

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:
BRIAN RAINEY, Chairman
DIANE SANDERSON, Vice-Chairman
DAVID LAMB, Chair Pro Tem

WILLIS EASLEY
FRITZ FUSSELL
SCOTT NORTHAM
TIM PARTIN

September 27, 2012

The Food Service Department of the Obion County Board of Education requests bids for a Combination Oven/Steamer for Hillcrest Elementary. Bids must be received in this office, 316 South Third Street, Union City, TN 38261, no later than the close of business (4:00 PM) on Monday, October 22, 2012. 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 Bid---Combi Oven/Steamer". Bids will be opened at 9:00 A.M. on Tuesday, October 23, 2012. The successful bidder will be notified on Wednesday, October 24, 2012, and a PO will be issued the day following the next scheduled board meeting (November 6, 2012). Delivery and installation of this combi oven/steamer shall be made to South Fulton Middle High, 1302 John C. Jones Parkway, South Fulton, TN 38257 between December 26, 2012 and January 4, 2013. **These dates are not negotiable.** Please see attached pages for further information.

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, 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.

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

COMBINATION OVEN/STEAMER BID

GENERAL

Attached are instructions and conditions for submitting a Combination Oven/Steamer 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, October 22, 2012. Bids are to be opened on Tuesday, October 23, 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.

Bid price should be honored through June 30, 2013.

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. The attached specifications are to be utilized as the minimum acceptable guidelines. If the brand you are bidding is not Cleveland, the specifications of said manufacturer along with a **separate list of exceptions (including construction, design, performance, and accessories)** to the listed specifications shall be submitted in writing to the attention of Judy Denman, Food Service Supervisor. These exceptions must be received at the Obion County Board of Education , 316 South Third, Union City, TN 38261 by 4:00 PM no later than Friday, October 12, 2012. 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 existing equipment; complete installation of new unit; removal of all packing materials; testing, and demonstration as described below. Successful bidder must verify gas type before ordering. Successful bidder shall give a three day notice to our maintenance supervisor, Phil Graham at 731-536-4226 before delivery. Delivery of unit, and all work described shall be completed between December 26, 2012 and January 4, 2013. This time frame is not negotiable. The location and address is South Fulton Middle High, 1302 John C. Jones Parkway, South Fulton, TN 38257.**

An on-site visit is required at the school before submitting a bid. Please contact Phil Graham to set up an appointment. Mr. Graham can be reached at 731-536-4226, or at grahamp@k12tn.net

The bid document, contract agreement, and debarment/suspension certification statement, 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—Combi Oven/Steamer"**.

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 demonstration 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 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 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
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 equipment is 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.

SPECIFICATIONS FOR COMBINATION OVEN/STEAMER
South Fulton Middle/High

Furnish Cleveland (2) OGS-6.20 combination convection oven/steamer, stacked double unit, with capacity for seven (7) 18" x 26" full size sheet pans, or fourteen (14) 12" x 20" x 2 ½" full steam pans per compartment or PRE-APPROVED equal.

Each unit shall have following features:

- High efficiency, natural gas power burner heating system
- Unit shall not have a boiler or steam generator to eliminate the need for internal delimiting.
- Fully insulated, polished cooking compartments with coved corners
- Auto-reversing convection fan with hinged fan guard
- Easy to close door opens then slides backwards along side of unit to save space
- Vented double glass door with integrated door stop. Door latch with safety vent position and wear-free door switch. Easy to change press-fit door seal.
- Antibacterial hygienic door handle
- Self draining condensate drip tray
- Oven light with shock resistant safety glass
- Multipoint core temperature probe
- Advanced closed system controls moisture and heat based on properties of food being cooked.
- Digital controls for temperature, time and core probe settings
- Simple to operate electronic programmable controls for Hot Air, Steam, Combination cooking modes including a Cook and Hold feature, Crisping feature, and Slow cooking feature.
- Self diagnostic system with full text message display, easy to understand menu icons, and user friendly selector dial.
- Multiple cooking stage programs, stored recipe library.
- Hand shower for compartment cleaning and injection system for steam
- Each compartment shall come standard with four (4) 26" x 20" wire shelves
- Built in automatic cleaning system shall operate hands free to eliminate handling chemicals
- Four (4) adjustable legs.

The following optional accessories shall be included:

(Specifications given for Cleveland items. If bidding alternate, bidder shall follow instructions in bid conditions for pre-approved equal.)

- 16 each ½ size Frying Baskets (CWB-10)
- easyTouch control package
- 4 each wire shelves (CWR-20)
- 1 stacking kit (C-STKG-620)
- Built-in automatic cleaning system in each cavity (C-ACK)
- Claris Water Filtration system
- One case of compartment cleaning solution (C-CARE)
- One case of compartment rinse cycle solution (C-CLEAN)
- ASA Startup
- Demonstration by authorized representative
- 2 year parts and labor warranty standard with a 1 year additional parts and labor warranty on all water related components provided with use of water filtration system

Combination Oven/Steamer for South Fulton Middle-High

Price to include:

Merchandise plus delivery, disconnection and disposal of old unit, installation of new unit, demonstration and testing:

Total price: _____

Company name: _____

Date and time of on-site visit: _____

The bidder acknowledges by his signature below, that he has read, understands and complies with all specifications herein, and that the Obion County Board of Education reserves the right to reject any and/or all bids, especially any bids that appear to be irregular in nature or inconsistent in content.

I have the legal capacity to complete the attached bid.

I have read, fully understand and agree to comply with all provisions as set forth by the Obion County Board of Education.

Signature & Title

Date