

Collinwood Middle School
108 3rd Ave N
Collinwood, TN 38450

Bid Specifications for Dish Machine

Item: DISH MACHINE
Manufacturer: HOBART, or pre-approved alternate
Model #: CLPS66eN-BAS

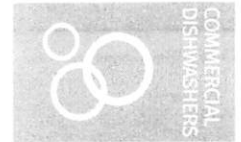
1. Conveyor dish machine shall be 66" with a pre-wash and wash tank, and shall be capable of washing 202 racks per hour.
2. Insulated, hinged doors.
3. Electric tank heat, 208v 3ph. **VERIFY BEFORE ORDERING.**
4. Right to left operation.
5. With internal 30k booster heater.
6. 23" Side Loader
7. Standard chamber height shall be able to accommodate 18"x26" sheet pans.
8. Two (2) short vent hoods.
9. ½" brass pressure regulator.
10. Table limit switch.
11. Energy Star rated machine.
12. Warranty: 18 month parts and labor warranty when installed by factory authorized service agent.

Installation Requirement for successful bidder:

- Removal and dispose of existing dish machine, side loader, and booster heater.
- Receive, deliver, uncrate, set in place, level, remove laser film from all stainless steel, and remove all crating from the premises of new dish machine and side loader.
- Make final electrical, plumbing, and ventilation connections, and start up new dish machine.
- Install side loader.
- Install table limit switch.
- Make modifications to pant leg duct for dish machine ventilation as needed. Installer is responsible for all stainless steel ventilation fabrication below the ceiling and down to the vent hoods on dish machine.
- Make modifications to tabling lip on soiled dish table and clean dish table for dish machine entry and exit point.
- Re-use existing dish tables.



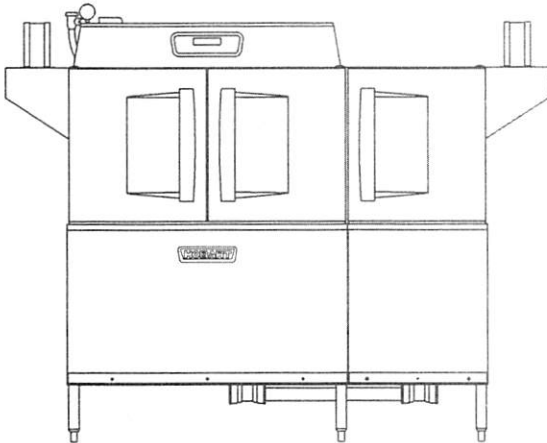
Project _____
 AIA # _____ SIS # _____
 Item # _____ Quantity _____ C.S.I. Section 114000



CLen SERIES – CLPS66eN-BAS ELECTRIC

CLPS66eN-BAS ELECTRIC

High Temperature Rack Conveyor Dishwashing Machine



STANDARD FEATURES

- + 202 racks per hour
- + 22" power scrapper
- + Opti-Rinse™ system
- + Rapid return conveyor drive mechanism
- + Large double door opening for ease of cleaning
- + Doors are insulated & hinged with door interlock switches
- + 19.5" chamber height opening (accepts sheet pans)
- + Top mounted micro-processor control module
- + Energy saver mode (programmable auto-shut down)
- + Dirty water indicator
- + Manager activated low temperature alert
- + NSF rated configurable pot and pan dwell mode
- + Configurable "intelligent" de-lime notification
- + Service diagnostics
- + Self-aligning wash manifolds
- + Stainless steel anti-clogging wash arms
- + Removable pump intake screen
- + Stainless steel self-draining pump and impeller
- + Single, sloping scrap screen and deep scrap basket
- + Stainless panels enclose perimeter and bottom
- + Door actuated drain closure
- + Convertible hot water or low temp final rinse
- + Vent fan control
- + Booster heater control
- + Power scrapper vent cowl curtain kit
- + ENERGY STAR® Certified



SPECIFIER STATEMENT

Specified dishwasher will be Hobart CLPS66eN Base electric tank heat model with Opti-Rinse™. Includes 22" power scrapper, insulated ergonomic cabinet style doors, dirty water indicator, configurable "intelligent" de-lime notification, top mounted computer controls, and NSF approved pot and pan cycle mode. The wash tank utilizes durable precision pressure sensor monitors in lieu of conventional mechanical floats. The 19.5" standard chamber height will accommodate up to (6) standard sheet pans at a time on an open-end sheet pan rack.

OPTIONS & ACCESSORIES (Available at extra cost)

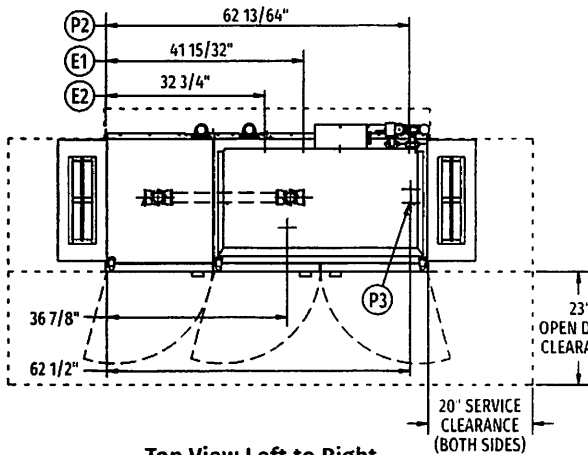
- Standard, short, and extended stainless steel vent hoods
- Internal stainless steel pressure-less 30 kW booster heater field convertible to 15 kW (booster includes PRV)
- Direct drive unloader – adds 38" length. Reference spec F39520 for more details
- Side loader – SL23 adds 23" length, SL30 adds 30" length. Reference specs F40926 and F40927 for more details
- Blower-dryer – adds 33 1/2" to length. Reference spec F40252 for more details (ships separate from dishmachine, contact Hobart Service for installation)
- Drain water tempering kit (field installed)
- Flanged feet kit (requires two kits)
- Higher than standard chamber (24" opening)
- Table limit switch
- Correctional package (contact Hobart for details)
- Pressure regulator valve (PRV), for use with external booster
- Water shock absorber kit
- Factory-mounted circuit breakers (contact Hobart for details)
- Common electrical connection (see page 4)

Approved by _____ Date _____ Approved by _____ Date _____

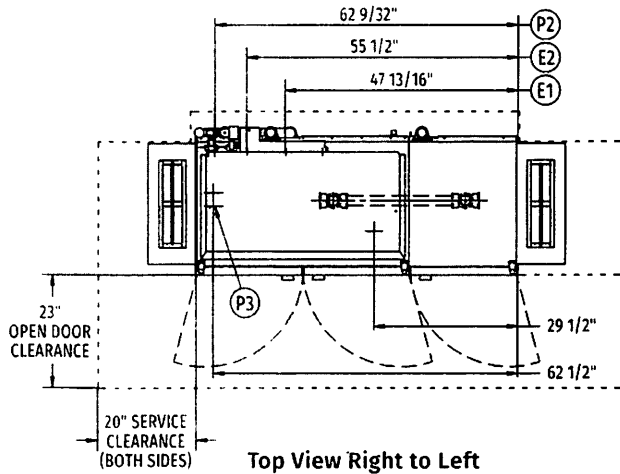


CLPS66eN-BAS ELECTRIC

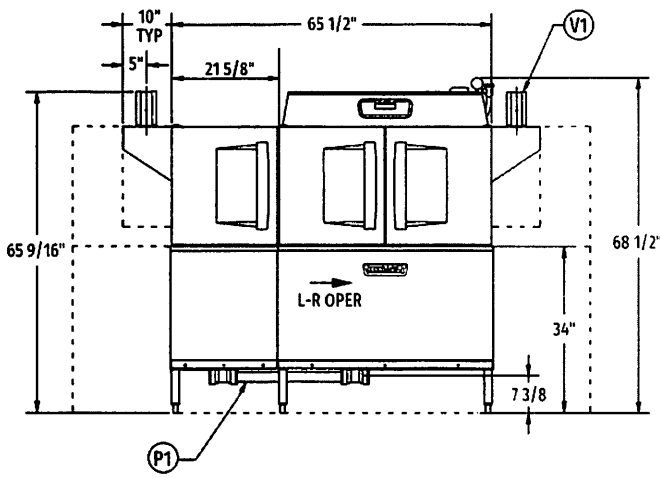
High Temperature Rack Conveyor Dishwashing Machine



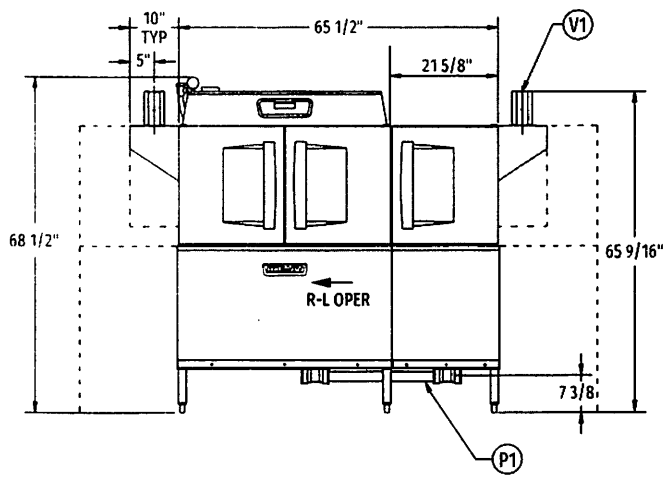
Top View Left to Right



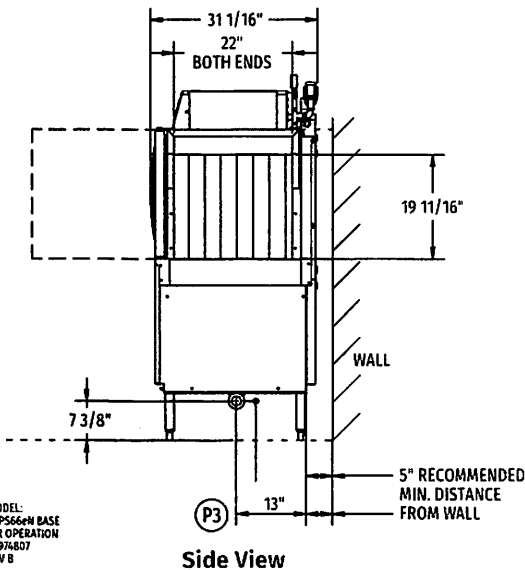
Top View Right to Left



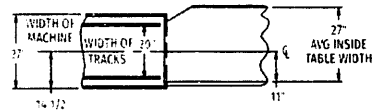
Front View Left to Right



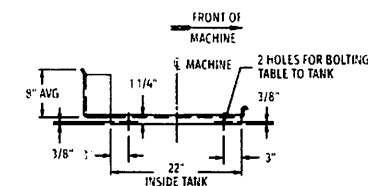
Front View Right to Left



Side View



Suggested Track and Table Layout



View Showing Hole Locations in Turned Down Portion of Table

MODEL: CLPS66eN BASE
L-R OPERATION
D-974807
REV B

MODEL: CLPS66eN BASE
R-L OPERATION
D-974806
REV B



CLPS66eN-BAS ELECTRIC

High Temperature Rack Conveyor Dishwashing Machine

LEGEND

Electrical Connections	
E1	Motors, controls, and electric tank heat 1-1/4" or 2" conduit, 63-3/4" AFF.
E2	Internal electric booster 1-1/4" or 2" conduit, 63-3/4" AFF.
NOTE: Common electrical connection (single point) available, see page 4 for details.	
Plumbing Connections	
P1	Drain. May be drained to either side of valve, plug opposite side 2" FPT. Recommend a floor drain minimum of 12" from machine for access and maintenance. 7-3/8" AFF.
P2	Hot water. 1/2" FPT connection. 1/2", 11-3/16" AFF. See plumbing notes for required temperatures.
P3	Optional cold water connection for drain water tempering 1/2" FPT, cold water temperature 80°F, maximum 7-3/8" AFF.
Vent Connections	
V1	Optional vent hoods, 4" x 16" vent stack with damper.

SPECIFICATIONS

Capacities

Racks per Hour (NSF rated)	202
Wash Tank (U.S. gallons)	23
Power Scraper (U.S. gallons)	23
Conveyor Speed (feet per minute)	5.6

Motor Horsepower

Drive	1/6
Wash	.2
Power Scraper	.2

Water Consumption

U.S. Gallons per Hour (maximum use at 20 PSI)	126
U.S. Gallons per Rack	0.62
Peak Drain Flow (U.S. gallons per minute)	38

Heating

Tank Heat, Electric (kW)	15
Optional Electric Booster (built-in) (kW for 40°F rise)	15
Optional Electric Booster (built-in) (kW for 70°F rise)	30

Venting

Load End (minimum CFM)	200
Unload End (minimum CFM)	400

Shipping Weight (approximate) .855 lbs.

Crated Dimensions .76"L x 38"W x 78"H

E1	Electrical Connection (3 PH only) Motors, Controls and Electric Tank Heat		
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	60.6	80	80
240/60/3	58.0	80	80
480/60/3	30.6	40	40
NOTE: Electric tank heat can be split from motors & controls, see page 4 for details.			

WARNING: Plumbing and electrical connections should be made by qualified personnel who will observe all the applicable plumbing, sanitary, safety codes and National Electrical Code.

Plumbing Notes: Minimum incoming water temperatures: 110°F for 30kW internal booster, 140°F for 15kW field converted internal booster, 180°F without internal booster. Building flowing water pressure to dish machine is 20 PSI, (+/- 5 PSI). For non-booster machines, a PRV with internal expansion bypass is required.

E2	Booster Heat 30 kW (Standard) Minimum 110°F Incoming Water		
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	83.9	90	90
240/60/3	80.2	90	90
480/60/3	40.1	50	50

E2	Booster Heat 15 kW (Field Convertible) Minimum 140°F Incoming Water		
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	45.0	60	60
240/60/3	40.1	50	50
480/60/3	20.0	25	25

CLPS66eN-BAS Electric Heat Dissipation		
Booster	BTU/HR.	
	Latent	Sensible
Without Booster	15,800	6,800
15kW Booster	29,300	12,600
30kW Booster	42,900	18,400



CLPS66eN-BAS ELECTRIC

High Temperature Rack Conveyor
Dishwashing Machine

COMMON ELECTRICAL CONNECTION (SINGLE POINT) – CONTACT FACTORY FOR ADDITIONAL INFORMATION

Common Electrical Connection (Includes Motors & Controls, Electric Tank Heat, & Electric Booster Heater)						
Voltage	MACHINE AND 15kW BOOSTER			MACHINE AND 30kW BOOSTER		
	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	106	125	125	145	175	175
240/60/3	98	110	110	138	150	150
480/60/3	51	60	60	71	90	90

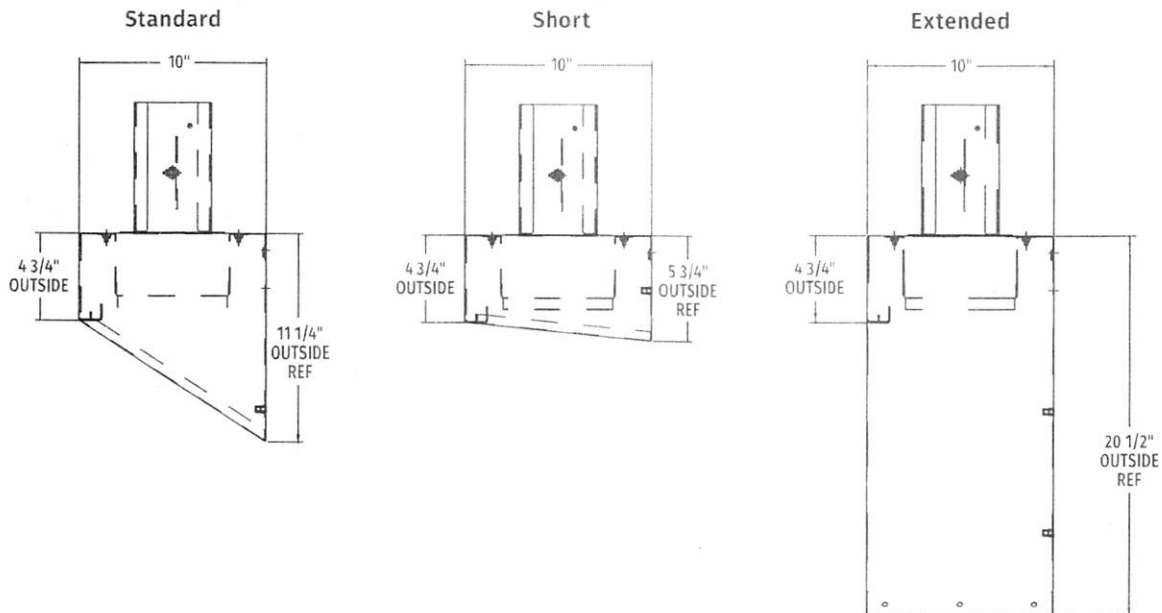
FIELD CONVERTIBLE SERVICE CONNECTIONS

Service connections for motors, controls, and electric tank heat can be split as necessary for installation.

Separate Service Connection for Electric Heat			
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	45.0	60	60
240/60/3	43.0	60	60
480/60/3	22.0	30	30

Separate Service Connection for Motors & Controls			
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	15.6	20	20
240/60/3	15.1	20	20
480/60/3	9.1	20	20

VENT HOOD OPTIONS (Adjustable, vent stack can be adjusted 1" to either side)



As continued product improvement is a policy of Hobart, specifications are subject to change without notice.

Nondiscrimination Equal Opportunity 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, disability, age, 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: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA 23 | Page Version 5.0 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

Requirements:

Buy American Requirement: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Terms and Conditions: The Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of the Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights: Wayne County School Nutrition expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Vendor in the event the Vendor to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as Wayne County School Nutrition deems appropriate in the best interests of Wayne County School Nutrition.
6. The Wayne County School Nutrition Program shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of TN SNP and the USDA regarding Child Nutrition Programs.

Termination Clause: The contract may be terminated for cause and for convenience by the Wayne County SNP. Appendix II 2 CFR Part 200.

Vendor has the right to withdraw its proposal if Wayne County School Nutrition changes the type of award as described herein.

Payment Method: Payment for products and supplies will be made directly to the Vendor or its' designee. The vendor/designee shall accept Purchase Orders/Checks, and/or Electronic Funds Transfers. Wayne County School Nutrition will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

Invoicing: The vendor must provide a delivery invoice upon delivery

Record Retention: The Vendor agrees to retain all books, record, and other documents relative to this agreement for three (3) years plus the current year after final payment. The Wayne County School Nutrition Program, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

Access to Records: Access shall be granted by the Vendor to the Wayne County School Nutrition Program, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

Drug Free Zone: All school districts in Tennessee are Drug Free School Zones. The Vendor's delivery staff are required to observe drug, alcohol and tobacco usage while making deliveries on school property.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: The Vendor certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. The Vendor should consult Executive Orders 12549 and 12689. For additional information, the Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: The Vendor must certify (See attachment: "LOBBYING CERTIFICATION" and attachment "DISCLOSURE OF LOBBYING ACTIVITIES") no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

State and Federally Required Contractual Provisions: the Vendor and the Vendor's Contracted Distributor must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, the Vendor and the Vendor's Contracted Distributor are responsible to abide by all applicable federal and state laws and policies, as applicable, when providing services under the awarded contract, including but not limited to:

1. Equal Employment Opportunity – the Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. Labor and Civil Rights Laws – the Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the Vendor's performance of work under the awarded contract, the Vendor agree not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. The Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. Duty to Protect – the Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA's location, building, or SFA's property when students are attending school or a school related activity. The vendor

shall make periodic criminal history records inquiries as authorized by State of Tennessee enactment of the Sex Offender Registration and Community Notification Law.

4. Smoking – the Vendor shall comply with all prohibitions on smoking in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.

5. Unauthorized Workers – The employment of unauthorized workers by the Vendor is considered a violation of federal and state law. If the Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.

6. Clean Air Act and Energy Policy and Conservation Act – the Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. The Vendor shall report all violations to Wayne County School Nutrition and to the relevant federal or state agency as appropriate.

7. Minority-Owned Business Enterprise - Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women’s business enterprises are used whenever possible. Affirmative steps shall include the following:

Include qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists;

Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources;

When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women’s business participation;

Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women’s businesses;

Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women’s business enterprises.

8. HUB Statement: the Vendor must be committed to providing access, equal opportunity and reasonable accommodation in its services, programs, activities, education and employment for individuals with disabilities. Insurance: the Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer’s Liability Insurance, and Automobile Liability Insurance.

The Vendor shall have a policy endorsement covering personal property of others. The Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the Bid. The Vendor shall meet the statutory requirements of the State of Tennessee for worker's compensation coverage and employer's liability insurance.

1. Evidence of Vendor Insurance Coverage - The Vendor shall provide the Wayne County School Nutrition Program at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to Wayne County School Nutrition, as listed below:

a. Certificate of Liability Insurances (Attached) properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.

2. Insurance Requirements - During the performance and up to the date of final acceptance of the work the Vendor must effect and maintain insurance hereafter listed below:

a. The Vendor shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Tennessee.

b. The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and property damage. Coverage shall include the following extensions:

1. Contractual Liability
2. Products and Completed Operations
3. Per contract aggregate
4. Penal/Fidelity Bond

c. Provide evidence of a Professional Liability Insurance for all staff providing services.

d. The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificate and/or policies to Wayne County School Nutrition at least ten (10) days prior to the expiration date.

5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless Wayne County School Nutrition, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs of attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. Wayne County School Nutrition will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the Vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
- d. The Vendor shall reimburse Wayne County School Nutrition any expenses incurred as a result of the Vendor failure to fulfill any obligation in a professional and timely manner under the agreement.

Assurance Statement:

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or

funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Taxes

The Wayne County School Nutrition Program is exempt from all federal, state and local taxes. The Wayne County School Nutrition Program shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Wayne County School Nutrition.

Integration

All Bid Documents and addenda, Vendor's response to the Bid, subsequent Requests for Payments, and contract with the successful Vendor contains the entire understanding between the parties.

SIGNATURE PAGE

This form must be returned, properly executed.

Please use this page as a cover sheet for your bid proposal.

In compliance with the Request for Bid made by Wayne County School Nutrition, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the Bid. The undersigned also asserts that:

This proposal is made without any previous understanding, agreement, or connection with any other person, Vendor, or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.

No member of Wayne County School Nutrition interested in this proposal or in the services to which it relates, or in any portion of the profits thereof has colluded with the undersigned in drawing up this proposal.

All prices herein are net and exclusive of all federal, state, and municipal sales and excise taxes.

Said bidder clearly understands that Wayne County School Nutrition will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the Bid.

Vendor: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Fax Number: _____

Date: Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

VENDOR STATEMENT OF QUALIFICATIONS

Vendor Name: _____ Phone Number: _____

Vendor Address: _____ Fax Number: _____

_____ Contact Name: _____

_____ Contact Title: _____

Vendor website: _____ Email: _____

Number of years in business: _____

Vendor's financial rating: Duns or Bank reference (i.e., name and address of bank where Vendor's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature: _____ Title: _____ Date: _____

ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: _____ Signature: _____

Name of Vendor: _____ City: _____ State: _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ Day of _____, 20_____.

Notary Public _____ Seal

My commission expires: _____

Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Tennessee laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the TDOE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., VOLCO Lead District, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Date

Signature

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSUREERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
					FIRE DAMAGE (Any one	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGRREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
						\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUT-ORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS

AUTHORIZED REPRESENTATIVE



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

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

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.

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

Name/Address of Organization

Award Number or Project Name

Name/Title of Submitting Official

Signature

Date