

OBION COUNTY
BOARD OF EDUCATION

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

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
DIANE SANDERSON
SUSAN WILLIAMS

May 4, 2010

The Child Nutrition Program of the Obion County Board of Education is accepting bids to supply and maintain covered dumpsters, capable of being locked, and waste disposal services for seven Obion County Schools. These bids should be submitted to this office no later than the close of business (4:00 PM) on Thursday, May 27, 2010. The envelope should be clearly marked "Food Service Bid—Waste Disposal". Bids will be opened at 9:00 AM, on Friday, May 28, 2010 at the Board of Education Office.

The period covered by this bid shall be from July 1, 2010 – June 30, 2011, with the possibility of four (4) twelve month extensions at the option of the Obion County Board of Education.

The Obion County Board of Education reserves the right to reject any/all bids. If additional information or clarification is needed, please contact me at 731-885-9743.

Sincerely,

Judy Denman
Food Service Supervisor

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

WASTE DISPOSAL BID

GENERAL

Attached are instructions and conditions for submitting a Waste Disposal Bid for the School Nutrition Program of the Obion County Board of Education.

The objective of this bid is to select service providers in such a manner as to provide for open and free competition and comparability.

BID PERIOD

The bid period begins July 1, 2010 and ends June 30, 2011.

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on/or before the date and time stated. Faxed bid documents will not be accepted.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide services as specified
- Offer reasonable pricing
- 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 services
- Inadequate truck fleets to handle predicted volume of services needed

BID AWARD

Bids are to be opened at 9:00 AM, on Friday May 28, 2010 at the Obion County Board of Education Office, at 316 South Third Street, Union City, TN 38261. Bids will be examined for compliance with specifications and conditions outlined in the Bid document.

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

The contract will be awarded in writing to the responsive and responsible bidder(s) whose bid(s) provide the lowest overall cost to the system. It is the intent of the Obion County Board of Education to involve and utilize the best services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price is the final determining factor for awarding the contract.

The Obion County Board of Education reserves the right to accept or reject any or all bids. The Local Education Agency will be responsible for the contract awarded. The bid will be awarded after approval by the School Nutrition Supervisor, and the Board of Education. All bidders will be notified in writing of the bid award within ten days of bid opening or the day following approval by the School Board at their next scheduled meeting after bid opening.

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 David Huss, Director of Schools, no later than ten 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 Supervisor, 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 official 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. In the event that schools must have waste removal before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

BID RENEWAL

The Obion County Board of Education reserves the right to renew all aspects of the bid one year at a time for an additional four (4) years based on a firm fixed price. The Obion County Board of Education, School Nutrition Program Supervisor will notify the contractor of their intention to renew this contract no later than April 1, 2011. A written response will be due from the contractor no later than April 25, 2011.

BID PREPARATION

Bidders may bid on service for one or more schools, and may also bid on the combination of all schools. Bids will be analyzed to determine the lowest overall cost. The Obion County Board of Education may award bids to more than one bidder on a school by school basis if the total cost is lower to do so. Bidders are asked to submit a price for the monthly charge for trash removal as outlined. If this price includes a fuel surcharge, please indicate the portion that is for this charge. The months of June and July will only require limited services. Please provide a price for "extra pick-ups" during those months in lieu of the regular monthly charge as we will only require services on an "as needed" basis.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

All items requested in the bid document must be completed in ink or typewritten. 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.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once request clarification from Judy Denman, Foodservice Supervisor at 731-885-9743, 316 South Third Street, Union City, TN 38261.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by close of business (4:00 PM) on Thursday, May 27, 2010 to Judy Denman, Foodservice Supervisor, at 316 South Third Street, Union City, TN 38261. Costs shall include all dump fees, landfill fees, cost of containers, and any other fees associated with picking up or transporting waste.

The bid document, contract agreement, and debarment/suspension certification statement, must be filled out and signed. A certificate of liability insurance must also be provided. All originals must be signed in ink by a person with authority to bind the bid. The Bid must be sealed in an envelope that is clearly marked **“Food Service Bid—Waste Disposal”**.

The sealed bid must then be mailed or delivered to the following address:
Obion County Board of Education
Attn: Judy Denman
316 South Third Street
Union City, TN 38261

PICK-UP SCHEDULE and SERVICES

- Attached is a list of schools.
- Pick-ups shall be made as outlined on attached sheets. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Program Supervisor. Each location shall have a constant pick-up schedule.
- The successful bidder shall provide the name and telephone contact number of a company contact person.
- The successful bidder shall provide all personnel and equipment required to fulfill contract, including a covered truck or trucks which meet all specifications of Federal, State, or local authorities.
- Equipment must be maintained in good condition, and will conform to all State Laws governing such vehicles operated with the State.
- The equipment shall be cleaned as often as necessary to keep it presentable and reasonably free of objectionable odors.
- All garbage spilled by the waste company, its agents, or employees must be picked up. Each truck used in collection must carry a broom and a shovel to pick up any spills that may occur.

SERVICE PROVIDER PERFORMANCE

If the Service Provider 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 Obion County Board of Education may terminate this Contract, in whole or in part, and may consider such failure or

noncompliance a breach of Contract. Failure or neglect to perform the provisions of this Contract will constitute the authority for the Obion County Board of Education to contract with another company, and charge all costs thereof to original Contractor. Service Providers with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any service provider with continued poor performance will be removed from the potential service provider list for one year.

BREACH

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

1. Failure to provide 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 breach, the School System may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of 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 breach and suspending all payments to be made under this contract and ordering 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 damages the School System suffers by reason of any event of 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 prior to 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.

STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

At the end of each month, a statement showing prices for service at each school must be mailed to the following address:

**Obion County Board of Education
Attn: Pam Barbour
316 South Third Street
Union City, TN 38261**

PAYMENTS

Monthly statements will be processed for payment according to School Board Policy and procedures. Statement must include any credits issued during the month.

All schools serviced under this contract are tax exempt.

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 by 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 94-163, 89 Stat. 871).
- 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.

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 stated matter is closed.

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 which 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.

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, sex, age, or disability. To file a complaint of discrimination, write to 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.