



Dayton Independent Schools
200 Greendevil Lane
Dayton, KY 41074

<http://www.dayton.kyschools.us/>

*** * * Invitation for Bid * * ***

BID REFERENCE:	001
BID PUBLIC NOTICE DATE:	September 9, 2016
BID OPENING DATE & TIME:	September 23, 2016, 3:00 PM Eastern
BID ITEMS:	Foodservice Equipment – Combination Ovens

STANDARD TERMS AND CONDITIONS

1. **PURPOSE:** The Dayton Independent School Board, hereinafter DAYTON INDEPENDENT, solicits sealed bids for the purchase and installation of double stack combination ovens at Dayton Elementary School and Dayton High School.
2. **INSTRUCTIONS FOR SUBMITTAL:** These standard terms and conditions along with the bid specific terms and conditions apply to all bids submitted. Explain any requested deviations or exceptions as part of your bid. DAYTON INDEPENDENT may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, the specific terms will govern. By submission the bidder acknowledges understanding of, and agreement to these terms and conditions.

Bid submissions must be received at the Dayton Independent Central Office at 200 Greendevil Lane Dayton, KY 41074, not later than the above specified opening time and date. Clearly label all bid submissions with the bid reference number on the outside of the package. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Submissions on company forms are subject to rejection. DAYTON INDEPENDENT cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bid submissions on time.

3. **CLARIFICATION:** For clarification or additional information relative to this Invitation for Bid contact the DAYTON INDEPENDENT Nutrition Director at lauren.marlow@dayton.kyschools.us or by phone (859) 292-7486 ext. 5006.
4. **PROCUREMENT CONSIDERATIONS:** DAYTON INDEPENDENT conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of DAYTON INDEPENDENT to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135)

DAYTON INDEPENDENT shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the

maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by DAYTON INDEPENDENT shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All DAYTON INDEPENDENT bids and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met.

A contract will be entered into by DAYTON INDEPENDENT with only responsible bidders who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

DAYTON INDEPENDENT shall follow the principles of cost analysis in the review and evaluation of bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

5. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the bid, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation).

The costs quoted in the bid are correct and have been arrived at independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in this request for bids, designed to limit independent bidding or competition.

The contents of the bid have not been communicated by the bidder, or its employees, or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The DAYTON INDEPENDENT procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the bid and the actions taken by the bidder in preparing and submitting the bid are in compliance with above sections of the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of DAYTON

INDEPENDENT, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to DAYTON INDEPENDENT shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

6. CERTIFICATION REGARDING LOBBYING: The bidder 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 an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, 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 bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, 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 or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

7. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION: The contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By electronically signing and submitting its bid or bid, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by DAYTON INDEPENDENT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to DAYTON INDEPENDENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. ERROR IN BID: The DAYTON INDEPENDENT Board or its designee reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest. DAYTON

INDEPENDENT may allow the withdrawal of a bid where there is a patent error on the face of the document, or where the proposer presents sufficient evidence, substantiated by worksheets, that the bid was based upon an error in the formulation of the price.

9. WITHDRAWAL OF BID: All bids shall be valid for a period of forty-five (45) days from the opening date to allow for tabulation, study, negotiation, and consideration by the DAYTON INDEPENDENT Board or its designee. The proposer may withdraw a bid, without prejudice, prior to the published opening date.
10. ADDENDA: DAYTON INDEPENDENT may issue addenda to the IFB after its release.
11. REVIEW: After the public opening of bids received from the Bid Invitation, DAYTON INDEPENDENT staff and officials will review the results, and develop a tabulation based on the best evaluated bid price.
12. PROTEST PROCEDURES: The DAYTON INDEPENDENT Board of Directors or its designee, shall have authority to determine protests and other controversies of actual or prospective firms in connection with the solicitations or selection for award of a contract.

Any actual or prospective firm, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Superintendent of DAYTON INDEPENDENT. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

**Superintendent's Office
DAYTON INDEPENDENT
200 Greendevil Lane
Dayton, KY 41074**

DAYTON INDEPENDENT shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of DAYTON INDEPENDENT shall be final and conclusive.

13. PRE-QUALIFICATION: DAYTON INDEPENDENT reserves the right to pre-qualify any firm. Criteria for qualification shall include:
 - a. Physical Facilities – The offering firm must have the facilities and network infrastructure required to host the website and applications required in this bid safely and securely.
 - b. Financial Capacity - The offering firm shall have financing adequate to ensure solvency throughout the life of the contract. References may be requested to document adequate financial capacity.
 - c. Service Level - If DAYTON INDEPENDENT does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for bid, then three letters of reference from previous customers with projects of similar scope shall be provided.
 - d. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

14. **NON-ASSIGNABILITY OF AWARD:** The awarded firm cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Directors of DAYTON INDEPENDENT or its designee.
15. **LIABILITY:** The awarded firm agrees to protect, defend, and save harmless DAYTON INDEPENDENT from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded bidder further agrees to indemnify and save harmless DAYTON INDEPENDENT from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents. The awarded firm will hold DAYTON INDEPENDENT harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded firm.
16. **ACCOUNTING PRACTICES -** During the life of any contract awarded as a result of this invitation for bid, the successful firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.
17. **QUANTITIES:** It shall be understood that the bid contract will not obligate DAYTON INDEPENDENT to purchase from any resulting contract.
18. **WARRANTY:** The awarded contractor shall make available and honor all manufacturer's warranties, standard and extended, to DAYTON INDEPENDENT.
19. **RECALLS:** The awarded contractor shall notify DAYTON INDEPENDENT immediately of any product recalls. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded bidder.
20. **PRODUCT AND SAFETY INFORMATION:** The awarded contractor shall provide upon request, the most recent MSDS information sheets for any products the bidder may deliver. It is the awarded contractor's responsibility to comply with all local, state, and federal regulations.
21. **PRODUCT PROTECTION GUARANTEE:** DAYTON INDEPENDENT has automatic product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
22. **CONTRACT SUSPENSION:** DAYTON INDEPENDENT may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded firm agrees that they have no legal recourse of any nature against DAYTON INDEPENDENT except for services that are due for prior purchases under the awarded contract. The decision of DAYTON INDEPENDENT regarding suspension and/or termination is final.

23. **TERMINATION FOR CONVENIENCE:** DAYTON INDEPENDENT reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the contractor of the "notice of termination", the contractor shall discontinue all services with respect to the applicable contract. DAYTON INDEPENDENT, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
24. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** DAYTON INDEPENDENT may terminate the resulting contract for non-performance, as determined by DAYTON INDEPENDENT, for such causes as:
- a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of DAYTON INDEPENDENT is not in its best interest, or failure to comply with the terms of this contract;
 - b. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
 - c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
 - d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.
25. **DEMAND FOR ASSURANCES:** In the event DAYTON INDEPENDENT has reason to believe Contractor will be unable to perform under the contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.
26. **NOTIFICATION:** DAYTON INDEPENDENT will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to DAYTON INDEPENDENT's satisfaction within ten (10) calendar days, DAYTON INDEPENDENT may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.
27. **ATTORNEY'S FEES:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event DAYTON INDEPENDENT prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
28. **COMPENSABLE DAMAGES FOR BREACH:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with DAYTON INDEPENDENT.
- a. Replacement costs

- b. Cost of repeating the competitive bidding procedure expenses
- c. Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by DAYTON INDEPENDENT for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

29. OTHER CONDITIONS:

- a. The awarded firm shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
- b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against DAYTON INDEPENDENT shall be filed in the Campbell County Circuit Court of the Commonwealth of Kentucky.
- d. The awarded firm assures DAYTON INDEPENDENT they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- e. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- f. The awarded firm shall provide access to DAYTON INDEPENDENT, the Comptroller General of the United States, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
- g. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- h. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).
- i. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- j. The awarded firm is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- k. The awarded firm is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

- l. The awarded firm is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- m. The awarded firm is and shall remain in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15).
- n. The awarded firm is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- o. By submitting this document, the proposing firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The firm acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- p. The awarded firm is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of DAYTON INDEPENDENT, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to DAYTON INDEPENDENT shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- q. DAYTON INDEPENDENT reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this bid, may or may not be awarded.

FOODSERVICE EQUIPMENT SPECIFIC TERMS AND CONDITIONS

These specific terms and conditions along with the standard terms and conditions apply to all bids submitted. Explain any requested deviations or exceptions as a part of the bid. DAYTON INDEPENDENT may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.

1. AWARD: After the review of the bids, the DAYTON INDEPENDENT Board or its designee may award one or more contracts based on the needs of the district.

DAYTON INDEPENDENT will evaluate and score preliminary bids according to the following:

Criteria	Points
Item Cost Calculation	100

Installation Cost Calculation	50
Company History and Experience	35
References	15
Total	200

2. **PRICING:** All bid prices must include transportation and delivery charges to the location specified during ordering (F.O.B. destination). Fuel surcharges and other similar charges are not permitted.

Additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract.

3. **SCOPE OF WORK:** Food Service Equipment Company (FSEC) shall furnish all labor, materials and service necessary for the installation of foodservice equipment in strict accordance with the contract documents and local codes that is reasonably inferred. Unless otherwise noted all scope within this section is the responsibility of the FSEC.

4. **DEFINITIONS:**

- a. **INSTALL** - means to set in place, complete, secure, anchor and connect and in operable condition.
- b. **FURNISH** - means to supply and deliver to the project ready for installation and in operable condition.
- c. **PROVIDE** - means to supply all necessary material, labor and equipment to furnish and install for final connection by appropriate trades.
- d. **EQUAL** - means must be comparable in critical dimensions, capacity, features, utilities and operation; if equal is submitted, pay all costs required to modify work of trade affected to accommodate proposed equal.
- e. **EXPOSED** - means all visible surfaces including surfaces behind cabinet doors when the doors are open.

5. **ABBREVIATIONS:**

- | | |
|--|----------|
| a. Above finished floor | AFF |
| b. American Gas Association | AGA |
| c. Cubic feet per minute | CFM |
| d. Food Service Equipment Company | FSEC |
| e. National Electrical Manufacturers Association | NECA |
| f. National Sanitation Foundation | NSF |
| g. Occupational Safety and Health Administration | OSHA |
| h. Plumbing Contractor | PC |
| i. School District | District |
| j. Stainless Steel | S/S |
| k. Temperature Differential | T.D. |
| l. Underwriters Laboratories | UL |

6. **WARRANTY:**

- a. Provide all labor, materials, refrigerant and incidental expenses to maintain proper operation of all related equipment. Systems to be kept in full working condition for a period of one (1) year from the date of acceptance by the District. Any parts requiring replacement during warranty period shall be replaced with new parts and installed at no cost to the District.
- b. Equipment shall be serviced within a reasonable period of time by a competent and factory-trained local service agency. Service shall be performed within 24 hours of request of service. Repairs not completed within 24 hours will allow the District to contract with an outside agency and charge the costs to the FSEC.

- c. A pro rata basis extension shall be included for condensing units for four (4) additional years, exclusive of labor.

7. MAINTENANCE AND OPERATION DOCUMENTATION:

- a. Prior to demonstration and final inspection submit three (3) copies of the Operations and Maintenance manuals to the School District for approval. Manuals shall be in hard cover three-ring binders and shall include replacement part lists and a typewritten sheet listing name, address and phone numbers of all service agencies to be involved, with reference to the names and item numbers of the pieces of equipment each services. Provide a typewritten index sheet showing, in numerical order, the item numbers and corresponding model and serial number of each piece of equipment. Provide a cover sheet listing the name, address and phone for the contact for all sales personnel that supported the sale including local factory representatives.
- b. Manuals must be submitted before the District issues final acceptance of the installation and starts the warranty.
- c. Provide the information listed above in both PDF and printed form.

8. PLUMBING

- a. Flexible Gas And Water Lines: Flexible gas and water supply hoses shall be furnished by the FSEC for all cooking and other fixtures as specified with casters or noted on the Mechanical / Electrical / Plumbing Schedule in the mobile configuration as required by local codes. Provide rear gas connection for all equipment with front manifolds, including manifold covers and caps. Unless otherwise specified, flexible lines shall be furnished as follows to match Drawings and include quick disconnect features. Furnish devices to District's PC for final installation:
 - i. One Dormont Model 1675KITCF2S48PS flexible gas hose kit. Include Posi Set wheel locators for all equipment with casters.
 - ii. One Dormont Series HW, Dormont Model HW37BP2Q72 flexible water hose kit.

Verify hose length based on equipment location and connection location, confirm length with Consultant or District. Provide one hose per connection.

- b. Water Filters: Furnish Everpure or Cuno complete filter assemblies for the Combination ovens.

Filter assemblies shall be sized based on factory recommendations including required service flow, peak water demand and water quality.

9. DELIVERY:

- a. The equipment shall be delivered and installed on schedule. Coordinate all work with the district, consultant, general contractor and other divisions as appropriate and required.
- b. Extra charges resulting from special handling or shipment shall be paid by the FSEC if sufficient time was allowed in placing factory orders to ensure normal shipment.

10. INSTALLATION:

- a. A competent superintendent or project manager, representing the FSEC, shall be present during progress of FSEC work. The work shall be accomplished so as not to delay the project construction schedule, interfere or conflict with the work being performed by other contractors. Work shall be coordinated and integrated to prevent conflict of work necessitating changes to work already completed. Should conflicts occur, notify the district for their coordination in its resolution.
- b. Verify all required field dimensions before fabrication.
- c. Include all alterations to walls, floors and ceilings necessary for work, except otherwise shown or specified, accomplished in a manner satisfactory to the District and the Foodservice Consultant. Holes through structural beams shall be prohibited unless written approval has been granted by the District.

- d. Cut holes in equipment for pipes, drains, electrical outlets, etc. as required for this installation. Work shall conform to the highest standards of workmanship and shall include welded sleeves, collars, ferrules or escutcheons.
- e. Repair all damage to the premises as a result of this installation.
- f. Remove daily all debris from the site related to this installation.
- g. Trim shall not be an acceptable substitute for accuracy and neatness. When trim is required and accepted by the consultant or district in lieu of rejection of items of equipment, it shall be the FSEC's responsibility to provide same at no additional cost.
- h. Space between all equipment to wall, ceiling, floors, masonry pads, and adjoining units not portable and with enclosed bodies shall be completely sealed against entrance of food particles or vermin by means of trim strips, welded, soldering or mastic. Mastic shall be clear General Electrical Silicone Construction Sealant Services, SE 1200.
- i. Trademarks and names of fabricator shall not be fastened to any items without written approval of District.
- j. All items shall be installed plumb, level and in proper elevation, plane location and in alignment with other work.

11. START-UP AND DEMONSTRATION:

- a. All equipment under this section shall be cleaned and ready for operation at time building is turned over to the District.
- b. Provide a competent factory trained representative of the FSEC to be present when installation is put into operation. The FSEC shall lubricate and put into proper operation all equipment and instruct the District's employees in the proper use and maintenance of all items in this contract and set up a maintenance schedule to be followed thereafter. Three (3) copies of the schedule shall be provided before final acceptance of the installation.
- c. When cleaning, testing and adjusting have been completed and operation and maintenance manuals approved, arrange for demonstration times at District's convenience but during normal working hours. Demonstration shall be done by competent, trained personnel, thoroughly familiar with the operation, techniques of usage, capacities and maintenance of the equipment.
- d. The FSEC contract representative for this Project shall be present at all equipment demonstrations.
- e. Furnish all warranty cards and advise District to complete and file the registrations. Demonstration and instruction may take up to two full days.
- f. During start-up provide all required instructions for the operation and maintenance of the equipment, after one year warranty period.
- g. To prepare the installation ready for final review of the installed equipment, assure the following:
 - i. All new foodservice equipment is in the plan location, fully assembly, leveled, cleaned and has been operational for over one week.
 - ii. All existing equipment is in the plan location and fully operational.
 - iii. All equipment must have all mechanical, electrical and plumbing connections completed, operational and fully calibrated.
 - iv. Fire protection systems must be tested and approved by the local Fire Authority.
 - v. All requisite approvals from local officials, including the Health Department has been received prior to request for punch list.

12. CLEANING: Remove masking and protective covering from all finished surfaces; wash, clean and polish equipment, provide finish to glass, solid surface, plastic, laminate and other wearing surfaces, accessories, fixtures, etc. prior to the inspection and final acceptance of the completed installation.

13. BID INSTRUCTIONS: As part of your bid address the following:

- a. Provide a brief synopsis of your organization including:
 - o Name

- Year founded
- Servicing office location
- b. Specify pricing for each piece of kitchen equipment outlined below;
- c. Specify installation and setup costs for each piece of kitchen equipment outlined;
- d. List existing client references from Kentucky including length of service, contact name, email, and phone number. If you have not worked in Kentucky provide references from the states closest to Kentucky in which you have worked.
- e. Sign and return IFB certification page that follows. Please be sure to include the name and contact details of contact person for clarification of the bid if needed.

14. FOODSERVICE EQUIPMENT SPECIFICATIONS:

Note 1: Where multiple names and model numbers of foodservice equipment manufacturers are provided within the Equipment Schedule, the first named manufacturer shall be utilized to determine the design, capacity, materials and performance standards upon which other approved manufacturers shall be tested. Similar equipment types shall be of the same manufacturer.

COMBINATION OVENS, DOUBLE STACKED, GAS FIRED, SIX FULL SIZED PAN, DOUBLE COMPARTMENT (12 FULL SIZED PAN TOTAL)

Dayton Independent High School – One set of two ovens required
Unox or approved equal model

Two Model XAVC-06FS-GPR, gas fired combination ovens stacked with the following accessories:

- A. Natural gas connection
- B. 120 Volt Electric
- C. Fully Programmable
- D. S/S stand.
- E. Locking casters.
- F. Maxi.Link Technology stacking kit hardware to create double stack oven column
- G. Rotor.KLEAN Automatic Washing Program with integrated detergent tank
- H. Kleensteam II water filtration system as specified in Article 8.b of this specification.
- I. Factory start-up and a minimum of four hours of demonstration.
- J. Separate boiler and condenser water connections.
- K. Flexible gas and water lines as specified in Article 8.a of this specification.
- L. Grids, cleaner, and any other required accessories for startup and operation.

COMBINATION OVENS, DOUBLE STACKED, ELECTRIC, SIX FULL SIZED PAN, DOUBLE COMPARTMENT (12 FULL SIZED PAN TOTAL)

Dayton Elementary School - One set of two ovens required
Unox or approved equal model

Two Model XAVC-06FS-EPR, electrically heated combination ovens, stacked with the following accessories:

- A. 208/240 volt – 3 phase
- B. Fully Programmable
- C. S/S stand.
- D. Locking casters.
- E. Maxi.Link Technology stacking kit hardware to create double stack oven column
- F. Rotor.KLEAN Automatic Washing Program with integrated detergent tank
- G. Kleensteam II water filtration system as specified in Article 8.b of this specification.
- H. Factory start-up and a minimum of four hours of demonstration.
- I. Separate boiler and condenser water connections.
- J. Flexible water lines as specified in Article 8.a of this specification.
- K. Grids, cleaner, and any other required accessories for startup and operation.

15. ADDITIONAL SITE PREPARATION WORK AT DAYTON ELEMENTARY:

The awarded bidder will be responsible for additional site preparation work at Dayton Elementary. Bid price is to include all time, materials, permits, and inspection fees. **The bidder is advised to make arrangements to visit the site prior to bid submission to evaluate the work required as change orders will not be accepted.**

Anticipated work required includes the following:

- A. Installation of four (4) 60 amp, 208V, 3 phase electrical circuits in the kitchen panel for the combination ovens. (NOTE: it is strongly advised that your local electrician survey the panel to ensure it has the amperage capacity for 4 x Combination ovens. From the information available it would appear that there is enough amperage for two combination ovens but, the capacity should be checked for four.)
- B. Installation of a 3" open receptacle connected to the existing cast iron drain (include concrete removal and replacement).
- C. Installation copper water connections and isolation valves for each combination oven.

**DAYTON INDEPENDENT KITCHEN EQUIPMENT – COMBINATION OVENS
 BID PRICING WORKSHEET**

Company Information

Company Name

Year Founded

Servicing Office Address

Servicing Office City, State, Zip

Client References

Client Name	Contact Name	Contact Phone	Contact Email

Pricing

Item	Manufacturer	Model Number	Equipment Price	Installation Price	Extended Price
Combination ovens, double stacked, gas fired, six full sized pan, double compartment (12 full sized pan total), Unox XAVC-06FS-GPR					
Combination ovens, double stacked, electric, six full sized pan, double compartment (12 full sized pan total), Unox XAVC-06FS-EPR					
Site Preparation Work – Dayton Elementary					

**DAYTON INDEPENDENT KITCHEN EQUIPMENT – COMBINATION OVENS
BID CERTIFICATION**

Having read all the conditions and requirements of the request for bid and in compliance with all general and specific terms and conditions of the request for bid, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by DAYTON INDEPENDENT, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

CERTIFICATION

Bidding Firm

Authorizing Signature

Address

Printed Name

City, State, Zip

Email Address

Phone #

Fax #