

Bradley County Schools Child Nutrition Equipment Sealed Bid

We have carefully examined and fully understand the General Bid conditions in furnishing the Bradley County Schools prices for items requested.

In compliance with the bid awards and subject to all terms and conditions listed on the General Bid conditions, the undersigned offers and agrees to sell to the Bradley County Schools Child Nutrition all items as quoted. It is understood that all prices quoted/bid include any and all delivery charges and are not subject to finance charges.

COMPANY		REPRESENTATIVE
ADDRESS		CITY, STATE, ZIP CODE
TELEPHONE	E-MAIL	DATE
PARENT COMPANY		REPRESENTATIVE
ADDRESS		CITY, STATE, ZIP CODE

General Bid Conditions Bradley County Schools Child Nutrition School Nutrition Program

The Bradley County Schools Child Nutrition requests price quotes/bids to be submitted on items specified on the attached sheets. The items are to be purchased and used in the School Nutrition Program. The objective is to select suppliers

providing for open and free competition, comparability, and documentation of all purchases.

Firm pricing is required for the bid period.

In compliance with the bid awards and subject to all terms and conditions listed on the General Bid conditions, the undersigned offers and agrees to sell to the Bradley County Schools Child Nutrition all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges.

I. Bid Periods: November 10, 2017 - June 30, 2018

The Bradley County Schools Child Nutrition will receive sealed bids in the office of Emily Brown, Bradley County Schools, by mail only-

Attention: Emily Brown

800 South Lee Hwy, Cleveland, Tennessee 37311

On November 3, 2017 10:00 a.m EST

II. Contract Award:

The contract will be awarded to the most responsive and responsible vendor on **PRICE ONLY** consideration whose bid meets the specifications and conditions set forth.

In the case of a tie, the decision to award final bids will be determined by criteria established. A tie bid exists (for bottom line bid) where two or more vendors' bottom line totals are equal with all specifications, terms and conditions being equal, including cash discount offered for prompt payment. In such case, a tie bid will be broken by one person flipping a coin with all parties and authorize vendor representative present. A designated time and location will be predetermined. The best two-out-of-three tosses will determine the winner. The first call will be made by the vendor whose company name is first in alphabetical order.

The Bradley County Schools reserves the right to accept or reject any and all bids.

VII. Selection of Vendor:

It is the intent to involve and utilize the best product/services at the LOWEST prices and to provide minority, small businesses and the disadvantaged with

increased opportunity to do business with the School Nutrition Program. After meeting all general and specific bid conditions as a qualified vendor, PRICE is the sole determination for the award of the bid.

Vendors will receive a written notice of bid award.

Vendors with poor performance will be notified at the time of such performance and will be given opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one year.

The Bradley County Schools Child Nutrition retains the right to reject any and all bids and to accept the next lowest bidder of items for non-compliance of any general or specific bid condition(s) for the remainder of the bid contract period.

VIII. Vendor Performance and Breach of Contract:

Any breach in contract may occur if either party acts outside of the signed contract or agreement. The breach of contract will take place prior to the termination for cause. Remedies for breach of contract are listed in section B. If the remedies fail, then Termination for Cause may occur.

The Bradley County Schools Child Nutrition School Boards reserves the right to terminate this contract in whole or in part after notification in writing. Examples may include:

- A. If a product was not specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000 will take place:
 1. All 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 cafeteria manager in the affected school shall have the right to reject items. It will be the responsibility of the vendor to defray any costs involved in the delivery and return of rejected articles.
 2. Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected item immediately 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 schools for excess costs caused by such purchase.

3. The School System retains the right to check compliancy on any item. A sample selected at random of the product may be shipped to a USDA Acceptance Laboratory for verification of the USDA quality grade or labeling. Compliance for yield will be made by the School Nutrition Supervisor and cafeteria personnel on a random basis. If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the School System will bear the cost. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the vendor will bear the cost of the analysis.

B. Any one or combination of **penalties for failure to perform** listed as follows may be used:

1. Replacement of rejected items with product approved by School Nutrition Supervisor or her designee. Any replacement **MUST BE "EQUAL" PER SPECS AND PRICING.**
2. Cost adjustment
3. Termination of contract in whole or part
4. Suspension from future bidding (For one contract period)
5. Legal action and civil penalties
6. Criminal action

C. TERMINATION: The Bradley County Schools Child Nutrition Schools reserves the right to terminate this contract after written notification to the vendor. The written notice will be at least thirty calendar days prior to the termination date. In the event of termination, the Bradley County Schools Child Nutrition Schools will not be liable for any costs other than the costs of items delivered and accepted prior to the termination date.

The vendor will be given an opportunity to respond to a product complaint.

1. A written complaint will be sent from The Bradley County Schools Child Nutrition School Nutrition Department
2. The vendor will issue a written reply.
3. If The Bradley County Schools Child Nutrition determines a product dispute is not resolved, a 30 day termination notice of that product will be issued.

In the event a vendor refuses to service a school in The Bradley County Schools Child Nutrition, the entire contract will be affected and considered breach of contract. **If a vendor fails to perform or breaches the contract,**

the Bradley County Schools Child Nutrition reserves the right to terminate this contract in whole or in part after notification in writing.

D. Termination for Convenience may occur with due notice from either parties involved. The notice must be in writing 30 calendar days prior to actual contract end.

XI. Invoices and Statements (see special conditions for each district):

An invoice for the purchase of items must accompany each delivery and be signed by the Cafeteria Manager or her designee. Unsigned invoices will not be paid. Purchase order number must be on all invoices. If an item must be returned or is rejected, the invoice must be signed by the manager and the person delivering the items. Invoices should be in duplicate. Invoices must have company name, date of delivery, item description, item unit price, expanded price for quantities ordered, invoice number, and total of order.

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, which is the date through which billing should be made. The statements are to be sent to the School Nutrition Supervisor or financial representative for each member of the Bradley County Schools Child Nutrition. Bills must be sent as soon after the last day of the month as possible. Payment will be made to the vendor when the contract has been met and verified and has met each system's procedures for payments.

All members will make every effort to pay all invoices within fifteen working days of receipt of statements. Any monetary penalties assigned to the School Nutrition Programs based on late payment as issued by the vendor MUST be paid by non-school nutrition funds. Penalties must be collected from the local board of education funds.

Each member of the Bradley County Schools Child Nutrition is part of an LEA/Local Board of Education, School Nutrition Program, and is a Tax Exempt Organization.

XII. Regulation Compliance:

1. **Executive Order 11246, "Equal Employment Opportunity"**. Applies to all contract in excess of \$10,000 by grantees and their contractors or sub grantees

shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State’s Department of Labor.

2. **Clean Air and Clean Water Acts.** Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
3. **Energy Policy and Conservation Act.** Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency that are contained in the State’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statute 871)(PL94-165).
4. **Encouraging Small and Minority Owned Businesses.** To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
5. **CFR Part 3018, Restrictions on Lobbying.** Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. **7 CFR Part 3017, Suspension and Debarment.** Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. **7 CFR 3016.60(b), Drafting of Bid Specifications:** Requires that any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
8. **7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences:** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
9. **Food, Drug, and Cosmetic Act, 1938, amended 1990, 21 CFR Part 100; Nutrition Labeling and Education Act of 1990; and the Agricultural**

Marketing Act 1953, amended 1957: The vendor will responsibly supply goods meeting the listed regulations meeting standards of identity, quality and fill; grades of foods; and product definition.

- 10. Background Check:** A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: (C) Delivery or pick-up service providers where those services involve only scheduled visits under the supervisor of school personnel.

XIII. Records:

A. Record Retention:

Records must be retained for at least the Federal record retention period of three years; however, records must be retained longer:

1. Until all pending matters, are resolved. Pending matters include contract disputes, audits, investigative and review findings.
2. The Federal record retention period begins with the later of the date:
 - (1) The final payment is made under the contract;
 - (2) The contract concludes; or
 - (3) The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
3. For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
4. Records' Access: The contractor shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA, whichever is sooner. Duly authorized representatives of the LEA/SFA of any/each member of the Bradley County Schools Child Nutrition, State Agency and its authorized agents, and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the vendor which are directly pertinent to all negotiated contracts.
5. Documentation: All aspects of each procurement, including the rationale for the procurement method selected, contract type selected and basis for contract price, must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State or the Bradley County Schools Child Nutrition Members' record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review

findings, cost disallowances and prevent the Bradley County Schools Child Nutrition Members from effectively responding to bid protests and contract disputes.

XIV. Standards of Conduct:

All members of The Bradley County Schools Child Nutrition Boards of Education must establish and maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

A. Conflicts of Interest: No employee, officer or agent of the Bradley County Schools Child Nutrition shall participate in the selection, award or administration of a contract supported with Federal funds if a conflict of interest, real or apparent, would be involved. The appearance of a conflict of interest, even if none actually exists, still brings the integrity of the procurement process into question. Professional, social and personal activities and actions that compromise the School Nutrition Program's integrity must be avoided at all times. Real and apparent conflicts of interest exist when:

1. The employee, officer or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above has a financial or other interest in the firm selected for the award.
2. Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process.
3. The official responsible for determining bid or proposal responsiveness is not independent, i.e., another individual within the organization can overrule the official.
4. Gratuities, favors or anything of monetary value are solicited or accepted from current or potential vendors on behalf of any individual or the organization before, during or after contract award.
5. Any action, inaction or relationship with current or potential contractors gives the appearance of a conflict of interest, whether or not such a conflict, in fact, exists.
6. Each member will adhere to any local board policies pertaining to the standards of conduct.

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Nutrition Program Funds.

- No employee, officer or agent of The Bradley County Schools Child Nutrition Boards of Education 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:
 - The employee, officer or agent;
 - Any member of the immediate family;
 - His or her partner;
 - An organization which employs or is about to employ one of the above.
- The Bradley County Schools Child Nutrition Boards of Education 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.
- Penalties for violation of the code of conduct of The Bradley County Schools Child Nutrition Boards of Education shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action necessary.

XV. Protest Procedures

Vendor Conflict Resolution

(Reference: 7CFR, 3016.36 Procurement, (b) (11) & (12))

“(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.”

“(12) Grantees and sub grantees 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. A protestor must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be...”etc...

In the event that a vendor has a complaint concerning the bid conditions, bid process or award of the bid, the complaint must be directed to Emily Brown.

The State Agency will be notified within three working days of the complaint. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes, and claims. In the event the vendor and The Bradley County Schools Child Nutrition cannot resolve the complaint, the complaint will be presented to a selected Director of Schools for resolution between the vendor and The Bradley County Schools Child Nutrition

XVI. Required Forms (See Appendix):

The included forms that **must** be returned as part of the bid package:

- 1) Actual Bid Documentation (on included form)
- 2) Contract Agreement Form
- 3) Debarment Form
- 4) Lobbying Form