibration eliminator, expansion valve and evaporator coil mounting kit), defrost timer, fan delay control and liquid line solenoid suction accumulator, lead lag temperature controller and quick response controller (QRC). All parts shall be factory mounted.

Provide factory mounted suction accumulators-field installed will not be accepted.

Remote Preassembled the system requires tubing, electrical hook-up, drain line, and refrigerant charge supplied by qualified refrigeration, electrical and plumbing contractors.

A low ambient kit and weatherproof housing shall be supplied with condensing units. The low ambient kit shall consist of a crankcase heater and headmaster valve.

NOTE: Supply single point electrical connection for all accessories with labeled wiring through door panels to top of wall in, in foamed in place conduit. UNLESS OUTDOOR APPLICATION. THEN SHOULD BE OUT THE FRONT OF THE DOOR PANEL.

DRAIN LINES: All evaporator coils shall be provided with proper sized copper drain lines, supplied and field installed by contractor. Drains shall be trapped outside of walk-in UNLESS OUTDOOR APPLICATION. Drain shall be heated and insulated to prevent freezing. All plumbing to be in accordance with applicable codes.

Contractor shall be responsible for providing units completely installed and operational. Cooler to operate at +35 degrees Fahrenheit and Freezer to operate at -10 degrees Fahrenheit.

NSF CONSTRUCTION: The walk-ins provided in the above specifications shall be constructed in accordance with National Sanitation Foundation, Standard No. 7. The NSF approval seal shall be affixed to the serial plate of the walk-in.

QUALITY INSPECTION REQUIREMENTS:

Walk-ins shall be set up at the manufacturer's facility prior to shipment and a quality control inspection performed on the product. A digital photograph of the walk-ins set up at the manufacturer's facility shall be provided for the Food Equipment Contractor's permanent records.

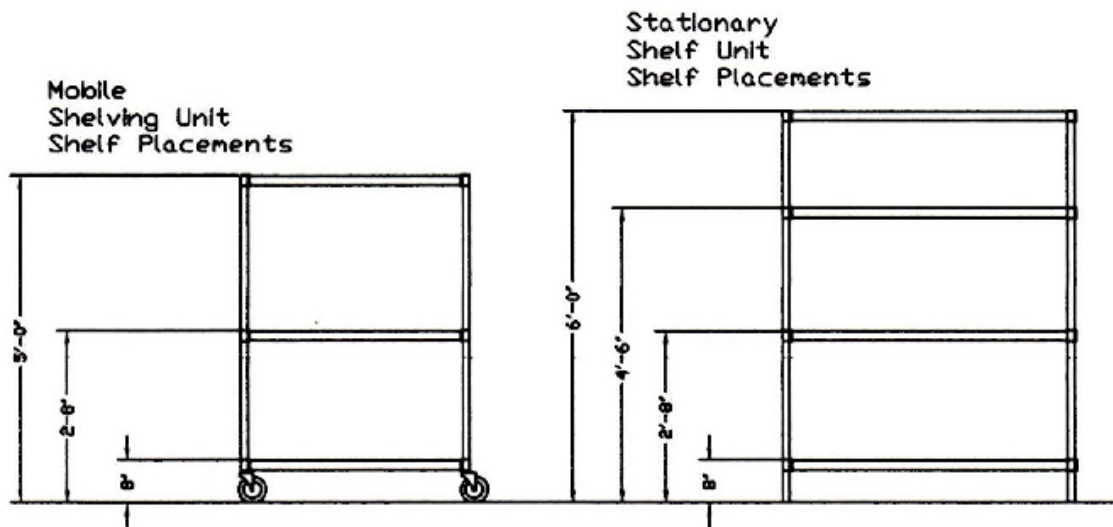
INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTIONS:

The walk-ins shall be supplied with a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule.

Bidders must obtain prior approval if not bidding specified items. Any and all variances in construction, design, performance and accessories from the item specified must be submitted in writing to the owner supervisor in addition to detailed manufacturers specifications ten days prior to bid opening.

Successful FEC responsible for delivering and erecting walk-in and completing installation of refrigeration systems including drain lines.

The following shelving is to be provided but must be verified for fit and function by Food Service Dealer. Food Service Dealer to deliver, build and set in place as specified. Shelving under the coils are to be with 54" posts with casters. All other shelving is with 72" posts with adjustable feet unless otherwise noted in the plans.



PART III DETAILED SPECIFICATIONS

FARRAGUT MIDDLE SCHOOL

ITEM 1 - WALK IN COOLER AND FREEZER (1 REQUIRED)

THERMO-KOOL Cooler/Freezer

35' 4" x 11' 10" x 8' 6" High

Insulation: 4" DURATHANE, all-urethane foamed-in-place (Class 1)

Exposed Exterior: White Stucco Aluminum

Unexposed Exterior: Stucco Aluminum

Interior Walls: Stucco Aluminum

Interior Ceilings: White Stucco Aluminum

Interior Floors: 1/8" Aluminum Treadplate DURA-FLOOR

Cooler, Freezer with Floor - recessed by 4"

(2) 34" x 76" Flush Mounted Entrance Door(s), with hardware, Pilot light & switch assembly, vapor proof light & dial thermometer. NSF LISTED

(2) Door(s) with (2) Hinges per door

(2) Kason # 1806 LED light fixture at door(s)

(2) Thermo-Kool TK4700 walk-in monitor system with TK4 panic switch, motion detector, battery backups, dry contacts and thermostatically controlled heater wires

(2) 48"H 1/8" Aluminum Treadplate kickplates int & ext

(2) vinyl strip curtain

(2) Foot treadle(s)

(2) Backup frame heater wire(s)

(2) Compact Halogen Red Flashing Light

(2) Long leads for alarms

(2) Pressure relief vent(s)

(6) 48" LED light fixture(s)

Enclosure panels

Trim

1/8" Treadplate wainscot on exp. exterior 48" high (shipped loose for field installation)

1-1 1/2 HP, Remote Pre Assembled Refrig. System Model ZWN015X6C 208-230/60/3

Medium Temperature, base, Scroll, Water-cooled, R448A (15 MCA, 15 MOPD, 10.9

Compressor amps) with TKM-1300 115/60/1 coil (1.8 amps) with EC motor and Quick Response Controller.

Accessories: 1 ea Suction Accumulator. 1 ea Quick Response Controller.

1-5 1/2 HP, Remote Pre Assembled Refrig. System Model ZWN055L6C 208-230/60/3

Low Temperature, base, Scroll, Water-cooled, R448A (38 MCA, 50 MOPD, 24

Compressor amps) with TKL-1601 208-230/60/1 coil (2 fan amps, 15.7 heater amps)

with EC motor and Quick Response Controller.

Accessories: 1 ea Suction Accumulator. 1 ea Quick Response Controller.

2 Compressor warranties

ITEM 2 - INSTALLATION DETAILS (1 REQUIRED)

Custom

A. REMOVAL OF EXISTING COMPRESSORS-REFRIGERATION AND REPLACEMENT NEW REFRIGERATION. CORRECTLY SIZED ELECTRICAL JUNCTION BOXES AND BREAKERS ETC BY KNOX COUNTY SCHOOLS

B. REMOVAL EXISTING BOXES AND BUILD NEW BOXES

C. REMOVAL EXISTING SHELVING BY KNOX COUNTY SCHOOLS-BUILD NEW SHELVING

D. FREIGHT FROM FACTORY TO SITE FOR WALK INS

E. NO CONCRETE WORK IS INCLUDED IN THIS PRICING.

The Food Service Dealer/Contractor is responsible for disconnection and demolition and removal of the existing walk-ins. They are responsible for disposal of these units. When demolition is complete KNOX County or an agent on their behalf will determine if any concrete work is required before the new cooler and freezer are installed.

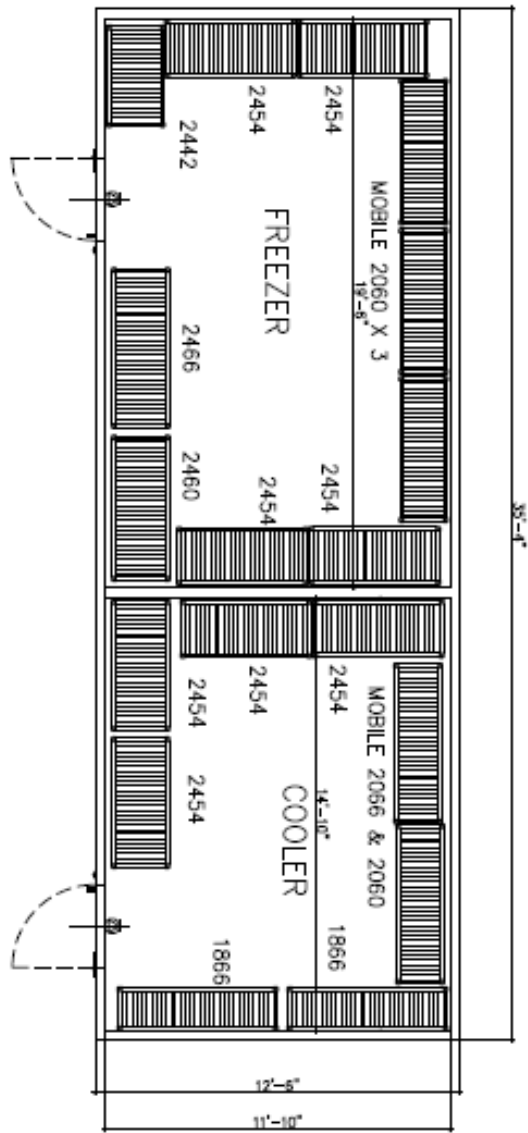
The existing four (4) water cooled compressors are to be disconnected by Premier Service and the Food Service Dealer is required to remove them from the location and dispose of them. The Food Service dealer is responsible for removing all walk-ins components including the coils after the disconnection from Premier service. KNOX County will be relocating the electrical panel box to location on wall closest to the walk ins. After the electrical is relocated it is the responsibility of the Food Service Dealer to remove the rack located in that space.

Premier will use the existing loop water lines for new compressors supplying shut offs as needed for these lines

ITEM 3 - SHELVING FOR COOLER/FREEZER (1 LOT REQUIRED)**FOOD SERVICE DEALER IS RESPONSIBLE FOR FIT AND FUNCTION OF SHELVING.**

- 4 ea New Age Model 2442TB
"Adjust-A-Shelf" T-Bar Series Shelf, 42"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 4 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 52 ea Model 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
- 52 ea Model 0116 Adjustable Foot, 1-5/16" dia., upright
- 32 ea Model 2454TB "Adjust-A-Shelf" T-Bar Series Shelf, 54"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 32 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 8 ea Model 2460TB "Adjust-A-Shelf" T-Bar Series Shelf, 60"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 8 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 4 ea Model 2466TB "Adjust-A-Shelf" T-Bar Series Shelf, 66"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 4 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 8 ea Model 1866TB "Adjust-A-Shelf" T-Bar Series Shelf, 66"W x 18"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 8 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 9 ea New Age Model 2060TB
"Adjust-A-Shelf" T-Bar Series Shelf, 60"W x 20"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 9 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 20 ea Model 54P Post, 54"H, marked in 2" increments, aluminum finish, NSF, Made in USA
- 20 ea Model C440 Stem Caster, swivel with brake, 5" diameter, 1-3/8" wide face, polyolefin wheel tread, 300 lbs. capacity
- 6 ea Model 2066TB "Adjust-A-Shelf" T-Bar Series Shelf, 66"W x 20"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 6 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.

FARRAGUT MIDDLE SCHOOL



CHRISTENBERRY ELEMENTARY SCHOOL

ITEM 4 - WALK IN COOLER AND FREEZER (1 REQUIRED)

THERMO-KOOL Cooler/Freezer

19' 4" x 12' 5 1/2" x 8' 6" High

Insulation: 4" DURATHANE, all-urethane foamed-in-place (Class 1)

Exposed Exterior: White Stucco Aluminum

Unexposed Exterior: Stucco Aluminum

Interior Walls: Stucco Aluminum

Interior Ceilings: White Stucco Aluminum

Interior Floors: 1/8" Aluminum Treadplate DURA-FLOOR

Cooler, Freezer with Floor - recessed by 4"

(2) 34" x 76" Flush Mounted Entrance Door(s), with hardware, Pilot light & switch, assembly, vapor proof light & dial thermometer. NSF LISTED

(2) Door(s) with (2) Hinges per door

(2) Kason # 1806 LED light fixture at door(s)

(2) Thermo-Kool TK4700 walk-in monitor system with TK4 panic switch, motion detector, battery backups, dry contacts and thermostatically controlled heater wires

(2) 48"H 1/8" Aluminum Treadplate kickplates int & ext

(2) vinyl strip curtain

(2) Foot treadle(s)

(2) Backup frame heater wire(s)

(2) Compact Halogen Red Flashing Light

(2) Long leads for alarms

(2) Pressure relief vent(s)

(3) 48" LED light fixture(s)

Enclosure panels

Trim

1/8" Treadplate wainscot on exp. exterior 48" high (shipped loose for field installation)

1-1 HP, Remote Pre Assembled Refrig. System Model MOH010X63 208-230/60/3

Medium Temperature, base, weather hood, winter controls, Hermetic, Air-cooled,

R448A (15 MCA, 15 MOPD, 5.8 Compressor amps) with TKM-0900 115/60/1 coil (1.8 amps) with EC motor and Quick Response Controller.

Accessories: 1 ea Suction Accumulator.

1-4 1/2 HP, Remote Pre Assembled Refrig. System Model MOZ045L63 208-230/60/3 Low

Temperature, base, weather hood, winter controls, Scroll, Air-cooled, R448A, QRC (20

MCA, 30 MOPD, 20.4 Compressor amps) with TKL-1201 208-230/60/1 coil (1.5 fan

amps, 11.7 heater amps) with EC motor and Quick Response Controller.

Accessories: 1 ea Suction Accumulator. 1 ea Quick Response Controller.

2 Compressor warranties

ITEM 5 - INSTALLATION DETAILS (1 REQUIRED)

Custom

A. REMOVAL OF EXISTING COMPRESSORS-REFRIGERATION AND REPLACEMENT NEW REFRIGERATION. CORRECTLY SIZED ELECTRICAL JUNCTION BOXES AND BREAKERS ETC BY KNOX COUNTY SCHOOLS

B. REMOVAL EXISTING BOXES AND BUILD NEW BOXES

C. REMOVAL EXISTING SHELVING BY KNOX COUNTY SCHOOLS-BUILD NEW SHELVING

D. FREIGHT FROM FACTORY TO SITE FOR WALK INS

E. NO CONCRETE WORK IS INCLUDED IN THIS PRICING.

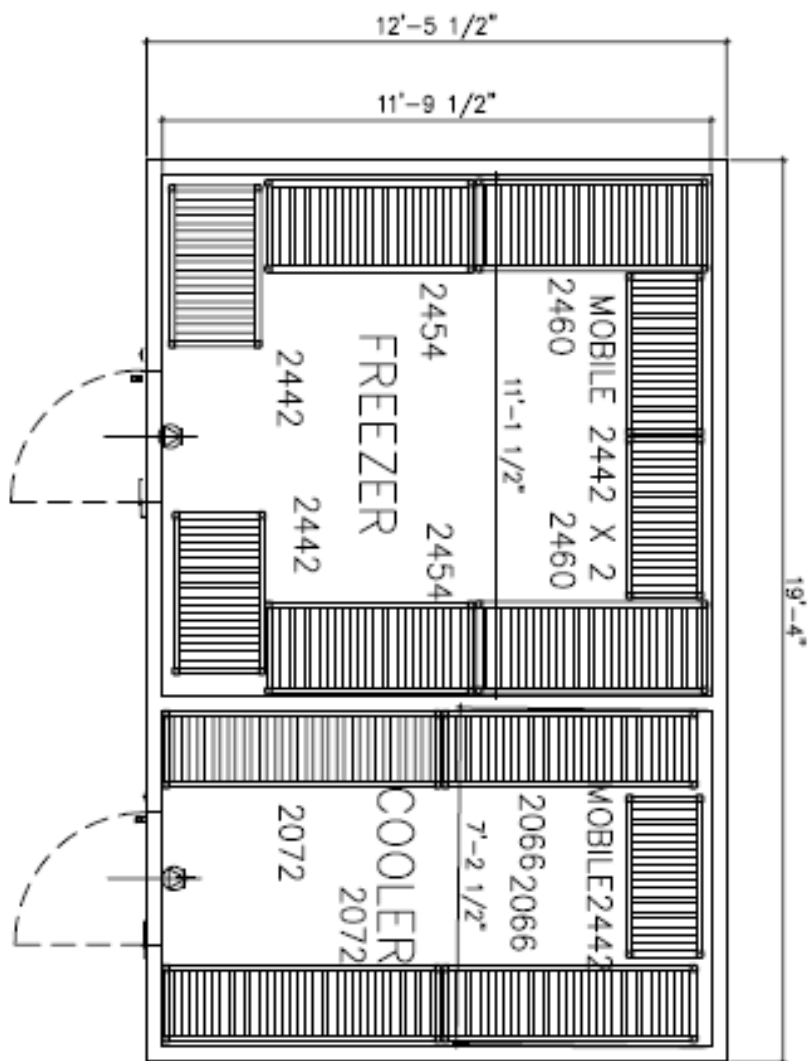
The Food Service Dealer/Contractor is responsible for disconnection and demolition and removal of the existing walk-ins. They are responsible for disposal of these units. When demolition is complete KNOX County or an agent on their behalf will determine if any concrete work is required before the new cooler and freezer are installed. The Food Service dealer is responsible for removing all walk-ins components including the coils after the disconnection from Premier Service.

Knox County or their agent will be responsible for the removal and reinstallation of fire pull station mounted on walk in box by back door.

PROVIDE: Stainless steel hat channels must be provided for refrigeration lines and condensate lines outside the building. These should be similar to pieces that are in place and existing one MAYBE reused if no damage to them is caused by new installation. If new is to be supplied it must be 20 ga, 304 stainless.

ITEM 6 - SHELVING FOR COOLER/FREEZER (1 LOT REQUIRED)
FOOD SERVICE DEALER IS RESPONSIBLE FOR FIT AND FUNCTION OF SHELVING.

- 8 ea New Age Model 2442TB
"Adjust-A-Shelf" T-Bar Series Shelf, 42"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 8 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 40 ea Model 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
- 42 ea Model 0116 Adjustable Foot, 1-5/16" dia., upright
- 8 ea Model 2454TB "Adjust-A-Shelf" T-Bar Series Shelf, 54"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 8 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 8 ea Model 2460TB "Adjust-A-Shelf" T-Bar Series Shelf, 60"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 8 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 9 ea New Age Model 2042TB
"Adjust-A-Shelf" T-Bar Series Shelf, 42"W x 20"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 6 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 12 ea Model 54P Post, 54"H, marked in 2" increments, aluminum finish, NSF, Made in USA
- 12 ea Model C440 Stem Caster, swivel with brake, 5" diameter, 1-3/8" wide face, polyolefin wheel tread, 300 lbs. capacity



A L LOTT'S ELEMENTARY SCHOOL

ITEM 7 - WALK IN COOLER AND FREEZER (1 REQUIRED)

THERMO-KOOL Cooler/Freezer

33' 0" x 17' 6" x 8' 6" High

Insulation: 4" DURATHANE, all-urethane foamed-in-place (Class 1)

Exposed Exterior: White Stucco Aluminum

Unexposed Exterior: Stucco Aluminum

Interior Walls: Stucco Aluminum

Interior Ceilings: White Stucco Aluminum

Interior Floors: 1/8" Aluminum Treadplate DURA-FLOOR

Cooler, Freezer with Floor - recessed by 4"

(2) 34" x 76" Flush Mounted Entrance Door(s), with hardware, Pilot light & switch assembly, vapor proof light & dial thermometer. NSF LISTED

(2) Door(s) with (2) Hinges per door

(2) Kason # 1806 LED light fixture at door(s)

(2) Thermo-Kool TK4700 walk-in monitor system with TK4 panic switch, motion detector, battery backups, dry contacts and thermostatically controlled heater wires

(2) 48"H 1/8" Aluminum Treadplate kickplates int & ext

(2) vinyl strip curtain

(2) Foot treadle(s)

(2) Backup frame heater wire(s)

(2) Compact Halogen Red Flashing Light

(2) Long leads for alarms

(2) Pressure relief vent(s)

(8) 48" LED light fixture(s)

Ceiling & floor Splice

Ceiling suspension

Enclosure panels

Trim

1/8" Treadplate wainscot on exp. exterior 48" high (shipped loose for field installation)

1-2 HP, Remote Pre Assembled Refrig. System Model MOZ020M63 208-230/60/3

Medium Temperature, base, weather hood, winter controls, Scroll, Air-cooled, R448A

(15 MCA, 20 MOPD, 13 Compressor amps) with TKM-1560 115/60/1 coil (2.7 amps)

with EC motor and Quick Response Controller.

Accessories: 1 ea Suction Accumulator.

1-7 1/2 HP, Remote Pre Assembled Refrigeration System Model BZT0750L6C 208-

230/60/3 Low Temperature, base, weather hood, winter controls, Scroll, Air-cooled,

R448A (75 MCA, 80 MOPD, 36.3 Compressor amps) with TKL-2401 208-230/60/1 coil

(3 fan amps, 23.5 heater amps) with EC motor and Quick Response Controller.

Accessories: 1 ea Suction Accumulator. 1 ea Quick Response Controller.

2 Compressor warranties

ITEM 8 - INSTALLATION DETAILS (1 REQUIRED)

Custom

A. REMOVAL OF EXISTING COMPRESSORS-REFRIGERATION AND REPLACEMENT NEW REFRIGERATION.

CORRECTLY SIZED ELECTRICAL JUNCTION BOXES AND BREAKERS ETC BY KNOX COUNTY SCHOOLS

B. REMOVAL EXISTING BOXES AND BUILD NEW BOXES

C. REMOVAL EXISTING SHELVING BY KNOX COUNTY SCHOOLS-BUILD NEW SHELVING

D. FREIGHT FROM FACTORY TO SITE FOR WALK INS

E. NO CONCRETE WORK IS INCLUDED IN THIS PRICING.

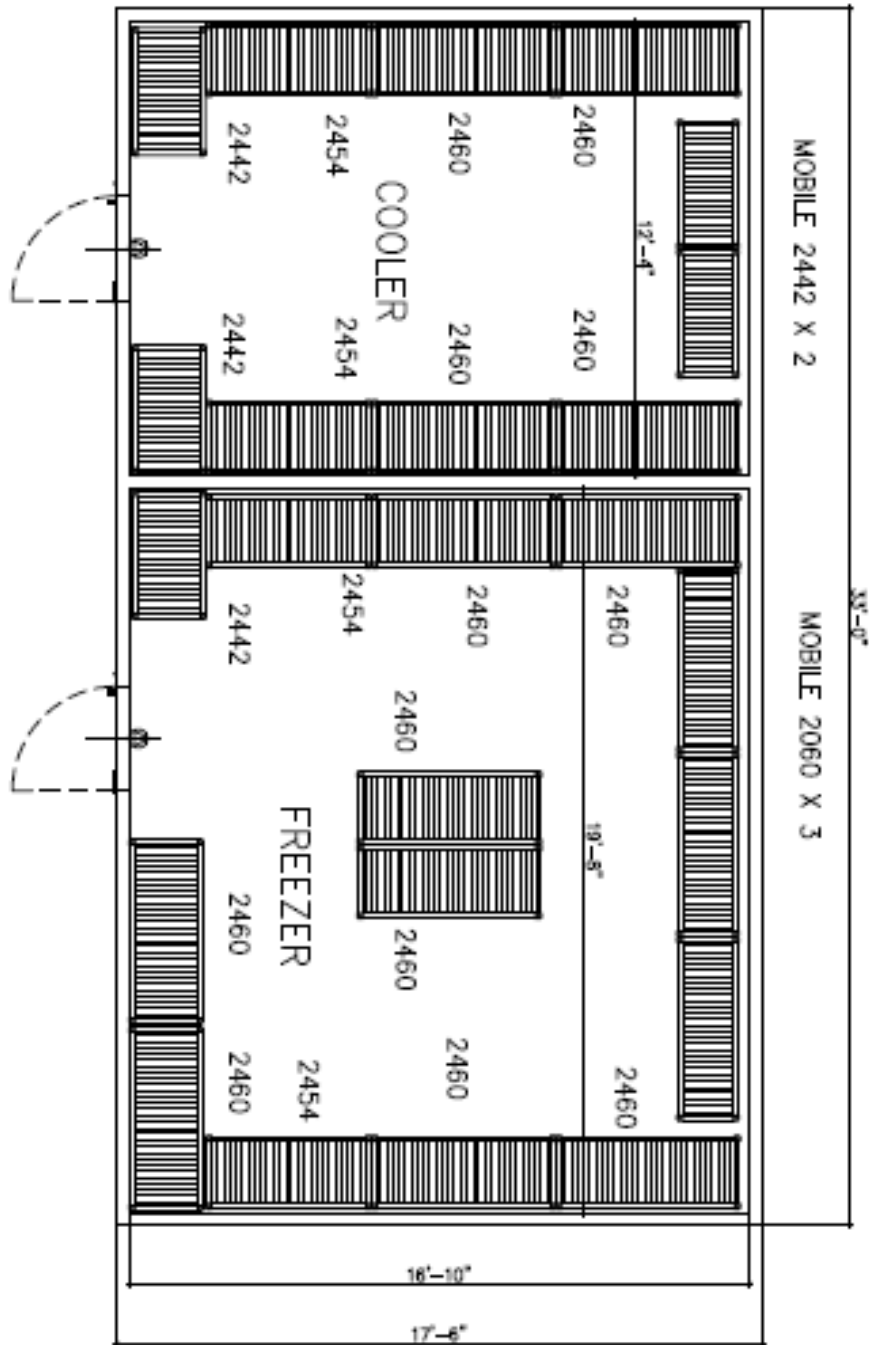
The Food Service Dealer/Contractor is responsible for disconnection and demolition and removal of the existing walk-ins.

They are responsible for disposal of these units. When demolition is complete KNOX County or an agent on their behalf will determine if any concrete work is required before the new cooler and freezer are installed.

The Food Service dealer is responsible for removing all walk-ins components including the coils after the disconnection from Premier Service.

ITEM 9 - SHELVING FOR COOLER/FREEZER (1 LOT REQUIRED)**FOOD SERVICE DEALER IS RESPONSIBLE FOR FIT AND FUNCTION OF SHELVING.**

- 12ea New Age Model 2442TB
"Adjust-A-Shelf" T-Bar Series Shelf, 42"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 12 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 68 ea Model 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
- 68 ea Model 0116 Adjustable Foot, 1-5/16" dia., upright
- 16 ea Model 2454TB "Adjust-A-Shelf" T-Bar Series Shelf, 54"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 16 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 76 ea Model 2460TB "Adjust-A-Shelf" T-Bar Series Shelf, 60"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 68 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 6 ea New Age Model 2442TB
"Adjust-A-Shelf" T-Bar Series Shelf, 42"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 6 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
- 20 ea Model 54P Post, 54"H, marked in 2" increments, aluminum finish, NSF, Made in USA
- 20 ea Model C440 Stem Caster, swivel with brake, 5" diameter, 1-3/8" wide face, polyolefin wheel tread, 300 lbs. capacity
- 9 ea Model 2060TB "Adjust-A-Shelf" T-Bar Series Shelf, 66"W x 20"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
- 9 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.



END SPECIFICATIONS

SECTION V VENDOR INFORMATION BID 2782 WALK-IN FREEZERS AND REFRIGERATORS

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ Fax number _____

E-mail address _____

5.5 Contact person _____

5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party 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 Tennessee Code Annotated § 12-12-106.

Authorizing Signature _____
(Sign in blue ink)

5.7 Vendor's Knox County Business License Number _____
(IF applicable) If license number completed, attach a copy of the license.

5.8 Will you accept Credit Card payments as per Section 1.18? _____ Yes _____ No

5.9 Cost to fully install freezer/refrigerator at Farragut Middle School: \$ _____

Make and Manufacturer: _____

5.10 Cost to fully install freezer/refrigerator at Christenberry Elementary School: \$ _____

Make and Manufacturer: _____

5.11 Cost to fully install freezer/refrigerator at A.L. Lotts Elementary School: \$ _____

Make and Manufacturer: _____

5.12 Have you included the warranty information? _____ Yes _____ No

5.13 Can you meet the required installation deadline of June 30, 2019? _____ Yes _____ No

5.14 Have you included signed, written, factory documentation that your business is an authorized dealers/resellers AND/OR the manufacturer of the product being bid? _____ Yes _____ No

5.15 Have you included and signed the Debarment Certificate? _____ Yes _____ No

5.16 Have you included the signed Certification of Independent Price Determination?
_____ Yes _____ No

5.17 Have you included the signed Certification Regarding Lobbying Form? _____ Yes _____ No

5.18 Have you included the signed Criminal History Records Check Affidavit? _____ Yes _____ No

5.19 Have you included the signed Drug Free Workplace Affidavit? _____ Yes _____ No

5.20 Have you included the signed Insurance Checklist? _____ Yes _____ No

5.21 Did you attach the Bid Envelope Cover Sheet? _____ Yes _____ No

5.22 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1_____ Addendum 2_____ Addendum 3_____ Addendum 4_____

5.23 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

**Certification Regarding Debarment, Suspension
And Voluntary Exclusion
Lower-Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this bid, 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) Whereby 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 bid.

Vendor Name

Bid Number

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

Signature

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, on behalf of _____
Name of Official Name of Vendor

hereby certify 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 any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____
Signature of Company Official

Official's Title

Date

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, or 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 certifies that:

1. 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.
2. 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 hereby so certify; and that 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

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which has jeopardized the independence of the offer referred to above.

Signature of Vendor's Agent Authorized Representative

Title

Date

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, § 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated § 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, president or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by

_____,
President or Principal Officer of

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2782**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 50px; text-align: center;">X</td><td style="width: 200px;">ANY AUTO-SYMBOL (1)</td><td style="width: 50px;"></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)											<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td><td style="width: 20%; text-align: center;">\$ 1,000,000</td></tr> <tr> <td>BODY INJURY (Per -Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$ 1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)													
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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;"></td><td style="width: 100px;">CLAIM MADE</td><td style="width: 50px; text-align: center;">X</td><td style="width: 100px;">OCCUR</td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;"></td><td style="width: 100px;">POLICY</td><td style="width: 50px; text-align: center;">X</td><td style="width: 100px;">PROJECT</td><td style="width: 50px;"></td><td style="width: 100px;">LOC</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>		CLAIM MADE	X	OCCUR						POLICY	X	PROJECT		LOC							<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td><td style="width: 20%; text-align: center;">LIMITS</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td style="text-align: center;">\$1,000,000</td></tr> <tr> <td>MED EXP (Per person)</td><td style="text-align: center;">\$5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td style="text-align: center;">\$1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td style="text-align: center;">\$2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</td><td style="text-align: center;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	LIMITS	FIRE LEGAL LIABILITY	\$1,000,000	MED EXP (Per person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$2,000,000
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YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																
		PROFESSIONAL LIABILITY																																	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																
NO	13.	MOTOR CARGO INSURANCE																																	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																																
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																
NO	17.	DISHONESTY BOND	\$																																
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.
22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

BID ENVELOPE COVER

Name of Project:

Invitation for Bid #2782
Walk-in Freezers and Refrigerators

Sealed bids will be received by:

The Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: 2:00 p.m. Local Time
TIME

March 5, 2019
DATE

COMPLETE ALL BLANKS!

BIDDER _____

ADDRESS _____

TENNESSEE CONTRACTORS LICENSE NUMBER _____

LICENSE CLASSIFICATION (applicable to this project) _____

DOLLAR LIMIT

LICENSE EXPIRATION DATE _____

SUBCONTRACTORS TO BE USED ON THIS PROJECT

(If no subcontract work is required, write, "None Required" in each blank.)

PLUMBING _____ LICENSE NO. _____

Classification _____ Expiration Date _____

HVAC _____ LICENSE NO. _____

Classification _____ Expiration Date _____

ELECTRICAL _____ LICENSE NO. _____

Classification _____ Expiration Date _____

GAS UTILITY _____ LICENSE NO. _____

Classification _____ Expiration Date _____

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM !