

To: Vendors Serving Reelfoot Area Consortium

INVITATION TO BID

The Reelfoot Area Consortium is requesting bids for chemicals for its Food Service operation for the period – July 1, 2010 to June 30, 2011.

This consortium is a consolidated bidding arrangement between the Boards of Education of the Dyer County, Dyersburg City, Lake County, Obion County and Union City School Systems. The districts' enrollments total approximately 12,000 students from 22 schools: i.e., Dyer County - 8, Dyersburg City – 4, Lake County -3, Obion County- 7, Union City- 3.

The chemical bid is a bottom line bid. This bid will be opened on June 4, 2010 at 10:30 AM.

If you wish to participate in the bidding with the Reelfoot Area Consortium, please complete the bid and return it to the Union City Board of Education, RAC Foodservice Supervisor, at 408 South Depot Street, Union City, TN 38261, by close of business (4:00 PM) on Thursday, June 3, 2010. Please call Ms. Lora Linder, Lake County Schools, 731-253-6601 if you have any questions.

SUPERVISORS:

Ann Cook	731-286-3600
Judy Denman	731-885-9743
Amy Hester	731-285-6712
Lora Linder	731-253-6601
Billie Rich	731-885-3922

REELFOOT AREA CONSORTIUM CHEMICAL BID CONDITIONS

GENERAL

Attached is a list of the Reelfoot Area Consortium's requirements to be delivered as designated. This proposal form, which records specifications and conditions, is sent to you so that you may submit your bid prices. The objective of this bid is to select suppliers 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 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
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

Affirmative steps will be taken to assure that minority firms, women's business enterprise and labor surplus area firms are used when possible.

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

BID AWARD

Bids are to be opened on Friday, June 4 @ 10:30 AM at the Union City Municipal Building, conference room, at 408 South Depot Street, Union City, TN 38261. Only the bottom line total figure will be read at

the bid opening. Bids will also be examined for compliance with specification 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 and tabulations 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 whose bid is the lowest cost for the system. It is the intent of consortium 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 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 consortium reserves the right to accept or reject any or all bids. The Reelfoot Area Consortium will be responsible for the contract awarded. All bidders will be notified in writing of the bid award within ten days of bid opening. All decisions that arise concerning the awarding of the bid or cancellation of contract shall be at the sole discretion of the consortium. In every case, final action rests with the Superintendents or designated officials.

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 the consortium at 819 McBride Street, Tiptonville, TN 38079, 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 consortium participating in the bid, 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. 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.

BID RENEWAL

The Reelfoot Area Consortium 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 consortium reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. The Reelfoot Area Consortium 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 must submit one price for each item on the bid. Each bidder should bid on all items listed in the bid document. The total bottom line cost will be determined by multiplying each unit cost per usable product times the estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. The Reelfoot Area Consortium will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the product sheets and the Material Safety Data Sheets must be included with the bid on every item/product requested on the bid.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance usage. Inclusion of items on bid does not guarantee purchase.

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, he/she shall at once request clarification from Lora G. Linder, Lake County Schools Foodservice Supervisor at 731-253-6601, or Ann Cook, Dyersburg City Schools Foodservice Supervisor at 731-286-3600.

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, June 3, 2010 to Union City Board of Education, RAC Foodservice Supervisor, at 408 south Depot, Union City, TN 38261. **Item cost must include delivery to schools.**

The bid document, contract agreement, debarment/suspension certification statement and 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 "Reelfoot Area Consortium – Chemical Bid".

GENERAL BID CONDITIONS

1. The successful bidder will coordinate work schedules; removing and installing dispensers/injectors, maintenance checks, scheduled service calls, written service reports, and invoicing per school(facility) basis, with the foodservice supervisor.

2. No single minimum quantity will be allowed; quantities needed may vary. Quantities given on the bid document are estimates for the bid period. Vendors agree to provide all products, including dispensers/injectors, for the various types of dishwashing machines within each school system.
3. The successful bidder will be required to furnish, install, and maintain in each of the school cafeterias, automatic dispenser/injectors at no extra charge. These dispensers will remain the property of the contractor. All school employees are expected to exercise all reasonable care in the use of these units, however each school system assumes no liability whatsoever in the loss, damage, or destruction to the dispensers.
4. The successful bidder will provide scheduled maintenance checks/scheduled service calls at least every six weeks during the school year, and in addition, emergency calls within twenty-four hours as necessary. As a minimum the service technicians, during the maintenance checks, are to advise the respective cafeteria managers of the dishwashing operation, provide "hands on" instruction as needed, check all equipment, include on the service report any defective parts or malfunctions, insure proper dilution ratio of the compounds, make necessary adjustments, and prepare written service reports to be left with the respective manager and copy forwarded to the supervisor of food service.
5. The successful bidder will place only a four to six week supply of chemicals in a cafeteria at any given time. Pre-numbered purchase order with firm fixed prices shall be issued to the vendor from the Board of Education Central Offices when the order is placed by the school.
6. Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
7. Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor. A copy of each school systems school calendar will be provided by each Food Service Supervisor within the consortium.
8. The successful bidder will coordinate with the Food Service Supervisor where dispensers/injectors must be removed and replaced with a different type. Maximum care is to be exercised to protect the dispensers/injectors being removed and the dishwashing machine. Food Service Supervisors with the Reelfoot Area Consortium/phone numbers are as follows:

Ann Cook, Dyersburg City	731-286-3600
Judy Denman, Obion County	731-885-9743
Amy Hester, Dyer County	731-286-6712
Lora G. Linder, Lake County	731-253-6601
Billie Rich, Union City	731-885-3922
9. Below is a list of schools and facilities with addresses where it is anticipated that the service will be required:

DYER COUNTY

1. Dyer County High, 1000 West Main Street, Newbern, 38059
2. Fifth Consolidated, 2377 Millsfield Hwy., Dyersburg , 38024

3. Finley Elementary, Poplar Street, Finley, 38030
4. Holice Powell, P.O. Box 98, Fowikes, 38033
5. Newbern Elementary, 320 Washington St., Newbern, 38059
6. Three Oaks Middle, 3200 Upper Finley Rd., Dyersburg 38024
7. Trimble Elementary, 256 College Street, Trimble 38259
8. Northview Middle, 820 Williams Street, Newbern, 38059

DYERSBURG CITY

1. Dyersburg Primary School, 1425 Frank Maynard Blvd., Dyersburg, TN 38024
2. Dyersburg Intermediate School, 725 Tibbs Street, Dyersburg, TN 38024
3. Dyersburg Middle School, 400 Frank Maynard Blvd., Dyersburg, TN 38024
4. Dyersburg High School, 125 Hwy 51 By Pass, Dyersburg, TN 38024

LAKE COUNTY

1. Lake County High, 300 Cochran, Tiptonville, 38079
2. Lara Kendall School, 200 College, Ridgely, 38080
3. Margaret Newton School, 819 Church, Tiptonville, 38079

OBION COUNTY

1. Black Oak Elementary, 365 N. Shawtown Rd., Hornbeak, 38232
2. Hillcrest Elementary, 605 South Main, Troy, 38260
3. Lake Road Elem., 1130 East Hwy 22, Union City, 38261
4. Obion County Central High, 528 N. Hwy 51, Troy, 38260
5. Ridgemont Elementary, 1285 N. Hwy 45w, Union City, 38261
6. South Fulton Elementary, 209 John C. Parkway, South Fulton, 38257
7. South Fulton High, 1302 John C. Pkwy, South Fulton, 38257

UNION CITY

1. Union City High, High School Drive, Union City, 38261
2. Union City Middle School, Russell St., Union City, 38261

3. Union City Elem. School, Miles Avenue, Union City, 38261

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 Reelfoot Area Consortium 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 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.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

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

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH

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

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

Upon the occurrence of any event of breach, the consortium 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 consortium 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 consortium, the Reelfoot Area Consortium shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The Reelfoot Area Consortium 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 consortium. The consortium 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 consortium 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.

INVOICES AND 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.

Two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address:

Dyer County Schools
Food Service Department
159 Everett Avenue
Dyersburg, TN 38024

Dyersburg City Schools
Food Service Department
P.O. Box 1507
Dyersburg, TN 38025-1507

Lake County Schools
Lake County High School Cafeteria Fund
300 Cochran Street
Tiptonville, TN 38079

Margaret Newton School Cafeteria Fund
819 Church Street
Tiptonville, TN 38079

Lara Kendall School Cafeteria Fund
200 College Street
Ridgely, TN 38080

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

Union City Schools
Food Service Department
Municipal Building, Box 749
Union City, TN 38261-0749

PAYMENTS

Invoices will be balanced with the statement and processed for payment. 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).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- 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 Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.

- 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.

REPORTS

Contractors shall be required to submit product usage reports as requested by the Reelfoot Area Consortium.

Based on the request these reports shall be submitted for total quantity delivered either by school site, or combined system or by consortium total.

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.