

Telephone
(931) 484-8212

CUMBERLAND COUNTY
DEPARTMENT OF FINANCE
2 North Main Street, Suite 303
Crossville, Tennessee 38555-4583

Facsimile
(931) 484-2570

Jennifer Turner, Director of Finance

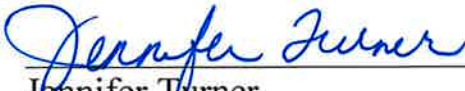
REQUEST FOR BID PROPOSALS

Sealed bids for the following item will be received by the Finance Director of Cumberland County until **October 8, 2026 at 2:00 P.M.**, local time, and publicly opened immediately thereafter on the same day:

(2) Double Stack Combi Oven's

Requirements for this procurement are attached.

Any bid received after the stated time, notwithstanding, shall be rejected. Cumberland County reserves the right to accept or reject any and/or all bids and to wave formalities and technicalities insofar as it is legally authorized to do so in the interest of the County.



Jennifer Turner,
Director of Finance



Dr. Rebecca Farley
Director of Schools

Mr. Scott VanWinkle
Board Chairman

CUMBERLAND COUNTY SCHOOL NUTRITION PROGRAM

**368 Fourth Street
Crossville, TN 38555
Phone: (931) 484-6722
Fax: (931) 484-6516**

Bidders Checklist

- ☐ Signed Acceptance Agreement w/ Non-Collusion Statement
- ☐ Signed Debarment/Suspension Certification Statement
- ☐ Signed Certificate Regarding Lobbying
- ☐ Completed and Signed Bid Document (Generated by the Vendor)
- ☐ Envelope Clearly Labeled **"Double Stack Combi Oven BID"** with Bid Opening Date.

Bid will be considered non-responsive if any of the above items are missing.

PLEASE PROVIDE 3 COPIES OF THE BID

**Cumberland County School Nutrition Program
Double Stack Combi Oven Bid
Acceptance Agreement**

We have carefully examined the General Bid conditions, and we have visited the site to fully understand the scope of the project in order to provide the Cumberland County School Nutrition Program prices for items requested.

In compliance with the bid awards and subject to all terms and conditions listed in the General Bid conditions, the undersigned offers and agrees to sell to the Cumberland County School Nutrition Program all items as quoted. It is understood that all prices quoted includes all costs associated with the project. The CCSNP is not subject to finance fees.

Statement of non-collusion

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIFES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1) The prices of this bid have been arrived independently, without collusion, consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition or as to any matter relating to price.

2) Unless otherwise required by law, the prices in this bid have not been knowingly disclosed by Bidder and will not be disclosed by Bidder directly or indirectly to any other bidder or competitor before bids are opened.

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

DATE

PARENT COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE



Certification Regarding Debarment, Suspension, and Other Responsibility Matters **Primary Covered Transactions**

AD-1047

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

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

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-6339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary 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 entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) 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.
- (10) Except for transactions authorized under paragraph (6) 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 may terminate this transaction for cause or default.

ATTACHMENT C
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Contact Form

In case of an unexpected school closing or emergency, contact the following individual:

Company: _____

Contact Name: _____

Contact number: _____

Bid Specifications:

IT IS REQUIRED THAT ALL BIDDERS REVIEW THE PROJECT ON SITE TO CONFIRM ALL BID SPECIFICATIONS AND UNDERSTAND THE FULL SCOPE OF THE PROJECTS.

Stone Memorial High School Kitchen

Item	Qty	Description
	2 ea	COMBI OVEN, ELECTRIC Vulcan Model No. ABC7E-208 OR PreApproved Equal Combi Oven/Steamer, electric, boilerless, (7) 18" x 26" full size
	2 ea	1 year limited parts & labor warranty, standard
	2 ea	K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation
	2 ea	208v/60/3-ph, 50 amps, 18kW (field convertible to 1-ph), standard
	2 ea	Filtration System
	2 ea	NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.
	1 ea	CB30K-SYSTEM Single Hollow Carbon Filter System, with 30,000 gallon capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53
	1 ea	Opted out of Reverse Osmosis System
	2 ea	ADDRACK-ABC1 Additional Grab n Go Rack wire rack shelf, (1), with cutout design, stainless steel
	1 ea	STACK-ABC/E Stacking Kit, electric, for (2) ABC7E Combi, includes: vent kit, spray hose, drip tray & casters
	1 ea	V-SPRAY V-SPRAY Standard Spray Hose Kit, provided with ABC Stand or Stacking Kits, includes: sprayer, hose, fittings, and mounting bracket

Cumberland County Culinary Class – this project should be invoiced separately. This project is being paid for by the CTE Program.

Item	Qty	Description
1	2 ea	COMBI OVEN, GAS Vulcan Model No. ABC7G-NAT OR PreApproved Equal Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, auto-reversing fan with electronic braking system, cool to touch glass door, flashing door light & audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, 80,000 BTU, 120v/60/1-ph, engineered & assembled in USA, UL EPH Classified, cULus
	2 ea	1 year limited parts & labor warranty, standard
	2 ea	K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation
	2 ea	Filtration System
	2 ea	NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.
	1 ea	CB30K-SYSTEM Single Hollow Carbon Filter System, with 30,000 gallon capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53
	1 ea	Opted out of Reverse Osmosis System
	2 ea	ADDRACK-ABC1 Additional Grab n Go Rack wire rack shelf, (1), with cutout design, stainless steel
	1 ea	STACK-ABC/G Stacking Kit, gas, for (2) ABC7G Combi, includes: vent kit, spray hose, drip tray & casters
	1 ea	V-SPRAY V-SPRAY Standard Spray Hose Kit, provided with ABC Stand or Stacking Kits, includes: sprayer, hose, fittings, and mounting bracket



ABC SERIES

Electric Boilerless Combi Oven Steamer



Model ABC7E
Shown stacked



ANSI/NSF Standard #4



SPECIFIER STATEMENT

Vulcan Combi Oven, Electric, Boilerless, 7 level full size combi, Model ABC or ABC-P. Engineered and assembled in USA. Just three knobs, no modes, only temperature, time and humidity for ultimate ease of use. Humidity level control automatically adjusts after setting temperature. Multiple cooking capabilities from one piece of equipment: Baking, Steaming, Roasting, Air-Fry, Rethermalization, Proofing, Finishing, Poaching, Stewing, Low Temp and Defrosting results. Direct steam creation for optimized cooking capability and production with minimal energy and water consumption. Auto-reversing fan with electrical braking system on fan motor. Large LED displays for temperature, time and humidity controls. Visual recall display of actual temperature and humidity LED's. Timer reloads for batch cooking after completion of timed cycle. Flashing door light & audible alarm system alert user when cooking cycle finished. Halogen door light behind heat reflective inner glass. (4) stainless steel Grab-N-Go Racks with 15½" x 3¼" cutout design for easy access to pans. Maximum capacity of (7) racks for a total of (7) 18" x 26" or (14) 12" x 20" pans. Machine diagnostics accessed thru controls or via USB. Cool to the touch & energy efficient heat reflective tempered glass door. All stainless steel cavity, top, sides & fully insulated. One year limited parts and labor warranty.

Exterior Dimensions:

Combi: 35"H x 42.2"W x 43.5"D

Stand & Combi: 63.1"H x 42.2"W x 43.5"D

Stacked Combi: 75.2"H x 42.2"W x 43.5"D

Project _____

AIA # _____ SIS # _____

Item # _____ Quantity _____ C.S.I. Section 114000

MODELS

☐ ABC7E-208

☐ ABC7E-240

☐ ABC7E-480

☐ ABC7E-208P

☐ ABC7E-240P

☐ ABC7E-480P

STANDARD FEATURES

- Engineered and assembled in Louisville, Kentucky, USA
- Just three knobs, no modes, only temperature, time and humidity
- Patent-pending humidity level control automatically adjusts after setting temperature
- Multiple cooking capabilities from one piece of equipment: Baking Steaming, Roasting, Air-Fry, Rethermalization, Proofing, Finishing Poaching, Stewing, Low Temp and Defrosting results
- Boilerless combi uses direct steam creation optimizing cooking capability & production with minimal energy & water
- Auto-reversing fan with electronic braking system on fan motor
- Large LED displays for temperature, time and humidity controls
 - Temperature range: 80-450°F
 - Timer range: continuous (---) up to 23:59 hours and minutes
 - Humidity range: 0-100%
- Visual recall display of actual temperature and humidity LED's
- Timer reloads for batch cooking after completion of timed cycle
- Flashing door light & audible alarm system alert user when cooking cycle finished
- Halogen door light behind heat reflective inner glass
- (4) stainless steel Grab-n-Go Racks with 15½" x 3¼" cutout design for easy access to pans
- Machine diagnostics accessed thru controls or via USB
- Cool to the touch & energy efficient heat reflective tempered glass door
- All stainless steel cavity, top, sides & fully insulated
- One year limited parts and labor warranty (two year K-12)
- ABC-P models include food probe and fan speed control

OPTIONS

- ☐ Hollow Carbon Filter System – Good (Suggested Minimum)
 - CB15K-SYSTEM – 15,000 gal. (carbon only treatment)
 - 0p1.5 30,000 gal. (carbon only treatment)
- ☐ Water Softening – Better (Carbon CBK System Required)
 - WS-40 – 40 lb. capacity (hard water treatment)
- ☐ Reverse Osmosis System – Best
 - V3MRO-2 up to 200 gpd capacity, double unit
- ☐ Second year extended limited parts and labor warranty contract.

ACCESSORIES (PACKAGED AND SOLD SEPARATELY)

- ☐ ADDRACK-ABC1 – (1) One additional Grab-N-Go Rack
- ☐ ADDRACK-ABC3 – (3) Three additional Grab-N-Go Racks
- ☐ 1220-BASKET – Fry Basket 12" x 20"
- ☐ ABC-HEAT – Combi heat shield
- ☐ Stands & Stacking Kits include: (1) Spray Hose and Drip Tray Kit
 - ABC-STAND – Stainless steel stand with base
 - STACK-ABC/E – Electric stacking kit for two ABC7E combis
 - STACK-ABC/CONV – Stack kit for combi/convection
- ☐ HOSEWTR-3/4BBV – s/s flex water hose 72" length, ¾" female GHT (2 per unit recommended)

ABC SERIES – Electric Boilerless Combi Oven Steamer

Approved by _____ Date _____ Approved by _____ Date _____



ABC SERIES

Electric Boilerless Combi Oven Steamer

WATER QUALITY STATEMENT

The fact that a water supply is potable is no guarantee that it is suitable for steam generation. All steam equipment is subject to contamination and failure due to chemical and mineral content found in water. A suitable Hobart Water Treatment System and regular filter replacements coupled with routine deliming is the recommended minimum. Damage as a result of poor water quality or lack of required owner/operator maintenance is the responsibility of the owner/operator.

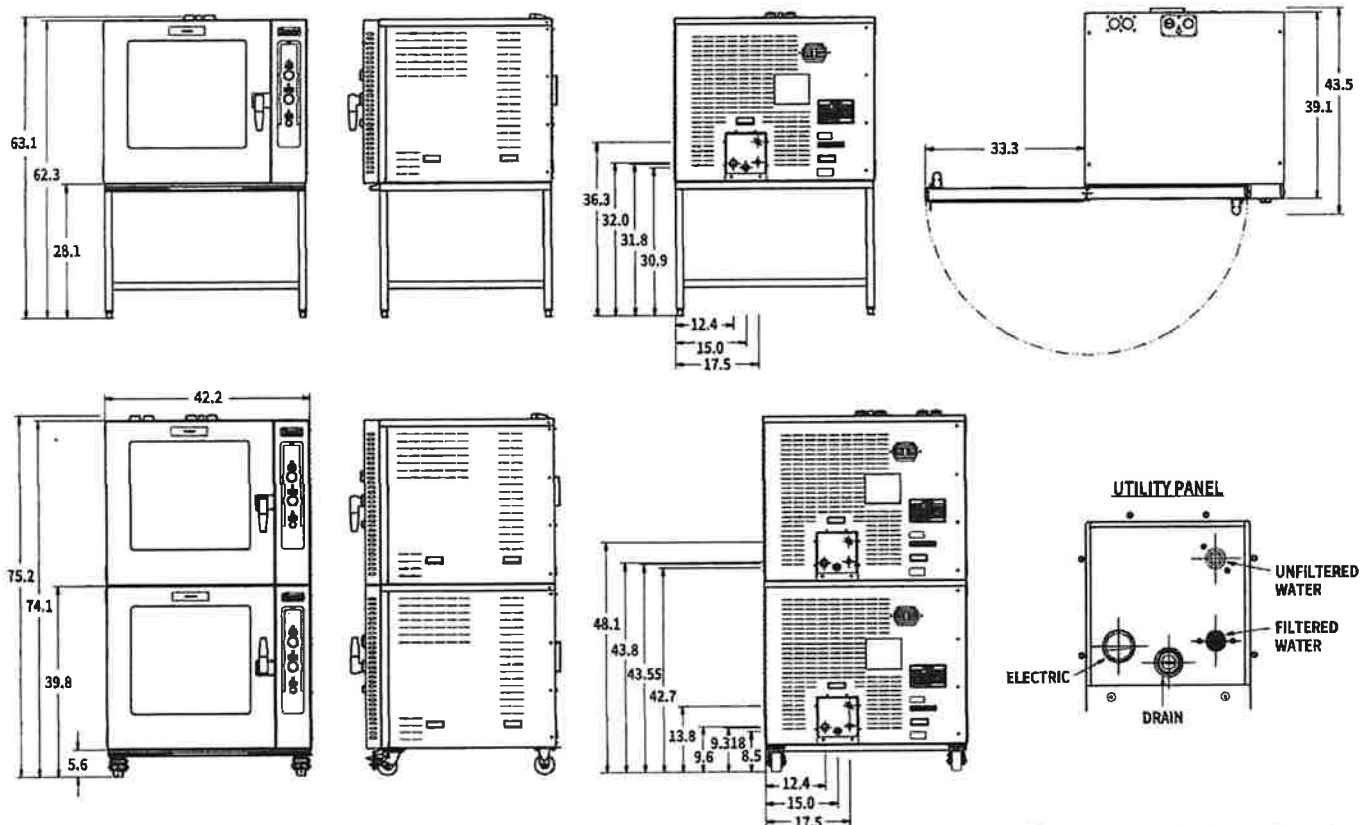
Your water supply must be within these general guidelines:

DYNAMIC WATER PRESSURE	30 - 60 psig
HARDNESS*	1 - 3 grains
SILICA	less than 13 ppm
TOTAL CHLORIDE	less than 30 ppm
pH RANGE	7-8
CHLORINE & CHLORAMINE	0 ppm
ALKALINITY	less than 20 ppm
TDS	less than 60 ppm
UN-DISSOLVED SOLIDS	less than 5 microns

* 17.1 ppm = 1 grain of hardness

Other factors affecting steam generation are iron content, amount of chlorination and dissolved gases. Water supplies vary from state to state and from locations within a state. Therefore it is necessary that the local water treatment specialist be consulted before the installation of any steam generating equipment.

INSTALLATION MANUAL



MACHINE WEIGHT: 580 lbs.

USER RESPONSIBILITY

The product must be installed, cleaned and maintained as described in the Manual furnished with the product. It is the responsibility of the owner and installer to comply with local codes.

SERVICE CONNECTIONS

Water: Filtered and unfiltered cold water line female connections into 1/4" male GHT (50-60 psi recommended for best results).

Drain: 1" Stainless steel round tube connection to be piped to open drain, 60" maximum length before open air gap and not more than two bends or elbows.

Electrical: Field wire electrical connection 1.36" or 1.69" K.O. service entrance.

Model	PH	208V		240V		480V	
		KW	Amp	KW	Amp	KW	Amp
ABC7E	1	18	86.5	24	100	-	-
	3	18	50	24	57.8	24	28.9

Amperage values in the table are nominal. Tolerance is +5/-10%. Always refer to the NEC, state and local codes.

NOTE

Clearance: Left 1", Back 4", Right 3" required, 18" recommended for service access on right side.

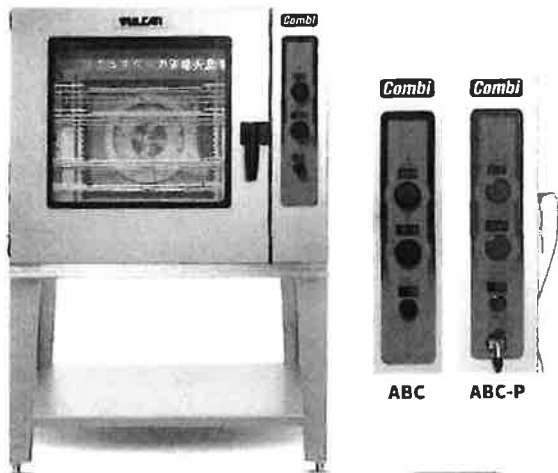
CAD and/or Revit Files Available

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



ABC SERIES

Gas Boilerless Combi Oven Steamer



Model ABC7G
Shown on stand

SELL SHEET



ANSI/NSF Standard #4



SPECIFIER STATEMENT

Vulcan Combi Oven, Gas, Boilerless, 7 level full size combi, Model ABC or ABC-P. Engineered and assembled in USA. Just three knobs, no modes, only temperature, time and humidity for ultimate ease of use. Humidity level control automatically adjusts after setting temperature. Multiple cooking capabilities from one piece of equipment: Baking, Steaming, Roasting, Air-Fry, Rethermalization, Proofing, Finishing, Poaching, Stewing, Low Temp and Defrosting results. Direct steam creation for optimized cooking capability and production with minimal energy and water consumption. Auto-reversing fan with electrical braking system on fan motor. Large LED displays for temperature, time and humidity controls. Visual recall display of actual temperature and humidity LED's. Timer reloads for batch cooking after completion of timed cycle. Flashing door light & audible alarm system alert user when cooking cycle finished. Halogen door light behind heat reflective inner glass. (4) stainless steel Grab-N-Go Racks with 15½" x 3¼" cutout design for easy access to pans. Maximum capacity of (7) racks for a total of (7) 18" x 26" or (14) 12" x 20" pans. Machine diagnostics accessed thru controls or via USB. Cool to the touch & energy efficient heat reflective tempered glass door. All stainless steel interior cooking compartment, top, sides & fully insulated. One year limited parts and labor warranty.

Exterior Dimensions:

Combi: 35"H x 42.2"W x 43.5"D

Stand & Combi: 63.1"H x 42.2"W x 43.5"D

Stacked Combi: 75.2"H x 42.2"W x 43.5"D

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

MODELS

- ☐ ABC7G-NAT ☐ ABC7G-PRO
☐ ABC7G-NATP ☐ ABC7G-PROP

STANDARD FEATURES

- Engineered and assembled in Louisville, Kentucky, USA
- Just three knobs, no modes, only temperature, time and humidity
- Patent-pending humidity level control automatically adjusts after setting temperature
- Multiple cooking capabilities from one piece of equipment: Baking, Steaming, Roasting, Air-Fry, Rethermalization, Proofing, Finishing, Poaching, Stewing, Low Temp and Defrosting results
- Boilerless combi uses direct steam creation optimizing cooking capability & production with minimal energy & water
- Auto-reversing fan with electronic braking system on fan motor
- Large LED displays for temperature, time and humidity controls
 - Temperature range: 80-450°F
 - Timer range: continuous (---) up to 23:59 hours and minutes
 - Humidity range: 0-100%
- Visual recall display of actual temperature and humidity LED's
- Timer reloads for batch cooking after completion of timed cycle
- Flashing door light & audible alarm system alert user when cooking cycle finished
- Halogen door light behind heat reflective inner glass
- (4) stainless steel Grab-n-Go Racks with 15½" x 3¼" cutout design for easy access to pans
- Machine diagnostics accessed thru controls or via USB
- Cool to the touch & energy efficient heat reflective tempered glass door
- All stainless steel cavity, top, sides & fully insulated
- One year limited parts and labor warranty (two year K-12)
- ABC-P models include food probe and fan speed control

OPTIONS

- ☐ Hollow Carbon Filter System - Good (Suggested Minimum)
 - CB15K-SYSTEM - 15,000 gal. (carbon only treatment)
 - CB30K-SYSTEM - 30,000 gal. (carbon only treatment)☐ Water Softening - Better (Carbon CBK System Required)
 - WS-40 - 40 lb. capacity (hard water treatment)☐ Reverse Osmosis System - Best
 - V3MRO-2 up to 200 gpd capacity, double unit☐ Second year extended limited parts and labor warranty contract

ACCESSORIES (PACKAGED AND SOLD SEPARATELY)

- ☐ GASKIT-ABC - Propane & altitude kit (2,000-10,000 ft.)
☐ ADDRACK-ABC1 - (1) One additional Grab-N-Go Rack
☐ ADDRACK-ABC3 - (3) Three additional Grab-N-Go Racks
☐ 1220-BASKET - Fry Basket 12" x 20"
☐ ABC-HEAT - Combi heat shield
☐ Stands & Stacking Kits include: (1) Spray Hose and Drip Tray Kit
 - ABC-STAND - Stainless steel stand with base
 - STACK-ABC/G - Gas stacking kit for two ABC7G combis
 - STACK-ABC/CONV - Stack kit for combi/convection☐ HOSEWTR-3/4BBV - s/s flex water hose 72" length, ¾" female GHT (2 per unit recommended).

ABC SERIES - Gas Boilerless Combi Oven Steamer

Approved by _____ Date _____ Approved by _____ Date _____



ABC SERIES

Gas Boilerless Combi Oven Steamer

WATER QUALITY STATEMENT

The fact that a water supply is potable is no guarantee that it is suitable for steam generation. All steam equipment is subject to contamination and failure due to chemical and mineral content found in water. A suitable Hobart Water Treatment System and regular filter replacements coupled with routine deliming is the recommended minimum. Damage as a result of poor water quality or lack of required owner/operator maintenance is the responsibility of the owner/operator.

Your water supply must be within these general guidelines:

DYNAMIC WATER PRESSURE	30 - 60 psig
HARDNESS*	1 - 3 grains
SILICA	less than 13 ppm
TOTAL CHLORIDE	less than 30 ppm
pH RANGE	7-8
CHLORINE & CHLORAMINE	0 ppm
ALKALINITY	less than 20 ppm
TDS	less than 60 ppm
UN-DISSOLVED SOLIDS	less than 5 microns
* 17.1 ppm = 1 grain of hardness	

Other factors affecting steam generation are iron content, amount of chlorination and dissolved gases. Water supplies vary from state to state and from locations within a state. Therefore it is necessary that the local water treatment specialist be consulted before the installation of any steam generating equipment.

USER RESPONSIBILITY

The product must be installed, cleaned and maintained as described in the Manual furnished with the product. It is the responsibility of the owner and installer to comply with local codes.

SERVICE CONNECTIONS

Water: Filtered and unfiltered cold water line female connections into $\frac{3}{4}$ " male GHT (50-60 psi recommended for best results).

Drain: 1" Stainless steel round tube connection to be piped to open drain, 60" maximum length before open air gap and not more than two bends or elbows.

Electrical: 120 Volt, 15 Amp, NEMA 5-15P plug and cord.

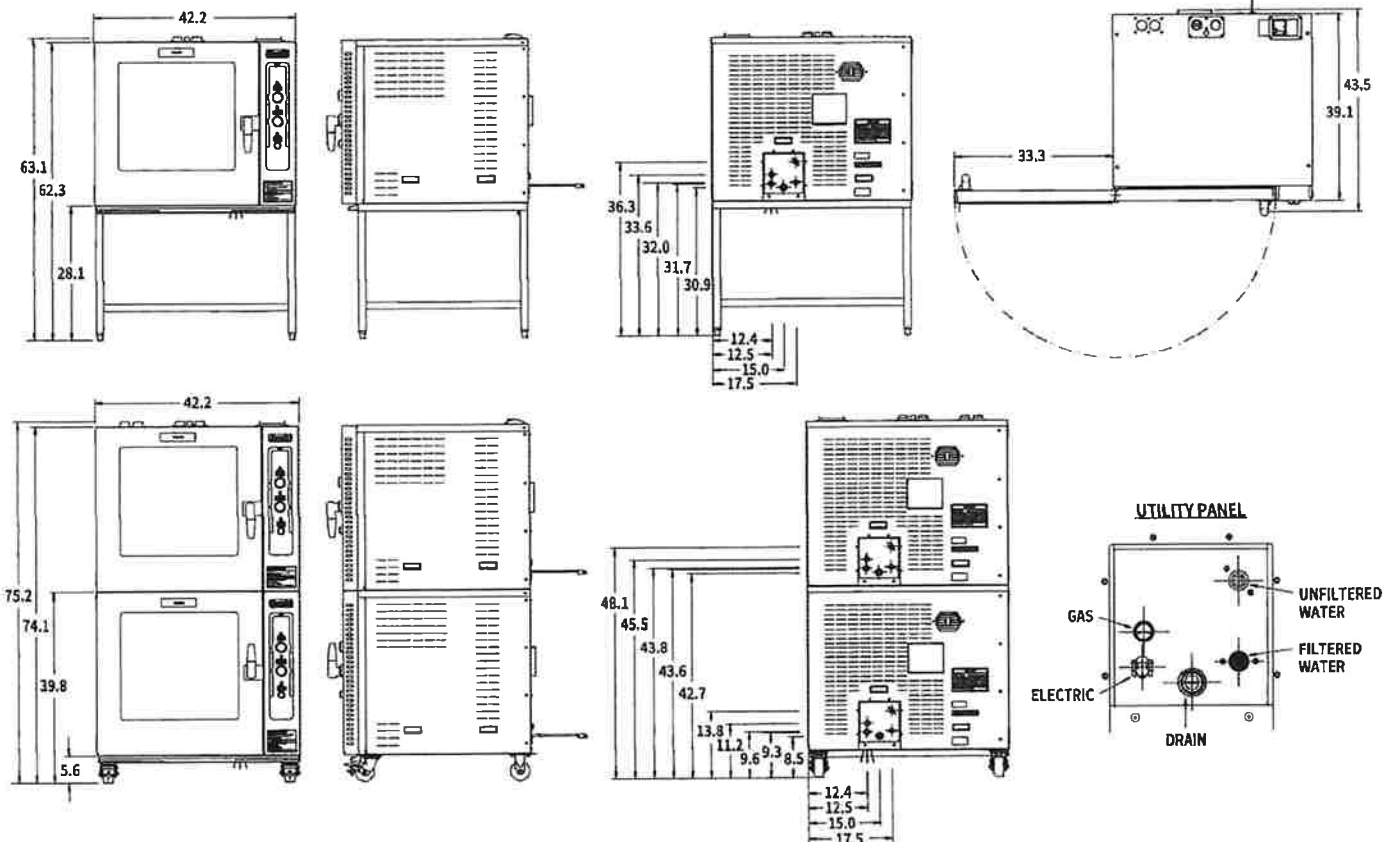
Gas: 80,000 BTU, $\frac{3}{4}$ " NPT female connection. Supply gas pressure should be: Natural gas 5" - 10.5" W.C.; Propane gas 11" - 13" W.C.

NOTE

Clearance: Left 1", Back 4", Right 3" required, 18" recommended for service access on right side.

The spark ignition in this appliance can cause electrical noise that can false trigger the GFCI detection. Some GFCI's are more sensitive than others. The use of a higher trip tolerance GFCI will reduce nuisance tripping. Contact Technical Support for more information.

INSTALLATION MANUAL



MACHINE WEIGHT: 600 lbs.

CAD and/or Revit Files Available

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

School Addresses of the Project

Cumberland County High School	660 Stanley Street	Crossville, TN 38555
Stone Memorial High School	2800 Cook Road	Crossville, TN 38555

Cumberland County School Nutrition Department

Policy Name: Written Code of Standards of Conduct

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and ABC School District Department of Purchasing.

Procedures: The Cumberland County School District seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The Cumberland County School Nutrition Department procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

For questions and concerns regarding procurement solicitations, contract evaluation, and award, you can contact:

Jennifer Turner, Cumberland County Finance Director 931-484-8212

Kathy Hamby, School Nutrition District Supervisor 931-484-6722

GENERAL

Attached are instructions and conditions for submitting a **Bid** for the Cumberland County School Nutrition Program (CCSNP). The objective of this bid is to select a supplier(s) in such a manner as to provide for open and free competition and comparability. This is a firm-fixed-price bid to be awarded by the total bottom line and will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for the system. **Only the County Commission may award a bid. Once awarded, a purchase order will be issued within 30 days of the bid opening.**

BID PERIOD

Sealed written bids will be received at the time and place specified on the Invitation to Bid. The postmark on the Bid by this date will not suffice. The bid must be received on/or before the date and time stated. Faxed or emailed bid documents will not be accepted. **This is a firm-fixed-price contract and is for a one-time purchase for the quantity specified.**

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- ☐ Be able to provide a quality product as specified
- ☐ Offer reasonable pricing
- ☐ Provide dependable delivery of items ordered
- ☐ Meet specifications and bid conditions
- ☐ Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- ☐ Inadequate or unacceptable product lines

BID AWARD

Sealed bids are to be opened at the office of the Cumberland County Finance Director, Ms. Jennifer Turner, Cumberland County Courthouse, 2 N. Main Street, Suite 303, Crossville, TN 38555. Only the bottom-line total figure will be read at the bid opening. Bids will be examined for compliance with specifications and conditions outlined in the bid document before the award recommendation is made, and **ONLY** the Cumberland County Commission may award a bid.

All columns of the bid document must be completed in ink or typewritten. The bottom-line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. **Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.**

Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from the CCSNP District Supervisor, Kathy Hamby khamby@ccschools.k12tn.net or 931-484-6722. All communication/discussions during the bid period will be shared with all bidders.

It shall be the sole responsibility of the bidder to make certain that all bids in the proper form are submitted by the date and time stated on the Invitation to Bid, to the Cumberland County Finance Director, Attn: Nathan Brock, Cumberland County Courthouse, 2 N. Main Street, Suite 303, Crossville, TN 38555.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor the bid as submitted.

The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for the system by the total bottom line. The CCSNP intends to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises, and labor surplus area firms with increased opportunities to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor for awarding the contract. **This is a firm-fixed-price contract and is for a one-time purchase for the quantity specified.**

CCSNP reserves the right to accept or reject any or all bids. All bidders will be notified in writing of the recommendation of the bid award within 10 days of bid opening unless unavoidable circumstances delay the process.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Cumberland County Finance Director, Nathan Brock, no later than 15 days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Director, the hearing official, and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing officer and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

Request for preapproval of an equal product should be made in writing with all supporting documentation at least 1 week before the time of the bid opening to the School Nutrition District Director. Faxed or email documents are permitted for preapproval requests.

TIE BID

A tie-bid exists when two or more bidders offer products that meet all specifications, terms, and conditions at identical prices, including discounts offered. In such case, a tie bid will be broken by the following methods in descending order of preference:

- Local businesses shall be given preference over non-local businesses.
- In the event of no local business OR multiple local businesses, the business with the closest driving proximity to the Cumberland County School Nutrition District Office will be awarded the bid.

ORDERS/PAYMENTS/DISCOUNTS

The order should not be considered placed until the successful vendor receives a completed purchase order either by email or fax.

Payment will be issued by check once the equipment is received, the final connection is made, the startup inspection is completed by the awarded vendor to ensure the equipment is working properly, and the invoice is received.

All discounts, credits, and/or rebates will be applied to the invoice or deposited in the school nutrition account according to district procedures.

SHIPMENT AND DELIVERY

A lift gate may be required, and such costs must be included. The successful bidder is to deliver, uncreate, sit the equipment in its proper location, and do hook up/installation. The bidder will also do the start up of the equipment and provide in person training on operation of the equipment.

The owner is to provide all properly sized utility requirements for final connections.

All bidders MUST visit the job site to fully understand the scope of the installation. The successful bidder will be responsible for all items not inclusive of the spec to ensure complete professional installation.

The CCSNP requires at least 48-hour prior notice before delivery. This project should be scheduled for the Summer of 2026 starting no later than the mid of June.

RECORDS

All contractors are required to retain all books, records, and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture or Comptroller General may have full access to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

VENDOR PERFORMANCE

If the vendor fails in full or part to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, the CCSNP may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Reasons for product rejection may be any one of the following:

- Quality
- Price

- Serviceability of item (damage)
- The product does not meet bid specifications.

BREACH

A party shall be deemed to have breached the contract if any of the following occur:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of a breach, the school system may take anyone, or more, or all, of the following actions:

1. Give the vendor written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another timeline is specified; and if the event of a breach is not remedied within the time limit, terminate this contract with notice provided to the vendor
2. Give the vendor a written notice specifying the event of a breach and suspending all payments to be made under this contract and order that the portion of the contract price, which would otherwise accrue to the vendor during the period from the date of such notice until such time as the school system determines that the vendor has cured the breach, shall never be paid to the vendor
3. Set off against any other obligation the school system may owe to the vendor any damage the school system suffers because of any event of a breach.
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity or both.

CONTRACT TERMINATION FOR CAUSE

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

In the event the contract is terminated for due cause by the system, the system shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The school district may, by written notice to the vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a breach of contract by the school system. The school system must give notice of termination to the vendor at least 30 days before the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the school district be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

REGULATION COMPLIANCE

- All contracts awarded shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41 CFR, Part 60).
- All contracts over \$150,000 will require compliance with the Clean Air Act (42 U.S.C. 7401-7671q.), Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes, and regulations

Code of Conduct:

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer, or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a. The employee, officer, or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization that employs or is about to employ one of the above
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education
 - b. Dismissal by Board of Education
 - c. Any legal action necessary

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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, Mail Stop 9410, Washington, D.C. 20250-9410;
2. **Fax:** (202) 690-7442; or
3. **Email:** program.intake@usda.gov.

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

Revised **April 17, 2025**

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

*** Current through 2017 Regular Session (Chapter 493). ***

Title 12 Public Property, Printing And Contracts
Chapter 12 Iran Divestment Act

Tenn. Code Ann. § 12-12-106 (2017)

12-12-106. List of persons engaging in investment activities in Iran -- Ineligibility to contract with state.

(a) (1) No more than one hundred twenty (120) days after July 1, 2016, the state chief procurement officer shall publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. The list, when completed, shall be posted on the state's web site.

(2) The chief procurement officer shall update the list every one hundred eighty (180) days, using credible, freely available, public information regarding the persons or entities described in subdivision (a)(1).

(3) Before finalizing an initial list or an updated list, as reasonably practicable, the chief procurement officer shall do all of the following before a person is included on the list:

(A) Provide ninety (90) days' written notice of the chief procurement officer's intent to include the person on the list, if the state is reasonably able to provide the written notice by electronic communication or through the U.S. postal service. The notice shall inform the person that inclusion on the list would make the person ineligible to contract with the state. The notice shall specify that the person, if it ceases its engagement in investment activities in Iran, may be removed from the list.

(B) The chief procurement officer shall provide a person with an informal opportunity to comment in writing that it is not engaged in investment activities in Iran. If the person demonstrates to the chief procurement officer that the person is not engaged in investment activities in Iran, the person shall not be included on the list. Nothing in this section requires a contested case hearing as set forth in the Uniform Administrative Procedures Act, compiled in title 4, chapter 5. A person contesting being placed on the list described in subsection (a) shall exhaust all administrative remedies provided in this section prior to the initiation of any judicial review of being placed on such list.

(4) The chief procurement officer shall make every effort to avoid erroneously including a person on the list.

(b) A person that is identified on a list created pursuant to subsection (a) as a person engaging in investment activities in Iran as described in § 12-12-105, is ineligible to contract with the state.

(c) Any contract entered into with a person that is ineligible to contract with the state shall be terminated by the state.

HISTORY: Acts 2016, ch. 817, § 1.

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.”

Company Name:

Authorized Representative Signature:

Print Name & Title:

Date:

Tenn. Code Ann. § 12-4-119

Copy Citation

Current through the 2022 Regular Session.

12-4-119. Certification that company not engaged in boycott of Israel.

(a) As used in this section:

(1) "Boycott of Israel" means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

(A) In compliance with, or adherence to, calls for a boycott of Israel; or

(B) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason;

(2) "Company" means a for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) "Israel" means the State of Israel and Israeli-controlled territories; and

(4) "Public entity" means this state or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, counties, municipalities, and other bodies politic and corporate of this state, created by or in accordance with state law or rule.

(b) A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

(c) This section does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

(d) A contract entered into on or after July 1, 2022, that fails to comply with this section is void.

(e) The commissioner of finance and administration or the commissioner's designee may promulgate rules to implement this section so long as the rules are consistent with this section and do not create exceptions to it.

(f) This section does not diminish or infringe upon a right protected under the constitution of this state or the first amendment to the constitution of the United States.

(g) This section must not be construed to conflict with local, state, or federal discrimination laws.

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

Company Name: _____

Authorized Representative Signature: _____

Print Name & Title: _____

Date: _____

CUMBERLAND COUNTY, TENNESSEE

5-21-121. Conflicts of interest.

(a)

(1) The director, purchasing agent, members of the committee, members of the county legislative body, other officials of the county, members of the board of education, members of the highway commission, and employees of the finance department and purchasing department shall not have a direct interest in the purchase of supplies, materials, equipment, or contractual services for the county. As used in this subdivision (a)(1):

(A) "Controlling interest" means sufficient ownership in a business or company to control policy and management, including the ownership or control of the largest number of outstanding shares owned by any single individual in a business or company; and

(B) "Direct interest" means a contract with a person personally or with a business in which the person is the proprietor, a partner, or the person having the controlling interest in the business.

(2) Such persons shall not have an indirect interest in the purchase of supplies, materials, equipment, or contractual services for the county unless the person publicly acknowledges the interest. A person who is not a member of a governing body and who is required to publicly acknowledge an indirect interest must do so by reporting the interest to the office of the county mayor to be compiled into a list that must be maintained as a public record. As used in this subdivision (a)(2), "indirect interest" means a contract in which a person is interested, but not directly so, and includes contracts where the person is directly interested and is the sole supplier of goods or services in the county.

(b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Receipt is acknowledged and confirmation of compliance with the statute is hereby affirmed:

Company Name: _____

Authorized Representative Signature: _____

Print Name & Title: _____

Date: _____