

**CHESTER COUNTY BOARD OF EDUCATION  
SCHOOL NUTRITION PROGRAM  
EAGLE'S EDGE  
275 JACKS CREEK STREET  
HENDERSON, TENNESSEE 38340  
731-989-8140**

January 10, 2022

**Bid Invitation**

To Whom It May Concern:

The CHESTER COUNTY SCHOOLS Department of Nutrition is requesting bids for the purchase of ONE (1) new SUV, in accordance with the following instructions and specifications. Bids must include likely delivery date and include penalty adjustments for late delivery.

Bids must be submitted in a sealed envelope and received by Chester County Schools, Department of Nutrition at Eagle's Edge no later than 11:00 a.m. on Monday, January 24, 2022. The outside of the envelope must be marked "School Nutrition SUV BID" and should be addressed as follows:

Chester County School Nutrition  
Eagle's Edge  
Attention: Mrs. Stephanie Lollar  
275 Jacks Creek Street  
Henderson, TN 38340

All bids will be opened immediately following the 11:00 am deadline on January 24, 2022 at the address indicated above. All bidders are invited to attend the bid opening but attendance is not required.

**General Bid Terms and Conditions**

Proposals from all responsible bidders will be considered. To qualify as a responsible bidder, the proposal submitted must:

1. Meet or exceed the minimum requirements specified.
2. Furnish all documents requested by the Chester County Nutrition Department prior to and following the bid opening.
3. Submit completed bid prior to bid opening date and time.
4. Have bid name placed on the outside of sealed envelope.

If you have any questions regarding the bid document, please contact Stephanie Lollar, School Nutrition Program Director, at 731-989-8140 or e-mail [stephanie.lollar@chestercountyschools.org](mailto:stephanie.lollar@chestercountyschools.org).

### **Award**

A purchase Order from the Chester County Nutrition Department will be issued to the successful bidder acknowledging the award.

Payment will not be made until the SUV has been inspected and approved as meeting specifications.

Lowest and/or best bid will be awarded.

**All prices shall include delivery (FOB Destination).**

Bids will be good through fiscal year ending June 30, 2022.

### **Instructions to Bidders**

**All proposals are to be made on the proposal form provided.** Bids must be delivered by hand or mail service in a sealed envelope marked on the outside, ***School Nutrition SUV Bid***. Bids will be received and opened on Monday, January 24, 2022 @ 11:00 am. Any bids received after the closing time will not be considered.

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 article 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 of 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 Chester County School Nutrition (CCSN). CCSN reserves the right to accept a higher bid on items where the lower bid does not meet specifications.

Proposals are to be made complete in every detail as required and called for in said Proposal Form. Proposals that are incomplete, conditional, contain irregularities of any kind, or which are not in accord with the Instructions to Bidders and Proposal Form furnished by the CCSN may be rejected as informal.

The submission of a proposal will signify that the bidder has thoroughly familiarized himself with all conditions and that he fully understands what will be expected of the successful bidder.

The CCSN reserves the right to accept or reject in whole or in part any or all proposals submitted, without liability whatsoever, and waive informalities therein, if deemed by CCSN in their best interest to do so.

If you have any questions regarding the bid document, please contact Stephanie Lollar, School Nutrition Program Director, at 731-989-8140 or e-mail [stephanie.lollar@chestercountyschools.org](mailto:stephanie.lollar@chestercountyschools.org).

**PROPOSAL FORM**

**TO: CHESTER COUNTY SCHOOLS, DEPARTMENT OF NUTRITION  
275 JACKS CREEK STREET  
HENDERSON, TN 38340**

**Re: SUV Bid**

Gentlemen/Ladies:

Having examined the specifications for SUV Vehicle for the Chester County School Nutrition Department, we (I) submit the following proposal:

SUV 4dr 4x4 Base \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature and Title of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Chester County Schools  
Department of Nutrition

Name of Dealer: \_\_\_\_\_

Dealer's Address: \_\_\_\_\_

Dealer's Phone #: \_\_\_\_\_

Sales Contact: \_\_\_\_\_

SUV Model: \_\_\_\_\_

Unit Price: \_\_\_\_\_

Estimated Delivery Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Specifications

Year Model - New 2022 or later model

Model.- SUV 4WD 119.1 WB

Transmission – Automatic

Please include if available:

Maximum cargo volume

3<sup>rd</sup> Row headroom

3<sup>rd</sup> Row Legroom

Cargo volume seats folded

Seating Capacity of 7

Front Bucket Seats

Power Windows

Rear HVAC with separate controls

Additional SUV specifications to be attached by dealer.

### **Delivery Information:**

SUV will be delivered to:

Eagle's Edge

275 Jacks Creek Street

Henderson TN 38340

Attn: Stephanie Lollar

### **Included in Delivery:**

- The Bill of Sale
- Vehicle Title
- Owner's Manual
- Vehicle Specification Sheet
- Statement that vehicle is made in the USA

# Chester County Schools

## General Terms and Conditions

### 1. 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 Stephanie Lollar, Nutrition Director for Chester County Schools no later than ten calendar days following the bid award. The dispute will then be disclosed to Troy Kilzer, the Director of Chester County Schools. The steps for dispute resolution are as follows:

- a. A meeting with the director of school nutrition for Chester County Schools, a second representative from Chester 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.

### 2. 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 Chester 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 Chester County Schools. Chester County Schools shall have the option of awarding the contract to the vendor with the second highest score or bidding again.

#### b. For Convenience

Chester 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 Chester County Schools. Chester 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 Chester 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.

### 3. 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 SFA, the State Agency, the USDA, 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.

### 4. 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 throughout 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 transporting vehicle to the address listed on the attached sheet.
- d. Chester 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.

### 5. 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.

## 6. CODE OF CONDUCT

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, and member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from the contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the non-Federal entity.

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);



- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

# **CHESTER COUNTY BOARD OF EDUCATION**

## **CONTRACT AGREEMENT**

**We have carefully examined and fully understand the Bid Instruction and Conditions in furnishing the Chester County Board of Education bid prices for the services requested.**

**In compliance with the bid awards, and subject to all terms and conditions listed on the Bid Instructions and Conditions, the undersigned offers and agrees to provide to the Chester County Board Of Education all services as quoted. It is understood that all prices quoted include any and all charges and are not subject to finance charges.**

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Printed Name of  
Company  
Representative** \_\_\_\_\_

**Signature of  
Company  
Representative** \_\_\_\_\_

**Date** \_\_\_\_\_

**USDA is an equal opportunity provider and employer.**



# United States Department of Agriculture

AD-1047

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

### (Read Instructions On Page Two Before Completing Certification)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (800) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

### **Instructions for Certification**

- By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
  - 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
  - 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
  - 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  - 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
  - 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - 10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.