

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

HOT HOLDING CABINET BID

GENERAL

Attached are instructions and conditions for submitting a Hot-Holding Cabinet Bid for the Child Nutrition Program of the Obion County Board of Education.

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

VENDOR QUALIFICATIONS

Potential bidders must meet the following criteria:

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

BID AWARD

Sealed bids are due at the Obion County Board of Education office at 316 South Third St., Union City, TN 38261 by close of business (4:00 PM) on Monday, May 21, 2012. Bids are to be opened on Tuesday, May 22, 2012 9:00 AM at the Obion County Board of Education office. Bids will be examined for compliance with specification and conditions outlined in the Bid document. Faxed bid documents will not be accepted.

This is a firm-fixed price bid. Bid price should be honored through December 31, 2012.

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 the Obion County Board of Education 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 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 Director 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.

BID FORM:

Complete attached bid form and return as stated above. If the brand you are bidding is not Continental, 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 the bids are due in my office. 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 item is 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, disconnection and disposal of old units, installation of new unit, and demonstration as described below. 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 July 17, 2012. The location and address is Ridgemont Elementary, 1285 N. Hwy 45 West, Union City, TN 38261.**

The bid document /contract agreement must be filled out and signed. 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—Hot Holding Cabinets"**.

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

DEMONSTRATION AND TESTING:

The equipment shall be tested and cleaned prior to delivery to ensure that correct services have been provided and that equipment is operational and complete in all respects, including specified accessories as well as operating and maintenance manuals.

Provide demonstration as necessary to school nutrition staff on the operation and maintenance of the equipment including periodic preventative maintenance measures required. Include an explanation of service requirements and simple on-site service procedures, as well as information concerning the name, address, and telephone number of qualified local source of service. The individual performing the demonstration shall be knowledgeable of all operating and service aspects of the equipment.

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 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. 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 replacement of a rejected item will constitute authority to purchase on the open market so as to replace the item 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; or
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.

INVOICES AND STATEMENTS

Payment will not be made until the units are delivered, and installed in good condition and in accordance with specifications, and training with food service staff has been completed. The invoice/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 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 USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.