

Invitation for Bid

Anderson Early Childhood Center

Serving Lines



Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

Telephone # 731-772-9613 ext. 2490

E-mail: denita.baxter@hcsk12.net

This institution is an equal opportunity provider.

Cover Letter

March 25, 2025

Dear Invited Proposer:

The Haywood County Schools District (HCS) Department of Nutrition is soliciting bids from qualified vendors for two serving lines for Anderson Early Childhood Center. The objective of this bid is to locate source options that will provide quality commercial grade serving lines for the best overall value. References are required.

Bid pricing must include all delivery, assembly and complete installation.

Bids are due April 25, 2025 by 12:00 p.m.

Please include ***AECC Serving Line Bid*** as the reference.

Bids may be hand delivered, mailed, or emailed to:

Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

ATTN: Denita Baxter

denita.baxter@hcsk12.net

Haywood County Schools

Items will be delivered to:

- **Anderson Early Childhood Center (AECC)**

620 W. Main Street

Brownsville, Tennessee 38012

General Terms and Conditions

1. Any bids received after the specified time, whether delivered in person, mailed or emailed, will be deemed late and disqualified.
2. After evaluation of all bids, a vendor will be selected based on lowest bid pricing and recommended to the Board members at the next Haywood County Schools Board Meeting. The bid must then be approved by the board members before a Purchase Order Number is issued and the order for the serving lines is placed.
3. Bid pricing must be submitted based on the equipment being delivered inside the building, any and all assembly completed, and installed.
4. For vendor site visit, contact Denita Baxter at (731) 772-9613 or by email to denita.baxter@hcsk12.net. While a site visit is not mandatory, no additional charges shall be allowed for lack of information. Failure to visit the site or failure to examine any and all bid documents prior to submitting a bid will in no way relieve the successful bidder from the necessity of furnishing, without additional cost to HCS, any materials or equipment or performing any work that may be required to complete the work in accordance with the specifications.
5. Vendor is responsible for making sure the location for installation is wired or plumbed correctly for the new equipment. The HCS School Nutrition Department will be responsible for any maintenance work that will have to be completed before installation. **Bidder must include a list of any maintenance work (electric or gas) that needs to be completed before installation of equipment.**
6. Bid submitted must include any and all freight and handling cost. Haywood County Schools will pay no additional charges.
7. The bidder and manufacturer representatives are responsible for handling any problems with products supplied and for providing any necessary instruction on use and upkeep. They must provide complete warranty documentation for all products.
8. If an article of particular make or trade name is specified, it is meant to establish a quality standard and is not intended to eliminate competing articles of equal quality. Bidders are at

liberty to quote on substitutions provided complete specifications are included with the bid. Vendor is also required to describe all exceptions to the specifications and include color photo. The URL for the manufacturer website for the product listed must be provided. If no substitutions are indicated, it will be assumed the quote is based on the specifications provided by HCS. HCS reserves the right to accept a higher bid on items where the lower bidder does not meet specifications.

9. Bid prices must include all packing, transportation, insurance, set-up, instruction and operation manual charges. Equipment is to be installed at the school indicated above. Appliance must be demonstrated to be in operating condition, and approved by HCS Director of Nutrition. All debris must be removed from premises and properly disposed of by the contractor. Upon installation all operating instructions, operating and maintenance manuals, must be furnished to HCS cafeteria manager.
10. The successful bidder or an authorized representative must be present to accept delivery at the job site of all equipment and material shipments that are part of the contract. It shall be the contractor's responsibility to assume all liability for any equipment or materials delivered to the job site. Delivery of any equipment or materials any day 'before' work will proceed must be coordinated with the HCS Department of Nutrition.
11. Failure to bid FOB Destination Freight Included and Installed will disqualify your bid.
12. A one-year warranty for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials. Provide documentation of manufacturers' warranties to the Cafeteria Manager.
13. The bidder, by submitting a bid, certifies that to the best of their knowledge, neither they nor any of their suppliers discriminate against any employee or applicant for employment because of any protected class as defined by federal Equal Employment Opportunity regulations.
14. Vendor must provide proof that vendor is insured and bonded.
15. Vendor must provide references which include school district, contact persons and numbers for similar jobs they have done.
16. Late bids shall not be accepted.
17. Haywood County Schools reserves the right to reject any or all bids to best meet the needs of the school district.
18. It shall be the sole responsibility of the bidder to make certain that all proposals are in the proper form and submitted by 12:00 p.m., April 25, 2025 to the Haywood County Department of Education, at the attention of Denita Baxter, Director of Nutrition, 900 East Main Street, Brownsville, Tennessee 38012 or emailed to denita.baxter@hcsk12.net. All bids should reference "AECC Serving Line Bid" on envelope or in subject line.
19. Proposals will be opened on April 25, 2025 at 1:00 pm. Consideration will be given to all proposals that are properly submitted. Proposals will be examined for compliance with the specifications and conditions outlined in this document.
20. The awarded vendor will be contacted via email no later than April 28, 2025. All other bidders will be notified in writing of the bid award within ten days of the bid opening.

21. BID DISPUTE

If a prospective vendor does not agree with the bid award, the vendor has the right to protest. Disputes arising from the award of this bid must be submitted in writing to Deborah Byrum, bookkeeper for Haywood County Schools' Department of Nutrition no later than ten calendar days following the bid award. Deborah Byrum will disclose the dispute to the Tennessee State Department of Education's School Nutrition Office and to Dr. J.B. Blocker, executive Director of Operations for Haywood County Schools. The steps for dispute resolution are as follows:

- a. A meeting with the director of school nutrition for Haywood County Schools, another representative from Haywood County Schools, the hearing official and representatives from the disputing party will be held to discuss and resolve the complaint will be scheduled within fifteen days of the protest.
- b. All purchases from awarded vendor will be put on hold until the resolution of the dispute.
- c. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted to the protestor and all parties involved. The decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he/she has a right to an additional review. An additional request must be written and addressed to the district school board no later than ten days from proof of delivery.

22. TERMINATION OF CONTRACT

a. 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 Haywood County School District shall have the right to terminate the contract and withhold payment in excess of fair compensation for completed services. Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems. Documentation will be kept on file. Any vendor with poor performance will be removed from the potential vendor list for one year.

In the event the contract is terminated for due cause by Haywood County Schools, Haywood County Schools shall have the option of awarding the contract to the vendor with the second highest score or bidding again.

b. For Convenience

Haywood County Schools may, by written notice to the vendor, terminate the contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Haywood County Schools. Haywood County Schools must

give notice of termination to the vendor at least five 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 Haywood County Schools 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.

23. RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three years after final payment and all other documents relative to this agreement for three years after final payment and all pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, the Government Accountability Office, The United States Department of Education's Office of Inspector General, and/or Comptroller General may have 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 the stated matter is closed.

24. METHOD OF PAYMENT AND PRICING INFORMATION

- a. Prices- All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.
- b. The successful bidder warrants that the bid prices, terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- c. All bid prices must include charges for packing and transporting to the individual school listed at the addresses on the attached sheet.
- d. Prices will not include Federal Excise Tax or State Sales Tax.
- e. Haywood County Schools will make payment within thirty days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the school representative.
- f. Invoicing
 - i. Invoices, at minimum, shall consist of the following information:
 1. Delivery location
 2. Item description and cost
 3. Extended cost for total quantity purchased
 4. Total cost of all products purchased
 - ii. Monthly statements will be mailed to:

Haywood County Schools Board of Education

c/o Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

25. REGULATION COMPLIANCE

- Executive Order 11246, "Equal Employment Opportunity". 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 in Department of Labor regulations (41 CFR, Part 60).
- Executive Order 11738, "Clean Air and Clean Water Acts". 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.
- (PL 94-163, 89 Statute 871) (PL94-165). 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.
- Small and Minority Owned Business: To encourage business activity and ensure maximum full and open competition, efforts are taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
- CFR Part 3018, Restrictions on Lobbying. A Certificate of Lobbying form must be signed for all contracts over \$100,000.
- 7 CFR Part 3017, Suspension and Debarment. All contracts in excess of \$25,000.00 will require a completed Certificate for Debarment and Suspension.
- 7 CFR 3016.60, Drafting of Bid Specifications: 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 school nutrition programs must be excluded from competing for such procurements.
- 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.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

26. CODE OF CONDUCT

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

1. No employee, officer or agent of Haywood County 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:

- 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.
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 said named school nutrition program shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action deemed necessary.

Specifications

Serving Lines (AECC)

Serving Line – Two (2) required – to be Randell or approved equal. Serving Line to be NSF Certified. Serving line to be 35”H on casters with standard height tray slides on one Serving Line. Both Serving Line to have elementary height tray slides on customer side. Total length of each serving line to be 132” Each unit to have a 16-gauge stainless steel. Base to be closed with sliding doors on hot lines. Cold Lines to have two each hinged doors.

Item 1- Hot Food Table-Two (2) required to be Randell RAN HTD-5S-RHOT Unit or approved equal to be 72” long and 30” deep. Unit to have laminate exterior (will specify upon receiving PO). Unit to have an inverted tray slide on customer side at elementary height. Unit to have an 8” work board on server side. Work board to be 72” long. Line to have sneeze guard for self-serve or full serve. One HOT LINE to have 22.5” over-shelf Sneeze Guard with LED Lights to match cold line. One line to have Sneeze Guard and have a stainless-steel shelf housing LED lights and to be centered above hot wells.

Item 2- Cold Food Table- Two (2) required – to be Randell RS SSO-RCP-3-RANC or approved equal. Cold pan to be recessed. Unit to be 30” D x 48” L. Unit to have laminate exterior (will specify upon receiving PO). Line to have an inverted tray slide on customer side at elementary height. Unit to have an 8” work board on customer side. Unit to have a single tier glass over shelf. Over shelf to be centered over cold pan. Over shelf to have LED lights.

Dealer to remove existing serving lines at customer request. Dealer to make site visit to ensure all proper electrical work is available and entry pathway is confirmed. Dealer to deliver and set new serving lines in place. School is responsible for all final connections. School is responsible for any electrical work and plumbing.

Product Specification Sheets must be included with proposal.

If you find discrepancies or omissions in this ITB or if the intended meaning of any part of this ITB is unclear or in doubt, send a request for clarification via e-mail to denita.baxter@hcsk12.net.

IFB Response Form

Project: AECC Serving Lines (2)

Bid Date: April 25, 2025; 12:00 p.m. Central Time

Company Name: _____

Address: _____

Phone Number: _____

Contact: _____

Email Address: _____

Website URL (if applicable): _____

Bottom Line Total (*based on specified quantities*):

Bottom Line Total: \$ _____

Estimated Installation Date: _____

This bid remains valid through: _____

All bidders must return the following completed forms or documents with this bid response form:

1. Proof of Insurance
2. Certification of Debarment
3. Three (3) References
4. Warranty Information
5. Product Literature
6. Specification and Quote Sheets
7. W-9 Form
8. A list of any maintenance work (electric or gas) that needs to be completed by HCS before installation of equipment.

By signing below, I affirm that I am a duly appointed and authorized representative of the company named herein. Furthermore, acting on behalf of the named company I acknowledge that I have read, understand, and agree to abide by all terms and conditions as outlined in this invitation to bid unless otherwise properly and specifically noted.

Signature: _____

Printed Name: _____

Title: _____

Date: _____