

MONROE CITY SCHOOL BOARD  
POST OFFICE BOX 4180-2006 TOWER DRIVE  
MONROE, LOUISIANA 71211-4180

TELEPHONE: (318) 325-0601

FAX: (318) 812-3605

BID NO. SFS18-05

BID TITLE: SCHOOL FOOD SERVICE EQUIPMENT  
- BARKDULL FAULK RENOVATION

BIDS WILL BE ACCEPTED UNTIL  
10:00 A.M.CST ON THURSDAY  
APRIL 12, 2018

NAME OF VENDOR SUBMITTING THIS BID: \_\_\_\_\_

Table of Contents

SECTION 1: PREPARING OF BIDS	3
SECTION 2: SUBMITTING THE BID	4
SECTION 3: BID SAMPLES	5
SECTION 4: CHANGE OR WITHDRAWAL OF BIDS	5
SECTION 5: MINORITY BIDDEERS	5
SECTION 6: REJECTION OF BID	5
SECTION 7: EXCLUSION/REJECTION OF BIDS	6
SECTION 8: AWARDS	6
SECTION 9: DELIVERY CONDITIONS AND PAYMENT	7
SECTION 10: BID EVALUATION	7
SECTION 11: SCOPE OF WORK	8
SECTION 12: SPECIFICATION	8
SECTION 13: RESERVATIONS BY BOARD	8
SECTION 14: APPLICABLE STANDARDS	8
SECTION 15: SUBMITALS	8
SECTION 16: NON-PERFORMANCE	8
SECTION 17: DELIVERY, STORAGE AND HANDLING	8
BID PROPOSAL FORM	9 thru 34
BIDDER QUALIFICATION	35
DEBARMENT FOR CERTIFICATE	36 thru 37
BUY AMERICAN REQUIREMENTS	38
BUY AMERICAN PROVISION	39
BUY AMERICAN PROVISION CERTIFICATE	40
DISCLOSURE OF LOBBYING ACTIVITIES CERTIFIED	41 thru 42
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	43
SMALL AND MINORITY BUSINESS	44
CLEAN AIR ACT	44
EQUAL OPPORTUNITY PROVISION	45
DAVID-BACON ACT	45
RIGHTS TO INVENTIONS	46
CONTRACT WORK HOURS & SAFETY STANDARDS	46
PROCUREMENT OF RECOVERED MATERIALS	46
CIVIL RIGHTS STATEMENT	47

## 1. PREPARING OF BIDS

### 1.1 Bidder Qualification Form

This appears at the end of the BID PROPOSAL and must be completed and made a part of the bid in order to qualify the bidder. The information that follows is required.

- *Bidder's Form of Business Organization*  
Required solely for preparation of any contract documents for successful bidder.
- *Bidder Certification and Identification*  
Failure to indicate the bidder's exact legal name may rule the bid irregular. An unsigned bid is considered a "no bid."
- *Assignment*  
The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights title and interest in and all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Monroe City School Board.

### 1.2 Instruction To Bidders

These instructions define the condition of the bid solicitation and specification of the goods or services desired.

### 1.3 Special Conditions

Special Conditions found on succeeding pages, always supersede the INSTRUCTIONS TO BIDDERS when the two are in conflict.

### 1.4 Bid Proposal Form

Defines requirements of items to be purchased or work to be done and must be completed and submitted as a part of this bid. The BIDDER shall sign the BIDDER QUALIFICATION FORM in the spaces in accordance with LRS 38:2212.0, and return both the Bid Proposal Form and Bidder's Qualification Form.

#### *Item Specifications*

Specifying a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically expected) and must be of equal or superior grade.

It is recognized there may be other brands that could serve the needs of the school system. However, it should be understood by the bidder that the use of brand names and numbers in the specifications is to establish standards and styles of products that have been judged to meet the need of the school system. Such use of brand names is in no way designed or intended to restrict the bidding, but contrarily, to invite bids of comparable product that would equally satisfy the requirements stated herein. It is permissible to bid another brand, make and model product for evaluation as an approved equal to the specified brand. Equivalent brands that meet the approval of the Board will be accepted.

- *Alternatives*  
Bidders shall bid only one product per item. Bidder shall not bid a primary item and then also include a second alternate product item bid. The ONE product that is closest to meeting the specifications is sufficient
- *Bidder's Identification of Product Bid*  
On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to identify sufficiently and complete the articles offered. Failure to do so may prevent consideration of the item bid.

#### *Required Literature*

When the bid invitation is soliciting a bid for a product (as opposed to a service), each bidder is to enclose complete descriptive information to fully identify the product quoted. This may be in the form of a catalog, manufacturer's brochure, specification sheet, cut sheet, schematic, or other brand or product information. Failure to do so may prevent consideration of the item bid.

- *Correction of Bidding Documents*  
Upon examination of the bidding documents, bidders shall promptly notify the Purchasing Manager of any ambiguity, inconsistency or error which they may discover. Interpretations, corrections and changes to the bidding documents will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- *Addenda*  
Addenda are written instruments issued by the Monroe City Schools prior to the date for receipt of bids which modify or Interpret the bidding document by additions, deletions, clarification or corrections. All addenda issued by the Monroe City Schools shall become a part of the specifications and will be made part of the contract.

Addenda will be mailed, delivered or faxed to all who are known by the Purchasing Manager to have received a complete set of bidding documents.

Copies of addenda will be made available for inspection wherever bidding documents are on file.

No addenda will be issued later than seven (7) days prior to the date and time for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date of receipt of bids.

Each bidder shall ascertain prior to submitting a bid that it has received all addenda issued, and the bidder shall acknowledge their receipt in its bid.

## 2. SUBMITTING THE BID

### 2.1 Bid Forms

Bid must be submitted on the forms furnished by the board. A complete Bid Packet, which consist of the Bid Proposal Form, and Bidder's Qualification Form, Jobsite Visit Certification, Certificate of Independent Price Determination, Disclosure of Lobbying Activities Form must be submitted, and optional form Nutrient Analysis, Certified Product Formulation Statement and Buy American Provision Certificate Compliance/Non Compliance Form

### 2.2 Bid Envelope

The bid shall be submitted in a sealed envelope addressed to James Kelley, Purchasing Manager, 2006 Tower Drive or P.O.Box 4180, Monroe, LA 71211-4180 with the name and number of the bid and date of opening plainly shown on the face of the envelope. FAX bids will not be accepted.

### 2.3 Prices

All prices must be fixed prices. All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the crossed out error. Any correction shall be initialed in ink by the person signing the bid. The bidder shall quote only a net unit price for each item specified. The unit of purchase will be indicated on the BID PROPOSAL FORM. Where directed to do so ON THE BID PROPOSAL FROM, The bidder shall extend the unit price times the quantity to obtain and show a TOTAL NET BID.

### 2.4 Freight

All prices bid shall include PLATFORM DELIVERY F.O.B. DESTINATION. Platform delivery means that the bidder shall deliver and unload the purchased items to the dock of the designated point of receipt. Title passes at the point of delivery with receipt and acceptance of all items *in* good order. Claims for damaged freight are the responsibility of the successful bidder. Shipment must be received and accepted by the designated agent of the Monroe City School Board. All cartage, drayage, packing, handling, pelletizing, etc. shall be included in the bid price. Separate allowances for freight, shipping and handling will not be permitted.

### 2.5 Discount

Discount for prompt payment as may be offered on the bid or on the invoice will be accepted. These discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.

### 2.6 Place, Date and Hour

All bids shall be submitted to the Monroe City School Board, Purchasing Department, 2006 Tower Drive, or mailed to Post Office Box 4180, Monroe, Louisiana 71211-4180.

- The first page of the bid invitation and the BID PROPOSAL FORM designate the name and number of the bid and the date and hour of the bid opening. Bids will be received until the stated date and time. Irrespective of the reason, bids arriving after the stated date and time will not be accepted.
- All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or bids may be sent by registered or certified mail with a return receipt requested or by regular mail.
- **Important** The responsibility for timely presentation (delivery) of bids rest solely with the bidder. Bids delayed through the mail and arriving after the stated date and hour cannot be accepted.

### 3 BID SAMPLES

#### 3.1 Conditions for Requirement

Bidder shall submit samples only when directed as follows:

- Unless otherwise directed or agreed, all samples shall be submitted to the Monroe School Board, 2006 Tower Drive, Monroe, Louisiana, no later than the date and hour of the bid opening OR...
- By specific instructions found in the specifications or on the BID PROPOSAL FORM OR...
- By special notification authorized by the Monroe City School Board made within seven (7) days after bid opening date, with samples to be submitted as directed within (7) days after notification.

#### 3.2 Identification

Each sample shall be identified with bidder's name, bid proposal number, bid item number, ~~product~~ trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated on the BID PROPOSAL FORMS.

#### 3.3 Payment/Return of Samples

Samples requested by the Monroe City School Board must be furnished free of charge. If not destroyed or consumed in testing or evaluation, or required to be retained in connection with the award, samples will be returned upon request, which must be made within ten (10) days following opening of bids at Bidder's expense. The Monroe City School Board reserves the right to damage, destroy or consume supplies if it is considered reasonably necessary to do so for the purpose of testing, inspection or evaluation.

### 4 CHANGE OR WITHDRAWAL OF BIDS

#### 4.1 Change or Withdrawal Prior to Bid Opening

Should any bidder desire to change or withdraw his bid, he shall do so in writing to the Purchasing Department. This communication shall be received prior to the date and hour of the Bid Opening.

#### 4.2 Change After Bid Opening, But Prior to Bid Award

After bids are opened, they may not be changed except to correct patently obvious mathematical or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the Purchasing Department prior to the final award by the Board.

#### 4.3 Withdrawal After Bid Opening But Prior to Award

After bids are opened, a bidder may request that his bid be withdrawn for good cause. Such request must be submitted, in writing, to the Purchasing Department prior to the final award by the Board.

### 5. MINORITY BIDDERS

If the bid of a minority bidder is within 10% of the low bid, Board may award the bid to the minority bidder provided that (1) the goods and/or services offered by the minority bidder meet all specifications and (2) the minority bidder agrees to meet the bid price of the low bidder.

Any provision of this policy which conflicts with the minority set-aside program established by the Board or any rule, regulation or policy adopted to implement said program, shall not be enforced.

### 6. REJECTION OF BID

The Monroe City School Board reserves the right to reject any or all bids and to waive any informalities.

7. EXCLUSION/REJECTION OF BIDS

The School District, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (no contest) to any of the crimes or equivalent federal crimes listed in La.Rev.Stat. Ann. 38:2227.

In awarding bids or contracts, the School District shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, plead guilty or nolo contendere to any a state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the School District and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

8. AWARDS

8.1 Basis for Award

The recommendation for a bid award is based on an evaluation of the bids submitted, and a contract (purchase order) will be awarded by the Board to the responsible and responsive bidder with the lowest bid per line item who has complied with all requirement/specification.

8.2 Availability of Bid Information

At a public opening within the School Board Offices, bids will be read aloud and then compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. Recommendations for the award(s) will also be available for examination.

8.3 Increase or Decrease In Bid Quantity

At the time of award and with mutual consent of the Purchasing Department and the vendor, the quantity of any item(s) included in the bid may be increased by twenty percent (20%) or decrease by ten percent (10%) without Board approval. Any greater increase or decrease shall require Board approval.

8.4 Official Award Date

Awards become official at the time bids are accepted by the Board during their regular session.

8.5 Filing of Objection

Any objection to an award by the Board must be filed in writing and must be received by the Purchasing Department no later than 9:00 A.M. on the first Monday following the official award.

8.6 Notification of Award

The purchase order and/or contract mailed or delivered to successful bidder(s) is/are official authorization to deliver material described therein. The time allowed for delivery begins with the date of the bid acceptance and approval by the Board whether or not a purchase order number has been issued.

8.7 Hold Harmless Clause

It is understood and agreed that Bidder, if awarded the subject contract, will protect, defend and hold harmless the MCSB, its members agents and employees, from any claims, suits or demands for payment that may be brought for the use of any patented or copyrighted material, device, article or process, or any material that is a trade secret, that may enter into the design, manufacture, or use of which is substantially important to the proper and most effective use of the items or services contracted for or in any way connected with injury or damage to person, business or reputation, sustained by reason of any of the acts of Bidder, his agent, employees, or assigns, or of anyone for whom the Bidder is legally responsible. Bidder further agrees to indemnify in full the MCSB, its members, employees and agents for any amounts which they may be required to expand in the Defense of such claims, suits or demands, or In settlement thereof, or in satisfaction of any judgment, award or decree resulting there from.

9. DELIVERY CONDITIONS AND PAYMENT

9.1 Delivery shall be made to each School Site listed per line item.

- 9.2 All items shall be bid F.O.B. Destination. The term F.O.B. destination shall mean delivered set in place, installed, and hauled off of all debris. This Includes all plumbing electrical connections and any interconnects to existing equipment. The successful bidder will demonstrate to the satisfaction of the Owner the proper operation of the equipment. All charges for transportation and unloading shall be paid by the Contractor and included in bid price. Any claim for loss or damage shall be between the Contractor and the carrier.
- 9.3 Delivery shall not exceed fifty (50) days from contractor's receipt of the purchase order/contract.
- 9.4 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on scheduled construction. An increase in the Contract time due to weather shall not be a cause for an increase in the contract sum.
- 9.6 Delivered items which do not fulfill requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to the School Board.
- 97 The workmanship of all items specified herein shall be strictly first class in every detail.
- 9.8 Invoices must be those of the successful bidder and must show the purchase order number, bid number, complete unit description, quantity, price and total. All invoices shall be submitted in duplicate to the Monroe City School Board, Accounts Payable Department, Post Office Box 4180, Monroe, Louisiana 71211-4180.
- 9.9 Payment  
Unless otherwise specified, payment will be made after the completion of each site.
- 9.10 Discounts offered for prompt payment will be accepted, but these discounts will not be considered in evaluation bids unless all other factors are equal.
- 9.11 Federal Tax Exemption  
If applicable to this purchase federal tax exemption certificates will be signed by the Monroe City School Board.

10. BIDEVALUATION

- 10.1 Bid shall be evaluated as follows (not listed in order of priority):
  - \* Bid Pricing
  - \* Quality of Workmanship
  - \* Equipment and Features and Ease of Operation
  - \* Experiences and References
  - \* Printed Material Requested with bid
  - \* Years In Business
  - \* Staff Training Abilities
- 10.2 Each bidder is to be responsible for the accuracy of his bid, and the school board will assume that the total net bid is a correct and legitimate quotation.
- 10.3 If all other factors are equal, tie bids will be decided on the basis of an equal split or drawing of lots, unless only one local bidder is involved. In that case, preference will be given to the local bidder.

11. SCOPE OF WORK

- 11.1 Disassembling and removing of existing equipment. This includes all plumbing electrical connections and any interconnects to existing equipment, a turnkey solution. The successful bidder will demonstrate to the satisfaction of the Owner the proper operation of the equipment.
- 11.2 It will be the responsibility of the bidder to call Ms. Stephanie Weaver, Supervisor at 318-325-0601, ext. 3069, for an appointment to visit the sites and verify the conditions at the job and to get the attached jobsite VISIT CERTIFICATION STATEMENT" signed, dated and attach said certification to bid in order to qualify.
- 11.3 Delivery and installation shall not exceed fifty (50) days from contractor's receipt of the purchase order/contract.

12. SPECIFICATION

**See bid proposal form for all spec's**

13. RESERVATIONS BY BOARD

- 12.1 Limited funds are budgeted for the purchase of these items. Should the bid price be more than anticipated, the Board reserves the right to reduce the quantity as appropriate to remain within the budgeted allocation for the purchase.
- 12.2 The Monroe City School Board may reject any bid for failure by the bidder to comply with any requirement stated herein or as appearing in the BID PROPOSAL FORM or in the general bid conditions or in any attachment thereto which becomes part of the bid.

14. APPLICABLE STANDARDS

Applicable standards listed in these specification include, but are not necessarily limited to standards promulgated by the following agencies and/or organization:

- National Sanitation Foundation Standard #7  
UL Listed
  - ASTM E-84 Class 1 Composite Panel
  - Electric on Door Section
  - Electric on RefrigerationAccepted by the United States Department of Agriculture (USDA)  
Clean Water Act 33 USC 1368, Executive Order 11738
- Environmental Protection Agency Regulations 40 CFR Part 15
- Flame spread and smoke developed per ASTM E-84  
ASTM E-72-80 Load Test
  - Transverse Loading
  - \* Compressive Loading
  - Axial Loading
  - Full box Seismic and Racking Loading
- Uniform Building Code-UBC (Section 2309)
  - \* Standard No. 42-1 (ASTM E-84) flame spread and smoke development of not more than 25 flame and 450 smoke
  - Standard No. 17-5 fire test related to actual end use
  - \* Standard No. 52-3 self-ignition temperature (minimum of 650 degrees F)
- Southern Building Code  
Basic Building Code

15. SUBMITTALS

- 14.1 Product Data: Submit latest edition of manufacturer's specifications.
- 14.2 Bidders are required to provide at least three (3) references of similar size and scope contracts on the attached forms.
- 14.3 Job site visit certificate must be returned and can only be signed by Mr. Buddy Moore, HVAC Manager.
- 14.4 Bid Security Deposit.

16. NON-PERFORMANCE

- 15.1 Non-Performance  
For each consecutive calendar day in excess of the time specified for completion of the work, the contractor shall pay to the School Board, or have withheld from monies due it, the sum of \$50.00 per day. Liquidated damage will apply 50 days from start date.

17. DELIVERY, STORAGE AND HANDLING

- 16.1 Protect materials while handling to avoid damage during installation.

MONROE CITY SCHOOL BOARD  
JAMES KELLEY,  
PURCHASING MANAGER

**MONROECITYSCHOOLBOARD**  
**MONROE, LOUISIANA**  
**BID PROPOSAL FORM**  
**SFS18-05 SFS EQUIPMENT- BARKDULL FAULK RENOV**  
**DATE: 10:00A.M.CST ON THURSDAY. APRIL 12, 2018**

BID FORM: This proposal shall be executed and submitted in accordance with the specifications, and all articles and requirements contained herein shall remain and become a part of the contract for this material. All appropriate blanks shall be filled in.

MONROE CITY SCHOOL  
 BOARD  
 POST OFFICE BOX 4180  
 MONROE, LOUISIANA 71211-4180

Ladies and Gentlemen:

In compliance with your invitation for bids on the School Food Service Equipment and after having examined the specification and conditions, we hereby propose to furnish as specified and in accordance with the specification and conditions for the amount shown herein.

BARKDULL FAULK	Item Needed	No.	Bid Price	Extended
K- 1	#10 Can Shelving	2		
K-2	Dry Storage Shelving	8		
K-3	Dry Storage Shelving	10		
K-4	Dunnage Rack	8		
K-5	Manual Can Opener	2		
K-6	Utility Cart	3		
K-7	Utility Cart	2		
K-8	Shelf Ingredient Bin	6		
K-9	Shelf Ingredient Bin	4		
K -10	Ingredient Bin w/Wall Mount	10		
K- 11	Ingredient Bin Cart w/Ingredient Bins	2		
K -12	Enclosed Pan Cabinet	2		
K -13	Wall Mount Pot Rack	1		
K -14	Wall Mounted Utility Shelf	3		
K- 15	Preparation Table w/3 Tiered Shelves	1		
K- 16	Wood Top Bakers Table w/SS Undershelves	1		
K -17	Preparation Table w/3 Tiered Shelves	1		
K -18	3 Compartment Dish Table w/SS	1		
K -19	Equipment Stand w/SS Undershelves	2		
K- 20	Sink Preparation Table	1		
K- 21	Poly Top Work Table	1		
K- 22	Disposal	3		
K - 23	Sanitizing Compartment Heater	1		
K- 24	Sanitizing Compartment Spray Rinse	1		
K -25	Ice Machine w/filtration	1		

K -26	Silverware and Tray Cart	1		
K- 27	Non-Insulated Heated Holding and Proofing	1		
K- 28	Non-Insulated Heated Holding and Proofing	1		
K-29	Mixer	1		
K- 30	Connectionless Steamer	1		
K- 31	Blender	1		
K- 32	Automatic Slicer	1		
K- 33	Cutter Mixer	1		
K- 34	Convection Oven	1		
K- 35	Braising Pan/Tilting Skillet	1		
K- 36	Counter Tilting Kettle w/Table	1		
K- 37	Heavy Duty Gas Range	1		
K - 38	Boilerless Combi Oven Steamer	1		
K- 39	Dishwasher -	0		
K -40	Heated Reach-In Holding Cabinet	1		
K- 41	Refrigerated Reach-In Holding Cabinet	1		
K -42	Reach In Refrigerator	2		
K -43	Hot Food Cabinet- HLS72	1		
K-44	Cold Food Counter- CLS72	1		
K -45	Hot Food Cabinet- HLS42	1		
K -46	Cold Food Counter- CLS48	1		
K -47	Clean Dish Table	1		
K -48	Soiled Dish Table	1		
K- 50	Clean Tray Rack	3		
K- 51	Cashier Counter	1		
K- 52	Wall Hung Wire Sorting Shelf	1		
K- 53	Dual Access Forced Air Milk Cooler	1		
K- 54	Walk-In Cooler/Freezer	1		

## FOOD SERVICE EQUIPMENT SPECIFICATIONS

### PART 1 -GENERAL

#### 1.01 SECTION INCLUDES

- A. Provide all labor, materials, and food service equipment, complete with all valves, faucets, vacuum breakers, overflows, electrical devices, controls, wiring, etc. required to have the equipment operating and useable when connected to plumbing ventilating and electrical services.
- B. Delivery, unloading, storing, assembly and setting in place of equipment. Equipment startup, adjustment, testing, and calibration.
- C. Delivery of all loose fittings to other trades and coordination of their installation.
- D. Preparation of dimensioned shop drawings based on actual field measurements and contract documents; dimensioned drawings shall be coordinated with all trades and conditions of this project. Onsite inspections shall be made to verify that all rough ins and final connections of plumbing, mechanical, electrical and ventilation services are made in accordance with the dimensioned shop drawings and specifications. Inspections shall be coordinated with the Architect.
- E. Training of Owner's personnel in operation, maintenance and cleaning of equipment.
- F. The General Conditions, Special Conditions, Information to Bidders and any other applicable documents issued by the Architect form a part of the food service specifications and shall be adhered to in all respects.
- G. The Food Service Facilities Equipment Contractor, hereinafter abbreviated as "FSFEC", shall examine the general construction, structural, plumbing, HVAC, electrical, and other pertinent drawings and specifications issued by the Project No. MC17-06 and shall plan and install his work with full coordination with the other trades.
- H. The FSFEC shall furnish all material, equipment, labor and all incidentals necessary to install the food service equipment shown on the drawings and as specified herein in a manner acceptable to the Architect. Install and adjust all equipment and material as shown on the plans, specified, or hereinafter mentioned or implied in such manner as to accomplish the general intent of the plans and specifications.

#### 1.02 RELATED SECTIONS

- A. Mechanical work (Division 15), unless otherwise specified herein, including:
  - 1. Plumbing services (water, waste, gas) rough-in and final connections of food service equipment.

2. Grease and condensate exhaust hoods, makeup air system, and exhaust fans; exhaust duct and connections of ductwork to food service equipment.
  3. Traps, water supply strainers, valves, stops, shutoffs and fittings; Chrome-plated where exposed.
  4. Flushing and sanitizing of lines before connecting fixtures.
  5. Cooking equipment hood fire extinguishing system, including conduit and tubing.
  6. Floor drains; floor sinks; installation of trough drains; hose bibbs; grease traps.
  7. Walk-in cooler and freezer floor.
- B Electrical work, unless otherwise specified herein, including:
1. Electrical services (Division 16) rough-in and final connections of all food service equipment requiring electrical power.
  2. Disconnect switches, convenience outlets, outlet boxes, wiring, conduit, safety cutouts, and other electrical controls.
  3. Mounting and wiring of starting switches and control panels furnished by FSFEC.

### 1.03 REFERENCES

#### A. National Sanitation Foundation

1. Equipment specified under this portion of these specifications be constructed in strict accordance with the standards of the National Sanitation Foundation as outlined in their bulletin on food service equipment entitled "Standard No. 20", latest and in compliance with the regulations of the Louisiana State Board of Health, except where the construction requirements forth hereinafter and/or the itemized equipment specifications exceed the standards and regulations of these agencies. Where specified construction requirements and/or itemized equipment specifications exceed the standards of the NSF State Board of Health, the itemized equipment requirements shall govern. Each piece of equipment shall have the seal of the National Sanitation Foundation, Underwriter's Laboratories, NEMA, AGA, and National Board of Fire applicable and appropriate.

#### B. Other Applicable Codes and Standards

1. Underwriter's Laboratories (UL)
2. American Gas Association (AGA)
3. National Electric Code (NEC)
4. National Fire Protection Association (NFPA)
5. Occupational Safety and Health Act (OSHA)

### 1.04 SUBMITTALS

- A. Within sixty days after award of contract and prior to purchase of any equipment, the FSFEC shall prepare rough-in drawings, shop drawings and brochures of all equipment and material to be furnished under this contract.

- B. Brochures
1. Submit 6 copies of brochures of regularly manufactured items with the following:
    - a. Cover with identifying label.
    - b. Index sheet & section tabs
    - c. Cover sheet indicating item number, name, manufacturer, optional equipment, modifications and mechanical characteristics.
    - d. Catalog specifications sheet and manufacturer's shop drawings.
- C. Shop Drawings: Submit one reproducible transparency and one blue-line print of dimensioned plumbing/electrical/ventilation rough-in drawings prepared at minimum ¼ inch scale, detailed shop drawings prepared at minimum 1/2 inch scale, plus necessary cross sections at appropriate scale. Show complete details of each item of fabricated equipment and include accurately dimensioned layouts and locations of masonry bases and recesses and locations of special wall openings required where items of equipment extend through walls. After Architect's review and approval, submit 8 corrected blue-line prints.
- D. Instruction Manuals: Submit 4 sets of operating instructions for each piece of equipment, with name, address, and telephone number of the manufacturer's authorized service agency and the FSFEC; data sheets; spare parts list and dimensional prints to the Architect for review and approval before demonstration of equipment to Owner. Bind operating instructions in loose leaf binders with hard, durable covers bearing job name and date of submission. Include the following:
  1. Complete operating instructions and recommendations for equipment.
  2. Complete cleaning instructions and recommendations for cleaning equipment and materials.
  3. Complete lubrication data and schedules for equipment.
  4. Equipment maintenance, repair and adjustment data.
  5. Equipment parts lists.
  6. Advise as to what parts, if any, Owner should stock and in what quantities.
  7. Assembly drawings, wiring, mechanical diagrams and other data required in service and maintenance of equipment.
- E. Drawings are diagrammatic and show, in general, location of fixtures, equipment, etc., and shall not be scaled. Check dimensions and existing conditions as work is under construction. Coordinate work shown with drawings that show work of other trades. Conflicts between food service work and work of other trades shall be called to Architect's attention before any fabrication of material and/or installation of equipment. No departure from the drawings is to be made without the written approval of the Architect.

#### 1.06 QUALITY ASSURANCE

- A. Qualifications: Submit to the Architect, appropriate information that the FSFEC complies with the following requirements:

1. Submit list of projects of comparable scope. (List name of project, location and contact person.)
2. FSFEC must be authorized by manufacturer to distribute and install specified factory items of equipment.
3. FSFEC must maintain a permanent staff experienced in installation of food service equipment and in preparation of shop drawings and brochures. Submit credentials of personnel conducting equipment installation, calibration, and instruction of Owner's personnel.
4. FSFEC must maintain or have access to fabrication shop meeting NSF requirements. If other than the food service suppliers' own fabrication shop is used, Architect's approval must be obtained.
5. FSFEC must maintain or have access to a readily available stock of repair and replacement parts and authorized service personnel.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

##### A.

Before ordering material, equipment or starting work, verify measurements at job site as work progresses. FSFEC shall be responsible for fitting food A Renovation & Addition Project service equipment into space provided. No extra charge or compensation will be allowed due to differences between dimensions actual field dimensions. Measurements indicated are approximate and are establish finished dimensions and furnish drawings to confirm dimensions. When verifying dimensions, carefully examine spaces and existing conditions. Report to Architect work performed or planned by others that prevents work of this section.

B. Verify that equipment can be handled through finished door openings.

#### 1.08 PROJECT CONDITIONS

- A. Work shall commence only after associated trade work has been sufficiently completed and will not interfere with the installation of the equipment specified in this sections.
- B. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions manufacturer's absolute limits.

for:

#### 1.09 GUARANTEE

- A. FSFEC shall guarantee all equipment, materials and workmanship to be free from defects for a period of one year from and after date of acceptance of the completed contract. FSFEC shall replace any and all parts found to be defective and refrigerant lost because of defective equipment, materials or improper workmanship within the guarantee period and at no additional cost to the Owner. Warranty does not apply to equipment or work that has been abused or neglected by the Owner or Owner's successor in interest.
- B. Refrigeration System: Furnish manufacturer's written registered warranty certificates, warranting that any part of refrigeration system and related accessories are free from defects in material and workmanship under normal use and service. Manufacturer shall repair or replace any part which proves to be defective within the period of five years from date of acceptance. Warranty does not include labor charges for replacement or repair of defective parts or of refrigerants during the second through fifth years.

#### 1.10 PROCEDURE OF WORK

- A. Before any of the work within the scope of this contract is begun, the FSFEC shall confer with the Architect and Owner and agree on a sequence of procedure for performing the work.

#### 1.11 BIDS

- A. Submit unit price bids for base proposal equipment items and alternate equipment items on form provided in the Form of Proposal. Lumping of equipment and prices will not be permitted.
- B. Deletions, additions and quantity changes made within 90 days after award of contract will be made at submitted unit prices.
- C. If bidder proposes substitutions to specified items, unit prices shall be submitted with bid, listing items separately as additions to or deductions from the Base Bid. Lumping of equipment and equipment prices will not be accepted.

#### 1.12 SUBSTITUTIONS

- A. Manufacturers of food service equipment other than those specified, will be considered a substitute. Substitutions are subject to approval by Architect and Owner. Request for substitutions must be submitted with catalog cuts, price differentials and other information necessary for determination of acceptability.

- B. Approval of substitution is for design and performance only.
- C. Prior to ordering equipment, notify Architect, in writing, of changes to building, building services and system design. FSFEC is responsible for costs incurred for changes due to acceptance of substitution. If changes are unacceptable to Architect, alternate is unacceptable and specified item shall be provided.
- D. If substitution proves defective or otherwise unsatisfactory for intended service, FSFEC shall replace substitution with specified item and shall be responsible for costs incurred for removal of substitution and replacement with specified item, including costs for professional services, construction adjustment, utility changes and installation.

## PART 2- PRODUCTS

### 2.01 GENERAL EQUIPMENT REQUIREMENTS

- A. The following construction requirements apply to all equipment items mentioned hereinafter and embrace particular details of construction. Any deviations from these requirements shall be described under the item specifications:
  - 1. Motors: Motors shall be suitable for operation on electrical services of the types specified hereinafter.
  - 2. Switches and Controls: FSFEC shall supply on each motor driven appliance or electrically heated unit a suitable control switch or starter of proper type in accordance with National Electrical Code, and shall provide undervoltage and overload protection. All internal wiring for all equipment items, including all electrical devices, wiring controls, switches, etc., built into or forming an integral part of these items shall be furnished and installed by the manufacturer. Provide cords and plugs on equipment as specified under the item specifications.
  - 3. Stainless Steel: Stainless steel, specified hereinafter, shall be standard analysis 18/8, Type 302, having a minimum of 17 to 19 percent chromium; 7 to 9 percent nickel; a maximum of 0.12 percent carbon. All exposed stainless steel surfaces shall be given a finish equal to No.
  - 3. Factory or mill reject sheets shall not be used in this equipment. Sheet colors shall be uniform throughout and shall have uniform finish on all adjacent surfaces.
  - 4. Galvanized Metal: Where galvanized metal is specified, it shall be copper bearing galvanized iron, Armco, Toncan, or approved equal, re-rolled for smoothness and used in the largest possible sizes and with as few joints as necessary.
  - 5. Welding
    - a. Welding of stainless steel shall be arc welded using stainless steel electrodes. All welds shall be nonporous, free of pits and flaws and ponied to remove flux and

other impurities, ground smooth and polished to the original finish of the metal. Where grinding and polishing has destroyed the grain, it shall be carefully restored and blended to obliterate all traces of welding. Acetylene welding or silver solder shall not be used.

- b. All welds of galvanized metal shall be Everdur welded. All welds shall be nonporous, free of pits and flaws ponied to remove flux and other impurities ground smooth and remetalized.
6. Table Tops: All working tops of fixtures, unless otherwise specified, shall be No. 14 gage stainless steel and shall have all exterior edges that are not adjacent to walls or other fixtures flanged down 1-1/2 inch in a semi-rolled shape with all exterior corners spherical. Clearance between body and edge turn-down shall be 1 inch. All sides adjacent to walls, other equipment, or where indicated, to be turned up 5 inches unless indicated otherwise. All working tops on open and enclosed base tables and on counters shall be reinforced on the underside with a framework of 1-1/2 inch angles. Cross angle members shall be placed at each pair of legs. Additional cross angle members between legs shall be not less than 15 inch centers and no more than 18 inch centers. One angle runner, running lengthwise, shall be provided on tops up to 30 inches wide; two shall be provided on tops over 30 inches wide. All tops shall be reinforced so that there will not be any noticeable deflection and all reinforcements shall be stud welded to the underside of the top. No rivets or bolts shall be used through the tops. The wall side of tops shall be shaped as required under the itemized equipment specifications.
  7. Over shelves: Furnish an overshelf full length of the tables where specified hereinafter. Shelves shall be 12 inches wide, constructed of 16 gage stainless steel finished on all edges with 1-1/4 inch diameter semi-roll. Corners to be fully welded and polished. Shelf shall be supported by 1-inch square stainless steel tubing set in 1- 1/4 inch square stainless steel tubing brackets welded to back of table. Spacing of supports shall not exceed 5'-0". 14 gage stainless steel brackets shall be welded to shelf and supports.
  8. Open Bases
    - a. All open bases and dish tables shall be constructed of 1-5/8 inch o.d. steel tubing legs and cross rails welded together. Legs shall be fitted at floor with stainless steel adjustable pear or bullet shaped feet inserted into leg with inside threads to eliminate any possibility of threads collecting dirt and other matter. Bottoms of feet shall be completely closed. Top of legs shall be fitted into

enclosed adjustable slip flanges of same material as table top, which are welded to 1-1/2 x 1-1/2 x 1/8 inch angle, welded to underside of metal top tables. Tables up to 6 feet in length shall have four legs; tables 7 feet to 12 feet in length shall have six legs. Omit front bracing where noted on drawings or herein to permit equipment installation or floor storage beneath table.

- b. Undershelves for Open Bases: A II undershelves for open bases shall be removable type shelves and shall be constructed of 16 GA stainless steel of the gages specified under the itemized equipment specifications. All exposed edges of the shelves shall be rolled down 1-5/8 inch to conceal cross rails and/or cross bracing. All corners of shelves shall be neatly die-stamped to fit over upright legs. Shelving shall be sectional and removable. Abutting sections of shelves shall be turned down 1 inch. Sections shall be of proper sizes to allow shelving to be cleaned by passing through the dishwashing machine.
9. Drawers: All drawers shall be formed of one-piece galvanized iron with top edges flanged out 1/2 inch. All interior vertical and horizontal corners of drawers shall be rounded with metal and intersections shall be spherical. The use of solder or other material to fillet these corners will not be acceptable. Faces of drawers shall be 16 gage stainless steel with offset front to accommodate the drawer pull. Drawer pulls shall be recessed type of polished stainless steel set into the drawer face in a concealed manner, or chrome plated handle. Drawers shall operate on self-closing ball bearing, roller extension slides to allow full opening and shall be fitted with adjustable stops to prevent drawers being pulled too far out so they will not drop. Size: 20" x 22" x 5".
  10. Hardware: All hardware, unless otherwise specified, shall be heavy duty, satin finish chrome plated brass.
  11. Sinks and Drainboards: All sinks shall be constructed of 14 gage No. 4 finished stainless steel having the back, bottom and front formed from a continuous piece of metal with ends and partitions welded into place. Sinks shall be of dimensions specified under item number and shall consist of the number of compartments and drainboards mentioned therein. Top edge of sinks and drainboards shall be integral and top edge front and ends shall be rolled out and down on a 1-1/2 inch diameter semi-roll. Drainboards to have cantilever type supports. Back shall extend 10 inches above the working top then turn back 2 inches on back and ends forming splashback and providing space for water pipe. Openings shall be made in the splashback for hot and cold water faucets. All corners and joints in the sink shall be electrically welded, ground and polished to the original finish of the metal. Each compartment of sink shall be fitted with a 1-1/2 inch waste connection with control lever underneath the compartment unless otherwise specified. Bottom of sink shall be made to slope to this drain. Legs shall be secured to the body of the sink by means of enclosed adjustable slip flanges of the same material as the sink proper. Legs shall be

- 1-5/8 inch tubing with adjustable feet of finish specified under item number. Vertical and horizontal corners shall be rounded on 3/4 inch radius with intersections spherical. No solder filleting will be acceptable. All sinks shall have coved corners unless otherwise specified in the item specification. Sink legs shall be fitted with stainless steel adjustable pear or bullet shaped feet with closed bottoms. Feet shall insert into legs with inside threads to eliminate any possibility of threads collecting dirt or other matter.
12. Field joints: Wherever field joints are required in tops of dish tables or counters, tops shall be electrically welded at the job site. Welds shall be ground and polished to the original finish of the metal. Butt joints fitted with lead gasket or sweated with solder and polished shall not be acceptable.
  13. Sounding Deadening: Provide Schnee Butyl-Sealant 1/2 inch wide rope continuously between frame members and underside of stainless steel table tops, overshelves and undershelves. Tighten stud bolts for maximum compression of sealant.
  14. Painting
    - a. Finish fixtures, except stainless steel fixtures, in gray hammertone air dried enamel, glossy and without blemish.
    - b. Baked Enamel Finishes: Oven bake for minimum of 1-1/2 hours at minimum temperature of 300°F.
  15. Water Pressure: Equipment requiring a water supply shall be capable of operating on water pressure range of 25 to 75 psig. Equipment requiring modified water pressure shall be furnished with pressure reducing valves and relief devices to provide acceptable water pressures.

## 2.02 ITEMIZED EQUIPMENT SPECIFICATIONS

- A. Item No. K-1 – #10 Can Shelving- (Mobile) (Two Required)
  1. Advance Tabco model CR10-162M
  2. #10 Can rack shelving with casters
  3. Fully welded 1-1/4" square tubing ladder assembly. Extruded aluminum angles with aluminum top thickness of .09.
  4. Provide with the following:
    - a. (4) 4" plate casters
    - b. (2) casters with breaks
    - c. Overall dimensions of: 24-3/4"x35-1/8"x71"
- B. Item No. K-2- Dry Storage Shelving 36"x24" – (Mobile) (Eight Required)
  1. Cambro model CSUR44367/(2)CSCTUCSRDB/CSFT242/CSFT362
  2. 75" height with 4 shelves
  3. Provide with the following:
    - a. (4) 5" Total locking casters
    - b. (4) 3-1/2" Donut Bumpers
    - c. (2) Fencing system of 24" brackets and 24" rods
    - d. (2) Fencing system of 36" brackets and 36" rods
- C. Item No. K-3- Dry Storage Shelving 48"x24"- (Mobile) (Ten Required)

1. Cambro model CSURS44487/(2)CSCTL/CSRDB/CSFT242/CSFT482
  2. 75" height
  3. Provide with the following:
    - a. (4) 5" Total locking casters
    - b. (4) 3-1/2" Donut Bumpers
    - c. (2) Fencing system of 24" brackets and 24" rods
    - d. (2) Fencing system of 48" brackets and 48" rods
- D. Item No. K-4- Dunnage Rack 36"x24" – (Eight Required)
1. Advance Tabco model DUN-2436
  2. Fully welded 1-3/4" square aluminum tube assembly. Legs are 1-3/4" square tubing with plastic feet.
  3. 12" high
  4. Provide with the following:
    - a. 24"x36" Dimensions
- E. Item No. K-5 -Manual Can Opener- (Two Required)
1. Edlund model G-2CL
  2. NSF certified
  3. Stainless steel reversible blade, gear, and shaft.
  4. Provide with the following:
    - a. NSF can opener with long bar and cast stainless steel clamp
    - b. 22" Bar length
- F. Item No. K-6- Utility Cart- (Mobile) (Three Required)
1. Advance Tabco model UCS-3-2433
  2. Stainless Steel Utility Cart
  3. Adjustable shelves furnished with 1-1/4"x1" square edge with 1/2" return on four sides
  4. Provide with the following:
    - a. (4) 4" Swivel casters
    - b. (2) casters with breaks
    - c. (4) Donut bumpers
    - d. Sound dampening pads on bottom of lower shelving
- G. Item No. K-7- Utility Cart- (Mobile) (Two Required)
1. Advance Tabco model UCS-1
  2. Stainless Steel Utility Cart
  3. Two 3 sided shelves for ease of loading trays
  4. Padded push handle
  5. Provide with the following:
    - a. (2) 5" Swivel stem casters in front
    - b. (2) 8" fixed casts in rear
    - c. (2) upper edge bumpers
- H. Item No. K-8- Shelf Ingredient Bin- (Six Required)
1. Rubbermaid model 9G57
  2. 100 Cup capacity
  3. Holds 25 lbs of flour
  4. Provide with the following:
    - a. 2 cup portioning scoop

- I. Item No. K-9- Shelf Ingredient Bin – (Four Required)
  - 1. Rubbermaid model 9G58
  - 2. 200 Cup capacity
  - 3. Holds 50 lbs of flour
  - 4. Provide with the following:
    - a. 2 cup portioning scoop
  
- j. Item No. K-10 -Ingredient Bin w/ Wall Mounted Shelf- (Ten Required)
  - 1. Rubbermaid model 9G60/9G81
  - 2. 40 Cup capacity
  - 3. Holds 10 lbs of flour
  - 4. Provide with the following:
    - a. 2 cup portioning scoop
    - b. Wall mounted rack for Shelf Ingredient Bin (9G60)
  
- K. Item No. K-11 -Ingredient Bin Cart w/Ingredient Bins- (Two Required)
  - 1. Rubbermaid model 9G80/(8)9G60/(4)9G57/(2)9G58
  - 2. Mobile cart rack for Shelf Ingredient Bins
  - 3. 50" Wide
  - 4. Provide with the following:
    - a. (8) 40 Cup shelf ingredient bins
    - b. (4) 100 Cup shelf ingredient bins
    - c. (2) 200 Cup shelf ingredient bins
  
- L. Item No. K-12-Enclosed Pan Cabinet- (Mobile) (Two Required)
  - 1. Advance Tabco EPC-40/RA-21/RA-22/RA-23/18-8P-26 (60)
  - 2. Fully welded cabinet for maximum strength and durability
  - 3. Door swing full270 degrees
  - 4. Provide with the following:
    - a. Pull handle
    - b. Full Perimeter Bumpers
    - c. ComerBumpe
    - d. (60) Advance Tabco perforated pans
  
- M. Item No. K-13- Wall Mounted Pot Rack- (One Required)
  - 1. Advance Tabco model PS-12-120
  - 2. Secured to wall with bolts through welded brackets
  - 3. Plated pot hooks.
  - 4. Coated with FDA approved material
  - 5. Provide with the following:
    - a. 120" length
    - b. (9) Hooks
  
- N. Item No. K-14- Wall Mounted Utility Shelf- (Three Required)
  - 1. Advance Tabco model WS-12-72-16
  - 2. Adjustable wall brackets to accommodate stud placement
  - 3. Furnished with a 1-5/8" bullnose edge with a 1-1/2" tum-up edge at rear. Ends are turned down square.
  - 4. Secured to wall with bolts through support brackets
  - 5. Provide with the following:
    - a. 16 Ga. Stainless Steel
    - b. Dimensions of 12"x72"

- O. Item No. K-15- Preparation Table *w/* 3 Tiered Shelves *S/S* Undershelves (Mobile) (One Required)
1. Advance Tabco model KMSLAG-308/TA-2551SHD-2020
  2. Sound deadened top surface
  3. Under shelf installed with clamps to avoid exposed nuts and bolts
  4. Top is furnished with 1-518" square bend on sides and 1-518" sanitary rolled rim on front with 5" rear splash
  5. Provide with the following:
    - a. Overall dimensions of: 30"x96"
    - b. Weight capacity of 166 lbs.
    - c. 3 tier drawers measuring 20"x20"x5"
    - d. Upgrade set of 4 casters, 2 casters with breaks
- P. Item No. K-16- Wood Top Bakers Table *w/* *S/S* Undershelves- (Mobile) (One Required)
1. Advance Tabco model BS-306
  2. Laminated 1-314" thick hard wood top with 4" covered corner risers.
  3. Gussets welded to support channels.
  4. Provide with the following:
    - a. Aluminum die cast "leg-to-shelf" clamps
    - b. 18 gauge stainless steel shelf
    - c. 1-518" diameter tubular stainless steel legs
    - d. Overall Dimensions of: 30"x72"
- Q. Item No. K-17- Preparation Table *w/* Double Sink *S/S* Undershelves- (One Required)
1. Advance Tabco model DL-30-72
  2. Supply is 112" hot and cold with faucet holes in 4" centers
  3. Waste drain is stainless steel, 1-112" IPS
  4. Top is 14 gauge stainless steel type "304, shelf is 18 gauge stainless steel type "430"
  5. Sinks welded to top
  6. Provide with the following:
    - a. Overall Dimensions of: 30"x72"
- R. Item No. K-18- 3 Compartment Dish Table *w/* *S/S* Undershelves- (One Required)
1. Advance Tabco model DTC-3-2020-120R
  2. 3 compartment sinks
  3. 16 gauge stainless steel construction
  4. 10-112" extra large backsplash
  5. Provide with the following:
    - a. Overall Dimensions of: 30"x119"
    - b. Sink Size: 20"x20"x12"
    - c. Drainboard Size: 39"
- S. Item No. K-19- Equipment Stand *w/* *S/S* Undershelves- (Mobile) (Two Required)
1. Advance Tabco model EG-LG-305-X/TA-25EG-X
  2. Top is sound deadened and polished
  3. Adjustable undershelf
  4. 18 gauge type "430" series stainless steel

- a. Provide with the following:
    - i. Overall dimensions of: 30"x60"
    - ii. Include optional set of 4 casters, 2 casters with breaks
  
- T. Item No. K-20- Sink Preparation Table w/ S/S Undershelves- (One Required)
  - 1. Advance Tabco model KMS-11B-306R
  - 2. 16"x20"x12" stainless steel sink bowl
  - 3. Sound deadened top
  - 4. Top is 16 gauge stainless steel type "304" series, shelf is 18 gauge stainless steel type "430" series, and legs are 1-5/8" diameter, tubular stainless steel with stainless steel gussets and 1" adjustable stainless steel bullet feet
  - 5. Provide with the following:
    - a. Sink on the right side
    - b. Overall Dimensions of: 30"x72"
  
- U. Item No. K-21 -Poly Top Work Table w/ S/S Undershelves- (Mobile) (One Required)
  - 1. Advance Tabco model SPS-309
  - 2. Adjustable undershelf
  - 3. 12 gauge stainless steel type "304" series support members
  - 4. 1-5/8" dia. Tubular 16 gauge type "304" series stainless steel with stainless steel gussets and 1" adjustable stainless bullet feet.
  - 5. Top is thick reversible cutting surface
  - 6. Provide with the following:
    - a. Overall dimensions of: 30"x108"
    - b. 18 gauge 6" backsplash
  
- V. Item No. K-22- Disposal- (Three Required)
  - 1. Red Goat model A3P-R4/RAC2-7L-RS-EM-PF
  - 2. Adjustable feet from 0"-2"
  - 3. Connects to cone or sink assembly by means of a neoprene isolation sleeve and stainless steel clamps
  - 4. Reversing, continuous duty, 1725 RPM motor
  - 5. 208 volts
  - 6. 2" drain line with trap
  - 7. Provide with the following:
    - a. 4-1/2" throat
    - b. 3 HP
    - c. 3PH
    - d. Automatic reversing magnetic controls
      - i. Remote start/stop switch
      - ii. Positive flush
      - iii. Electricity and water saver
  
- W. Item No. K-23- Sanitizing Compartment Heater- (One Required)
  - 1. Hatco Corporation model 3CS2-9B
  - 2. "Free-Flow" technology to circulate hot water with convection
  - 3. Stainless steel front, powdercoated body, low-water cut-off, and electronic temperature control
  - 4. 208 volt

5. Provides a continuous supply of sanitizing rinse water at 180°F
  6. Provide with the following:
    - a. Stainless Steel Body and Base
    - b. Auto-fill Solenoid
    - c. Remote Mounted Control
- X. Item No. K-24- Sanitizing Compartment Spray Rinse Heater w/ S.S. Body and base, S.S. Floor Mount- (One Required)
1. Hatco Corporation model C9
  2. 10 year limited warranty
  3. 208 volts
  4. Slide brackets for mounting under a dishtable
  5. Swing-away front panels with low-water cut-off, control fuses and transformer
- Y. Item No. K-25- Ice Machine w/ Filtration (One Required)
1. Scotsman Model N1322W-32/BH1.1OBB-ASSM2-P/KVS
  2. Dimensions 22" x 24" x 27"
- Z. Item No. K-26- Silverware and Tray Cart (One Required)
1. Cambro Model# TC1418
  2. Dimensions 32 3/8" x 21 1/4" x 45 1/2"
- AA. Item No. K-27- Non Insulated Heated Holding and Proofing Cabinet- (Mobile) (One Required)
1. Vulcan model VP18
  2. 120 volts
  3. Space for eighteen 18"x26" pans or thirty-six 12"x20" pans
  4. Interior pan adjustable to 3" centers
  5. 20 gauge polished stainless steel cabinet
  6. Provide with the following:
    - a. (4) 5" swivel casters
    - b. (2) casters with breaks
    - c. (10) tray slides
    - d. 1/2 gallon pan for proofing, drip trough, and removable condensation pan
- BB. Item No. K-28- Non Insulated Heated Holding and Proofing Cabinet- (Mobile) (One Required)
1. Vulcan model VHF49
  2. 120 volts
  3. Space for nine 18"x26" pans or eighteen 12"x20" pans
  4. 20 gauge polished stainless steel cabinet
  5. Thermostat adjustable temperature up to 190°F
  6. Provide with the following:
    - a. (4) 5" swivel casters
    - b. (2) casters with breaks
- CC. Item No. K-29 – Mixer- (One Required)
1. Hobart model HL600-SS-B-C-D-ED-P-I-BOWL TRUCKIGUARD/SCRAPERICHUTE
  2. Heavy duty 2.7 HP motor

3. 240 volts
  4. Four speed mixer
  5. Single point swing-out bowl installation
  6. Open base with stainless steel bowl guard
  7. Provide with the following:
    - a. Stainless Steel Bowl
    - b. Flat Beater
    - c. Wing Whip
    - d. Wire Whip
    - e. Dough Hook
    - f. Pastry Knife
    - g. Heavy Duty Wire Whip
    - h. Bowl Truck
    - i. Bowl Scraper
    - j. Bowl Guard
    - k. Ingredient Chute
- DD. Item No. K-30- Connectionless Steamer- (One Required)
1. Panasonic model NE-2180
  2. Stainless Steel cabinet with top and bottom energy feed
  3. Digital display, 8 programmable memory pads, 3 stage cooking, 5 power levels
  4. 4 magnetrons
  5. 208 volts
  6. See-through oven door
  7. Holds two 4" tall, full-size steam table pans and covers
  8. Provide with the following:
    - a. Overall Dimensions of:25-9/16"x20-3/4"x18-9/16"
- EE. Item No. K-31 – Blender- (One Required)
1. Blendtec Professional 800
  2. 3.8 peak horsepower motor
  3. 11 speed capacitive touch slider
  4. Dimensions: 8-1/2"x17-1/4"x9"
  5. 120 volts
- FF. Item No. K-32- Automatic Slicer- (One Required)
1. Vollrath model 40902-SLR7312/N-40806-40807
  2. Non-stick coating
  3. 12" medium duty blade
  4. 110 volts
  5. 5 ft cord
  6. Provide with the following:
    - a. Slicer food chute
    - b. Frozen food blade
- GG. Item No. K-33 Cutter Mixer- (One Required)
1. Vollrath model 40826-BCA7003
  2. Suitable for continuous chopping, mixing, or blending
  3. Removable "S" blade with safety cut off switch
  4. Constant RPM and clear lid
  5. 110 volts
  6. 1/3 HP

- HH. Item No. K-34- Convection Oven- (One Required)
1. Vulcan model SG44
  2. Double section gas convection oven
  3. 60,000 BTU/hr burner per section
  4. Two interior lights per section
  5. Interior measurements: 29"x22-1/8"x20"h per section
  6. 120 volts
  7. Five nickel plated oven racks with eleven rack positions per section
- II. Item No. K-35- Braising Pan/Tilting Skillet- (One Required)
1. Cleveland Range model SGL-40-T1-PT2-TD2SK-SPS14-PCS-VS- PRS-S-PP-CP-PCB-T1-CST1
  2. 40 gallon open frame
  3. 160,000 and 200,000 BTU
  4. 12 gauge stainless steel "304" series
  5. Spring assisted cover with full width handle and vent
  6. AGA, CSA, CE, and NSF approved
  7. 120 volts
  8. Provide with the following:
    - a. Power tilt with manual override
    - b. 2" tangent draw-off valve, left side
    - c. Double pantry faucet
    - d. Pan Carriers
    - e. Vegetable Steamer Baskets
    - f. Hot & cold water pre-rinse spray head with hose
    - g. Poaching Pans
    - h. Protective Control Cover
    - i. Caster, 2 swivel, 2 locking
- JJ. Item No. K-36- Counter Tilting Kettle w/ Table- (One Required)
1. Vulcan model K6ETT(2)-VEKT50/66(1)
  2. 208 volts
  3. Ellipsoidal bottom kettle liner formed and fully welded type "316" and type "304" stainless steel exterior
  4. Stainless steel handle is removable with two tilt positions of upright and 1000
  5. 6 gallon capacity
  6. Provide with the following:
    - a. (2) of the above mentioned kettles
    - b. (1) Electric counter kettle & braising pan table
- KK. Item No. K-37- Heavy Duty Gas Range- (One Required)
1. Vulcan model V6B36B
  2. 6 burners with a cabinet base
  3. Stainless steel front, front top ledge, burner box, sides, base, and stub back
  4. 4" Stainless steel stub riser
  5. 6" adjustable legs
  6. 33,000 BTU/hr open top burners with lift off heads
  7. 50,000 BTU/hr standard oven burner
  8. 32,000 BTU/hr convection oven burner

- LL. Item No. K-38- Boilerless Combi Oven Steamer- (One Required)
1. Vulcan model ABC7G-NAT/CB30K-SYSTEM
  2. 120 volts
  3. Accurate humidity control
  4. Continuous timer for up to 23:59 hours and minutes
  5. 3 knobs for: temperature, time, humidity
  6. Provide stand accessory STAND-ABC/55
  7. Provide with the following:
    - a. Hollow carbon filter system rated for 30,000 gal
- MM. Item No. K-39- High Capacity Dishwasher (One Required)
1. American Dish Service Model SAG-S
  2. Tank Capacity 3.2 gallons per min.
  3. Dimensions 49"W X 34"D X 71.25"H
- NN. Item No. K-40- Heated Reach In Holding Cabinet- (Mobile) (One Required)
1. Traulsen model RHF232WP-FHS
  2. 208 volts
  3. Stainless steel exterior and Interior
  4. Half length stainless steel doors with locks
  5. Three adjustable wire shelves per section supported on pilasters
  6. Ducted fan air distribution system
  7. 2-section half length doors
  8. Provide with the following:
    - a. Set of four 6" high casters in Lieu of legs
- OO. Item No. K-41 -Refrigerated Reach In Holding Cabinet- (Mobile) (One Required)
1. Traulsen model RHT232WPUT-FHS
  2. 115volts
  3. Stainless steel exterior & interior
  4. Self-contained refrigeration system using R-134a
  5. Three adjustable wire shelves per section
  6. Non-electric condensate evaporator
  7. Stainless steel one-piece louver assembly
  8. Provide with the following:
    - a. Set of four 6" high casters in Lieu of legs
- PP. Item No. K-42- Reach In Refrigerator- (Mobile) (Two Required)
1. Traulsen model RHT232WUT-HHS
  2. 115volts
  3. Stainless steel exterior and interior
  4. Half length glass doors
  5. Self contained refrigeration system using R-134a
  6. Three adjustable wire shelves per section
  7. Thermostatic expansion valve metering device
  8. Stainless steel one-piece louver assembly
  9. Provide with the following:
    - a. Set of four 6" high casters in Lieu of legs
- QQ. Item No. K-43- Hot Food Counter- (Mobile) (One Required)
1. Multiteria model Essence-HLS72
  2. 208 volts
  3. 34" height
  4. Provide with the following:

- a. Mfgs standard Laminate exterior panels
- b. Stainless steel countertop
- c. Operator service
- d. 6" adjustable height NSF casters
- e. Food shield (Standard Cafeteria Style)
- f. 8" Stainless steel work ledge with fold-down brackets
  
- g. Stainless steel runner tray trail customer side
- h. Hinged Doors with locks

RR Item No. K-44- Cold Food Counter- (Mobile) (One Required)

- 1. Multiteria model Essence-CLS72
- 2. 115volts
- 3. 34" height
- 4. Provide with the following:
  - a. Mfgs standard Laminate exterior panels
  - b. Stainless steel countertop
  - c. Operator service
  - d. 6" adjustable height NSF casters
  - e. Food shield (Standard Cafeteria Style)
  - f. Stainless steel runner tray trail
  - g. Hinged Doors with locks

SS Item No. K-45- Hot Food Counter- (Mobile) (One Required)

- 1. Multiteria model Essence-HLS42
- 2. 208 *volts*
- 3. 34" height
- 4. Provide with the following:
  - a. Mfgs standard Laminate exterior panels
  - b. Stainless countertop
  - c. Operator service
  - d. 6" adjustable height NSF casters
  - e. Food shield (cafeteria style Standard)
  - f. 8" Stainless steel work ledge with fold-down brackets
  - g. Stainless steel runner tray trail customer side
  - h. Hinged Doors with locks

TT Item No. K-46- Cold Food Counter- (Mobile) (One Required)

- 1. Multiteria model Essence-CLS48
- 2. 115volts
- 3. 34" height
- 4. Provide with the following:
  - a. Mfgs standard Laminate exterior panels
  - b. Stainless steel countertop
  - c. Operator service
  - d. 6" adjustable height NSF casters
  - e. Food shield (cafeteria style Standard)
  - f. 8" Stainless steel work ledge with fold-down brackets
  - g. Stainless steel runner tray trail customer side
  - h. Hinged Doors with locks

UU. Item No. K-47- Clean Dish Table (One Required)

- 1. Advance Tabco Model DTC-K70-60R
- 2. Standard Series 59" Length 16 GA. 304 Stainless Steel

- VV. Item No. K-48- Soiled Dish Table (One Required)  
 1. Advance Tabco Model DTS-S70-84L  
 2. DTA-53/DTA-84/K-460/K-550/K-440
- WW. Item No. K-49- Clean Tray Rack (Three Required)  
 1. Metromax Model PR48VX4  
 2. Mobile Unit 24" X 48" X 68"H
- XX. Item No. K-50- Cashier Counter- (Mobile) (One Required)  
 1. Multiteria model Essence-CS30  
 2. 120 volts  
 3. 34" height  
 4. Provide with the following:  
 a. Mfgs standard Laminate exterior panels  
 b. Stainless steel countertop  
 c. 6" adjustable height NSF casters  
 d. Stainless steel runner tray trail customer side  
 e. Locking counter drawer  
 f. Locked doors with louvers
- YY. Item No. K-51 -Wall Hung Wire Sorting Shelf- (Mobile) (One Required)  
 1. Advanced Tabco Model EC-1854/AB2-18/ABM2-18/SB -18
- ZZ. Item No. K-52- Reach in Refrigerator- (Mobile) (One Required)  
 1. Traulsen model RHT232WUT-FHS  
 2. 115volts  
 3. Stainless steel exterior & Interior  
 4. Self-contained refrigeration system using R-134a  
 5. Self-closing doors with stay open feature  
 6. Fluorescent lights with exterior ON/OFF switch  
 7. Controllable anti-condensate door perimeter heaters  
 8. Three adjustable wire shelves per section, supported on pilasters  
 9. Provide with the following:  
 a. Set of four 6" high casters in lieu of legs  
 b. Sliding glass door locks
- AAA. Item No. K-53- Dual Access Forced Air Milk Cooler- (Mobile) (One Required)  
 1. Beverage Air model STF58  
 2. 115 volts  
 3. Dual-access, twin top, forced-air milk coolers are designed to hold milk between 36°F to 38°F  
 4. Holds 16 milk cases  
 5. Swivel casters  
 6. Cylinder lock  
 7. Bottom drain  
 8. Exterior thermometer  
 9. Foamed-in-place CFC and HCFC-free polyurethane insulation
- BBB. Item No. K-54 Walk-In Cooler/Freezer- (One Required)  
 1. Master-Bilt or Thermo-Kool  
 2. Constructed and arranged as shown on drawings and specified herein.

3. Provide with the following:
  - a. Overall exterior dimensions: Approximately 14'-0" wide x 18'-0" deep x 9'-0" high.
  - b. Interior dimensions (Approximate)
    - i. Freezer: 14'-0" wide x 9'-0" deep x 8'-8" high
    - ii. Cooler: 14'-0" wide x 9'-0" deep x 8'-8"
  - c. Metal Finishes
    - i. Exterior: 22 gauge galvanized steel top, rear and ends; front shall be 26 gauge stucco embossed galvanized steel with baked -on site enamel
    - ii. Interior: walls and ceiling to be 26 gauge galvanized steel with baked-on white enamel (lead free) finish; floor to be 14 gauge galvanized steel
  - d. Floor construction: Panels shall be fabricated similar to wall and top panels and designed to withstand uniformly distributed stationary loads of 600 lbs./sq. ft. Floor will be recessed and covered by quarry tile and grout
  - e. Insulation to be 4" thick rigid urethane, foamed in place to inner surface of metal pans. Urethane foam to have a thermal conductivity of not more than 0.118 BTU/hr/sq.ft./EF/inch; and an overall coefficient of heat transfer of not more than .029 ("R" shall be 34). Panels shall bear factory mutual label certifying compliance of ASTM E-84
  - f. Door: Two (2) 34"x76" doors (one in each compartment) each with vaporproof light fixture, safety release, field service box, door gasket, wiper gasket, threshold heater, 14-1/2"x23" peep window, 4-1/2" dial thermometer, stainless steel kick plates, cam-lift polished chrome hinges, breakaway latch hydraulic door closer, and pilot light switch assembly
  - g. Pressure relief vent
  - h. Audio-visual temperature alarm
  - i. Trim strips between cooler/freezer walls and building walls
  - j. Refrigeration Systems:
    - i. Freezer: Tecumseh or Copeland, 5.5 hp, 208/230 volt, three phase condensing unit (27.5 FLA), and Bohn evaporator with five 1/15 hp, 208/230 volt, single phase fans with PSC motors, 5.0 FLA, and one 4.0 kw (19.6 FLA), 208/230 volt, three phase defrost heater with control kit
    - ii. Cooler: Copeland or Tecumseh, 1.5 hp, 208/230 volt, three phase condensing unit (9.4 FLA) and

A Renovation & Addition Project for:

Barkdull Faulk Elementary School  
Monroe, Louisiana

Bohn evaporator with two 1/15 hp, 3.6 amp. 115 volt single phase fans with PSC motors.
  - k. Drain lines: all evaporator coils shall be provided with proper sized lines, supplied and field installed by FSFEC. Drains shall be trapped outside of walk-in. Freezer drain shall be heated and insulated to prevent freezing. All plumbing to be in accordance with applicable codes
  - l. NSF Construction: Walk-ins and refrigeration systems 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

- iii. Accessories to include low ambient kits and weatherproof housings; refrigeration piping installation as specified in division 15, section A15183 "Refrigeration Piping" of specifications.
  
- m. Installation, Operation and Maintenance Instructions:  
Each walk-in shall be supplied with a complete set of installation, operation and maintenance instructions to cover erection of walk-in, installation of refrigeration systems, operating procedures and routine maintenance schedule.
- n. Lighting: Two (2) vaporproof light fixtures, with bulb, in each freezer compartment; two (2) in the cooler
- o. Warranties
  - i. The Owner shall be furnished with the manufacturer's written and registered warranty certificates covering both the walk-in structure and the refrigeration system. The manufacturer shall warrant that any part of the installed walk-in (for a period of ten years) and any part of the refrigeration system (for a period of five years) and their related accessories are free from defects in material or workmanship under normal use and service, from date of project substantial completion at this site and for the original Owner.
  
  - ii. The warranties shall not apply to equipment which has been subjected to any accident, abuse, misuse or improper installation; and shall not include any labor charges for replacement or repair of defective parts or of refrigerants. Further, the installer shall warrant his work to include labor charges for a period of one year following initial start-up of the refrigeration system; this service to include only adjustments and reasonable requirements not normally expected to be routine Owner responsibility

## PART 3- EXECUTION

### 3.01 INSPECTION

- A. Inspect all shop drawings and equipment submittals to verify that there are no conflicts with documents published by Architect.
  
- B. FSFEC responsible for verifying all dimensions, quantities, construction details, finishes, sizes, etc.
  
- C. Field check locations and sizes of all rough-ins prior to installation of floors, walls and ceilings to verify that all required rough-ins are provided and that they are in the correct location and where shown on FSFEC's drawings.

1. FSFEC shall take action as required to correct all errors or omissions prior to installation of floors and finished surfaces.
2. Do not proceed until all positions and equipment are verified or any adjustments in equipment location is approved by Architect.
3. During actual roughing-in of services, per FSFEC's drawings, the FSFEC's supervisor shall be available at the project site within twenty-four (24) hours after requested by any contractor involved in roughing-in, or by Architect.

### 3.02 INSTALLATION OF FOOD SERVICE EQUIPMENT

- A. Unload, uncrate, assemble, set in place, level and adjust all food service equipment. Properly tag parts
- B. Erect equipment at job site in full compliance with current rules and regulations of the Louisiana State Board of Health.
- C. Remove tags, labels, stickers, protective coatings and markings from equipment. Wash with soap and water and rinse clean. Clean up debris immediately upon completion of installation and remove from premises.
- D. Provide a competent foreman at job site to supervise placing and erection of equipment, and to coordinate with other trades in reference to connections at time of installation. Deliver plumbing and electrical parts, furnished loose and specified under individual items as part of kitchen equipment, to installing trades.
- E. Provide clips and angles necessary for wall mounting of equipment.
- F. Prior to installation of equipment, provide to installing trades anchor bolts, flanges, sleeves, wall hangers and other items to be embedded in concrete or built into structure. Coordinate installation.
- G. Repair finishes marred during handling and installation or replace if required by the Architect.

### 3.03 TESTING AND CALIBRATION

- A. After completion of final connections, calibrate and test equipment for proper operation. Make necessary adjustments and retest. Repair or replace equipment as required.

### 3.04 DEMONSTRATION

- A. Comply with Division 15 Sections, "Operation and Maintenance Manuals" and "Demonstration and Training".
- B. Demonstrate use of equipment to Owner's personnel and instruct them in the proper operation and maintenance procedures. Spend such time as necessary until Owner is satisfied as to personnel's familiarity with equipment and ability to operate and maintain it. Furnish Architect a letter from the Owner certifying such satisfaction.

K1	#10 CAN SHELVING (MOBILE)	ADVANCE TABCO - CR10-162M	2
K2	36"x24" DRY STORAGE SHELVING (MOBILE)	CAMBRO - CSUR44367/CSCTL/CSRDB/CSFT242/CSFT362	8
K3	48"x24" DRY STORAGE SHELVING (MOBILE)	CAMBRO - CSURS44487/CSCTL/CSRDB/CSFT242/CSFT482	10
K4	36"x24" DUNNAGE RACK	ADVANCE TABCO - DUN-2036C	8
K5	MANUAL CAN OPENER	EDLUND - G-2CL	2
K6	UTILITY CART (MOBILE)	ADVANCED TABCO - UCS-3-2433	3
K7	UTILITY CART (MOBILE)	ADVANCED TABCO - UCS-1	2
K8	SHELF INGREDIENT BIN	RUBBERMAID - 9G57	6
K9	SHELF INGREDIENT BIN	RUBBERMAID - 9G58	4
K10	SHELF INGREDIENT BIN W/ WALL MOUNTED SHELF	RUBBERMAID - 9G60/9G81	10
K11	INGREDIENT BIN CART (MOBILE) W/ INGREDIENT BINS	RUBBERMAID - 9G80/(8)9G60/(8)9G57/(2)9G58	2
K12	ENCLOSED PAN CABINET (MOBILE)	ADVANCED TABCO - EPC-40/RA-21/RA- 22/RA-23/18-8P-26 (60)	2
K13	WALL MOUNTED POT RACK	ADVANCED TABCO - PS-12-120	1
K14	WALL MOUNTED UTILITY SHELF	ADVANCED TABCO - WS-12-72-16	3
K15	PREPARATION TABLE W/ 3 TIERED DRAWERS S/S · UNDERSHELVES (MOBILE)	ADVANCED TABCO - KMSLAG 308/TA-258/S- 2020	1
K16	WOOD TOP BAKERS TABLE (MOBILE)	ADVANCED TABCO - BS-306	1
K17	PREPARATION TABLE W/ DOUBLE SINK S/S UNDERSHELVES	ADVANCED TABCO - KMS-11B-306R	1
K18	3 COMPARTMENT DISH TABLE W/ S/S UNDERSHELVES	ADVANCED TABCO - 93-42-48-36R	1
K19	EQUIPMENT STAND W/ S/S UNDERSHELVES (MOBILE)	ADVANCED TABCO - EG-LG-305-X/TA-25EG-X	2
K20	SINK PREPARATION TABLE W/ S/S UNDERSHELVES	ADVANCED TABCO - KMS-11B-306R	1
K21	POLY TOP WORK TABLE W/ S/S UNDERSHELVES (MOBILE)	ADVANCED TABCO - SPS-247	1
K22	DISPOSAL	RED GOAT - A3P-R4/RAC2-7L-RS-EM-PF	3
K23	SANITIZING COMPARTMENT HEATER	HATCO CORPORATION - 3CS2-9B	1
K24	SANITIZING COMPARTMENT SPRAY RINSE HEATER W/ S.S.BODY AND BASE, S.S. FLOOR MOUNT	HATCO CORPORATION - C9	1
K25	ICE MACHINE W/ FILTRATION	SCOTSMAN - N1322W-32/BH1100BB- A/SSM2-P/KVS	1
K26	SILVERWARE AND TRAY CART (MOBILE) -	CAMBRO - 250-224	1
K27	NON INSULATED HEATED, HOLDING AND PROOFING CABINET	VULCAN - VP18	1
K28	NON INSULATED CABINET	VULCAN - VHFA9	1
K29	MIXER	HOBART - HL600-SS-B-C-D-ED-P-I-BOWL TRUCK-BOWL GUARD-SCRAPER-INGREDIENT CHUTE	1

K30	CONNECTIONLESS STEAMER	PANASONIC - NE-2180	1
K31	BLENDER	BLENDETEC - PROFESSIONAL 800	1
K32	AUTOMATIC SLICER	VOLLRATH - 40902-SLR7312/N-40806-40807	1
K33	CUTTER MIXER	VOLLRATH - 40826-BCA7003	1
K34	CONVECTION OVEN	VULCAN - SG44	1
K35	BRAISING PAN/TILTING SKILLET	CLEVELAND RANGE -SGL-40-T1-PT2-TD2SK-SPS14 PCS-VS-PRS-S-PP-CP-PCB-T1-CST1	1
K36	COUNTER TILTING KETTLE W/ TABLE	VULCAN - K6ETT(2)-VEKT50/66(1)	1
K37	HEAVY DUTY GAS RANGE	VULCAN - V6B36B	1
K38	BOILERLESS COMBI OVEN STEAMER	ABC7G-NAT/CB30K-SYSTEM	1
K39	HIGH CAPACITY DISHWASHER	AMERICAN DISH SERVICE 5-AG-S	0
K40	HEATED REACH IN HOLDING CABINET	TRAULSEN RHF232WP-FHS	1
K41	REFRIGERATED REACH IN HOLDING CABINET	TRAULSEN - RHT232WPUT-FHS	1
K42	REACH IN REFRIGERATOR	TRAULSEN - RHT232WUT-HHS	2
K43	HOT FOOD COUNTER	MULTITERIA- ESSENCE - HLS72	1
K44	COLD FOOD COUNTER	MULTITERIA - ESSENCE - CLS72	1
K45	HOT FOOD COUNTER	MULTITERIA - ESSENCE - HLS42	1
K46	COLD FOOD COUNTER	MULTITERIA- ESSENCE - CLS48	1
K47	CLEAN DISH TABLE	ADVANCED TABCO - DTC-K70-60R	1
K48	SOILED DISH TABLE	ADVANCED TABCO - DTS S70 84L DTA-53/DTA-84/K-460/K-550/K-440	1
K49	CLEAN TRAY RACK (MOBILE)	METROMAX PR48VX4	1
K50	CASHIER COUNTER	MULTITERIA-ESSENCE - CS30	3
K51	WALL HUNG WIRE SORTING SHELF	ADVANCED TABCO - EC-1854/AB2-18/ABM2-18/SB-18	1
K52	REACH IN FREEZER	TRAULSEN - RHT232WUT-HHS	1
K53	DUAL ACCESS FORCED AIR MILK COOLER	BEVERAGE AIR - STF58	1
K54	WALK IN COOLER (9'X14')/WALK IN FREEZER (9'X14')	MASTER BILT - AS PER DRAWINGS AND SPECS	1

**BIDDER QUALIFICATION  
(FORM OF BUSINESS ORGANIZATION).**

The form of business organization under which this bid is submitted is as follows:

A CORPORATION incorporated under the laws of the State \_\_\_\_\_ and (is) (is not) authorized to do business in the State of Louisiana.

A PARTNERSHIP Name of Partners: \_\_\_\_\_

AN INDIVIDUAL trading and doing business under a name and style other than his own.

The Owner's Name is: \_\_\_\_\_

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of sixty calendar days following the date of submission.

(Please Type or Print Below)

LEGAL NAME OF BIDDER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

CONTACT PERSON TITLE \_\_\_\_\_

CONTRACTOR LICENSE NUMBER \_\_\_\_\_

AUTHORIZED REPRESENTATIVE (SIGNATURE) \_\_\_\_\_

NAME (TYPE/PRINTED) \_\_\_\_\_

TITLE OF SIGNER \_\_\_\_\_

DATE BID SIGNED \_\_\_\_\_

ACKNOWLEDGE OF ANY ADDENDA RECEIVED:

ADDENDUM NO, \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO, \_\_\_\_\_ DATE \_\_\_\_\_

## DEBARMENT

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the previous page 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 it 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

---

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.10, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

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

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number of Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Vendors: Please complete, sign and return with bid. This form is used for all bids over \$25,000.*

**2. BUY AMERICA REQUIREMENTS**

**Public Law 105-336 – 104(d)**

**NSLA 42 USC 1760(n) -12(n)**

**7 CFR 210.21 and 220.16**

**Applicability to Contracts**

The Buy America requirements apply to recipient agencies participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States to buy food produced in the United States when buying with Federal funds. While the 1987 legislation allowed certain limited exceptions to the “domestic origin” requirement, the new legislation is specific in requiring schools, to the maximum extent practicable, to purchase product of domestic origin.

As defined in the legislation, a domestic food commodity is an agricultural commodity (for example, red meat, chicken, fruit, vegetable, or grain) that is produced in the United States. A domestic food product is processed in the United States substantially using domestic agricultural commodities. Substantially means that over 51 percent of the processed food comes from American produced products. Regulations implementing these requirements (at 7 CFR 210.21 and 220.16) were published on September 20, 1999.

**Flow Down**

Occasionally, a significant price difference between U.S. and foreign product may tempt a School Food Authority to purchase the cheaper foreign product. However, this price difference could be attributable to price-distorting subsidies of a foreign government. For example, recent imports of cheap, subsidized canned peaches from the European Union have displaced sales of domestic canned peaches. The U.S. Government is considering action to address this practice, including placing canned peaches from the European Union on a list of products subject to 100 percent tariffs.

**Mandatory Clause/Language**

A report of the language accompanying the Agriculture Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the Buy American provision.

**Buy America** - The contractor agrees to comply with the maximum extent practicable according to the Buy American provisions which include:

The Buy American clause on all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.

Contractor performance

Requiring supplier to certify the origin of the product;

Produce packaging for identification of the country of origin; and

Provide specific information about the percentage of U.S content in the food product.

7 CFR 210.21 and 220.16, which provide that Federal funds may not be obligated unless A domestic food product is processed in the United States, unless a waiver has been granted by USDA or the product is subject to a general waiver. General waivers are as listed in Bulletin 1196 Chapter 15 §1521:

The recipients have unusual or ethnic food preferences that can be met only through purchases of products not produced in the United States.

The products are not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.

The cost of the domestic produced food products is significantly higher than the cost of the similar foreign products.

A bidder or offeror must submit to the SFA recipient the appropriate Buy America certification (below) with all bids or offers on SFA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of domestic food products.**

*Certificate of Compliance with 42 U.S.C. 1760(n)*

The bidder or offeror hereby certifies that it will meet the requirements of 42 U.S.C. 1760(n) and the applicable regulations in Bulletin 1196, §1521.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 42 U.S.C. 1760(n)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 42 U.S.C. 1760(n), but it may qualify for an exception pursuant to Bulletin 1196,

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Buy American Provision**

Public Law 105-336-104(d) NSLA 42 USC 1760(n)-12(n) 7CFR 210.21 & 220.16 requires School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

We require that suppliers certify the percentage of U.S. content in products supplied to us that do not meet the above definition. If you are unable or unwilling to make such certification, we will not purchase from you.

**Certification Compliance**

The bidder hereby certifies that it will meet the requirements of 105-336-104(d) NSLA 42 USC 1760(n)-12(n) 7CFR 210.21 & 220.16

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 105-336-104(d) NSLA 42 USC 1760(n)-12(n) 7CFR 210.21 & 220.16

List items and per cent of U. S. content

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

( **Buy American Provision (7 CFR Part 210.21)**

The FSMC shall comply with the *Buy American* Provision for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The FSMC is required to purchase, to the maximum extent practicable, domestic commodities and products.

*Prohibited Expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the Buy American Provision

(d) *Buy American-(1) Definition of domestic commodity or product.* In this paragraph (d), the term 'domestic commodity or product' means-

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) *Requirement.* (i) *In general.* Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) *Limitations.* Paragraph (d)(2)(i) of this

section shall apply only to-

(A) A school food authority located in the contiguous United States;

and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>  _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subaward, e.g., the first subaward of the prime to the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the US Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant award contract number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1996 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include his/ her address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Certificate of Independent Price Determination

Both the school food authority and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Name of Vendor	Monroe City School Board Name of School Food Authority
----------------	---

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, 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 a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

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

(B) Each person signing this offer on behalf of the Vendor certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within the 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 person 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 he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follow:

Signature of Vendors	Title	Date
Authorized Representative		

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's	Supervisor CNP Title	Date
Authorized Representative		

Note: Accepting a bidder's offer does not constitute award of the contract.

\* This document will accompany all future bids affecting the Monroe City School Food Services Department.

**Contracting with small and minority businesses, women's business enterprises,  
<' and labor surplus area firms (2 CFR Part 200.321).**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33  
u.s.c. 1251-1387),**

( as amended-Contracts afld sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387}. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) Appendix II of 2 CFR Part 200(G).

### **Equal Employment Opportunity Provision**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance With Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319 CFR: part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor." Appendix 11 of 2 CFR Part 200(E)

### **DAVIS-BACON ACT**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Rights to Inventions: Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **PROCUREMENT OF RECOVERED MATERIALS (\$10,000+)**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Civil Rights Statement

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to

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

USDA is an equal opportunity provider, employer, and lender.