

OBION COUNTY  
BOARD OF EDUCATION

*316 South Third Street  
Union City, Tennessee 38261  
(731)885-9743 FAX (731)885-4902*

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David W. Huss, Director of Schools

Members of the Board of Education:  
ROGER WILLIAMS, Chairman  
BRIAN RAINEY, Vice-Chairman  
DAVID LAMB, Chair Pro Tem

FRITZ FUSSELL  
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March 22, 2010

The Food Service Department of the Obion County Board of Education requests bids for cafeteria tables for Lake Road Elementary School. Bids must be received in this office, 316 South Third Street, Union City, TN 38261, no later than the close of business on Thursday, April 22, 2010. Bids must be submitted on enclosed form. Bidders should retain a copy and return the original as a bid. The person authorized to bind the vendor contractually must sign the enclosed contract agreement, completing all requested information. Bids must be received in a sealed envelope that is clearly marked "Food Service Table Bid". Bids will be opened at 9:00 A.M. on Friday, April 23, 2010. The successful bidder will be notified on Tuesday, May 4, 2010. Delivery of these tables must be made to the Obion County Schools Maintenance Department at 802 CC Gurien Drive, Troy, TN 38260 on or before June 30, 2010.

If additional information is desired, please contact Judy Denman, Food Service Supervisor, at 731-885-9743. The Obion County Board of Education reserves the right to reject any and/or all bids.

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, sex, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or 202-720-6382 (TTY). USDA is an equal opportunity provider and employer.

**OBION COUNTY BOARD OF EDUCATION  
SCHOOL NUTRITION PROGRAM  
316 SOUTH THIRD STREET  
UNION CITY, TN 38261**

**GENERAL BID CONDITIONS**

The Obion County Board of Education requests bids to be submitted on the item specified on the attached sheets. The items are to be purchased and used in the School Nutrition Program.

The objective of this bid request is to select suppliers providing for open and free competition, comparability, and documentation of all purchases.

**BID PERIOD**

The Table Bid package may be picked up at the Obion County Board of Education, 316 South Third, Union City, TN 38261.

All bid replies must be returned in a sealed envelope to Judy Denman, Obion County Board Of Education, School Nutrition Program, 316 South Third Street, Union City, TN 38261, and must be received by close of business (4:00) on **Thursday, April 22, 2010**. Bids ***will not*** be accepted if ***faxed***. The sealed envelope should be clearly marked "Food Service Table Bid". Bids will receive appropriate confidentiality before awarding. Bids will be opened **Friday, April 23, 2010 at 9:00 A.M.** at the Obion County Board of Education.

A copy of the awarded bid will be available to vendors within five (5) working days after the bid opening. Response letters will be sent to all bidders.

**If you have questions please call Judy Denman, Food Service Supervisor at 731-885-9743.**

**CONTRACT AWARD:**

The Obion County Board of Education will be responsible for all contracts awarded by the system. Award will be made to the responsible contractor/bidder whose bid is lowest in total cost.

This is a firm-fixed price bid. Bid price quoted should be honored through October 31, 2010.

In case of a tie, the decision to award final bids will be determined by criteria previously established by the Food Service Supervisor.

**BID FORM:**

Complete attached bid form and return as stated above. If the brand you are bidding is not Krueger, the specifications of said manufacturer along with a separate list of exceptions, if any, to the listed specifications should be submitted in writing to Judy Denman, Food Service Supervisor, Obion County Board of Education, 316 South Third, Union City, TN 38261 at least 10 days prior to the date of bid opening. At that time it will be either approved or disapproved. All requests for "approved alternates" not following this procedure will not be considered. Amendments will then be sent to all bidders.

If an error is made in bidding the price, or items are not available after the bids are opened, the Obion County Board of Education reserves the right to award the contract to the next lowest vendor that meets requirements.

Bid price shall include **delivery to our Maintenance Department at 802 CC Gurien Drive, Troy, TN 38261. Successful bidder shall give a three day notice to our maintenance supervisor, Phil Graham at 731-536-4226 before delivery. Delivery should be on or before June 30, 2010.**

**Carrier shall furnish a Certificate of Insurance** issued by an insurance company showing that the Obion County Board of Education will be protected from loss or damage to property of third persons or to the carrier's own property, loss of damage to the Obion County Board of Education commodities and injury or death to third persons or to the carriers employees. Carrier will assume full common liability of all shipment.

#### **SELECTION OF VENDOR:**

It is the intent of Obion County Board of Education to involve and utilize the best product/services at the best and lowest prices and provide minority, small business and the disadvantaged with increased opportunity to do business with the School Nutrition Program.

Awards will be made **ONLY** to responsible contractors possessing the ability to perform successfully under the terms and conditions of proposed procurement.

#### **VENDOR PERFORMANCE:**

If a product is not as specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000.00 will take place:

Items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with the specifications, the System shall have the right to reject item. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected item.

Failure to deliver within the time specified, or within a reasonable time, or failure to make replacement of a rejected item will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases, the Contractor agrees promptly to reimburse School Nutrition Program for excess costs caused by such purchase.

Vendors with poor performances will be notified at the time of such performance and be given 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 (1) year.

#### **Termination for Convenience:**

The Obion County Board of Education may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. 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.

#### **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.

- A. The School District will provide notification of termination for cause in writing. This notice will:
  - (1) specify in reasonable detail the nature of the breach;
  - (2) provide the Contractor with an

opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

- B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

**Breach:**

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

- A. Failure to perform in accordance with any term or provision of the contract.
- B. Partial performance of any term or provision of the contract
- C. Any act prohibited or restricted by the contract, or
- D. Violation of any warranty

**Contractor breach:**

The School District shall notify the Contractor in writing of a breach.

- A. In event of a breach by Contractor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, the School District may assess liquidated damages.

**Partial Default:**

In the event of a breach, the School District may declare a partial default.

**Contract Termination:**

In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the School District at law or equity.

**School District Breach:**

In the event of a breach of contract by the School District, the Contractor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the School District's breach. In no event shall any breach on the part of the School District excuse the Contractor from full performance under this contract. In the event of breach by the School District, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District's breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this

provision establishes a contractual period of limitations for any claim brought by the Contractor.

**INVOICES AND STATEMENTS:**

Payment will not be made until all tables are delivered in good condition and in accordance with specifications.

The statement is to be sent to the Obion County Board of Education, School Nutrition Program, 316 South Third Street, Union City, TN 38261. Payment will be made to the vendor when the contract has been met and verified and has met the School Nutrition Program's procedures for payment.

**THE OBION COUNTY BOARD OF EDUCATION IS A TAX EXEMPT ORGANIZATION.**

**REGULATION COMPLIANCE:**

All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41CFR, Part 60).

Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165, 89 Statute 871).

Positive efforts will be made to involve minority firms, women's business enterprises, and labor surplus area firms when possible.

**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.

- A. No employee, officer or agent of named School Districts or School Nutrition Programs shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- B. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
  - 1. The employee, officer or agent
  - 2. Any member of his/her immediate family
  - 3. His or Her partner
  - 4. An organization, which employs or is about to employ one of the above.
- C. The Obion County Board of Education School Nutrition Program or school nutrition employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub agreements.
- D. The purchase of any product or service from a Contractor for individual use is prohibited using school bid prices.
- E. The removal of any food, supplies, equipment, or school property is prohibited.

## **PROTEST PROCEDURES**

Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. The following steps shall be followed:

1. A written complaint with the itemized grievances stated must be submitted within ten days of the bid award.
2. The Obion County School Board will review the stated grievances and respond in writing within 10 days of the receipt of the complaint.
3. If an agreement cannot be reached that is satisfactory for both parties, a hearing date will be scheduled with all parties in attendance.
4. The State Agency must be notified of all protests.

## **RECORDS:**

All contractors are required to keep records for three (3) years after the Obion County Board of Education makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, The State Agency, The United States Department of Agriculture, or the Comptroller General of the United States, or any of their duly authorized representatives may review any books, documents, papers, and records of the contractor, which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

Any questions concerning the bids should be directed to:

Judy Denman  
Food Service Supervisor  
Obion County Board of Education  
316 South Third Street  
Union City, TN 38261  
731-885-9743

**THE OBION COUNTY BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS.**

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, sex, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or 202-720-6382 (TTY). USDA is an equal opportunity provider and employer.

**OBION COUNTY BOARD OF EDUCATION  
LAKE ROAD ELEMENTARY CAFÉTERIA TABLES**

**Krueger International Model UF12BE/PR/CH or pre-approved equal.** Mobile folding table with four attached benches. Overall table top measurements 12'L x 30" W x 29" H. Tables should fold and unfold quickly and smoothly. 4 inch heavy duty swivel casters. Tables must use a gravity lock in open and closed positions without the use of levers or keys. Must have pinch-free middles to ensure safety. High pressure laminated top of solid core warp-resistant construction. Must be burn, stain, and scratch resistant. Please furnish samples of available colors. Frame finished in chrome, no enamel. Impact and bacteria resistant sealed vinyl edges. Four six-foot length bench seats, 17 inches in height. Table top, frame and all welds must have in published literature a minimum 10 year warranty.

QUANTITY	PRICE/ITEM	EXTENSION
18	_____/EA	\$ _____

**NAME OF COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

I certify by my signature below that the costs quoted are correct and that I have the authority to obligate the company to perform under the conditions outlined in the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title