

PIEDMONTCITY SCHOOLS
Matt Akin
SUPERINTENDENT OF EDUCATION
Pam Dempsey,
CHILD NUTRITION PROGRAM DIRECTOR
502 West Hood Street
Piedmont, Alabama 36272

INVITATION TO BID AND BIDDER ACKNOWLEDGEMENT

POSTING DATE

August 10, 2015

PURCHASING CONTACT AND TELEPHONE

PAM DEMPSEY (256) 447-2628

BID OPENING DATE AND TIME:

August 25, 2015 @ 10:00 A.M. CST

BID TITLE

“PCS LARGE FOOD SERVICE EQUIPMENT”

BID NUMBER

CNP 08102015-1

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School System of Piedmont, Alabama solicits your company to bid on the above referenced goods or services. All terms, and specifications conditions set forth in the Invitation To Bid are incorporated by this reference to your response. Bids will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School System’s Accounts Payable Department at 502 West Hood Street, Piedmont, Alabama 36272 by the Bid Opening Date and Time referenced above. All envelopes containing sealed bids must reference the “Bid Title”, Bid Number”, and the “Bid Opening Date & Time”. The School System is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for **LARGE FOOD SERVICE EQUIPMENT FOR THE PIEDMONT CITY SCHOOLS CHILD NUTRITION PROGRAM.**

We propose to provide LARGE FOOD SERVICE EQUIPMENT and guarantee that if the contract is awarded to us, we will LARGE FOOD SERVICE EQUIPMENT in accordance with your requirements and specifications unless otherwise indicated.

COMPANY NAME _____

ADDRESS: _____

CITY/STATE: _____

FEDERAL EMPLOYEES IDENTIFICATION NUMBER (FEIN) _____

TELEPHONE NUMBER (_____) _____ EXTENSION _____ FAX NUMBER (_____) _____

PRINT/TYPE AUTHORIZED PERSON _____

TITLE: _____ DATE _____

SIGNATURE: _____

(Officer of the Company)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Suspension, and Other Responsibility Matters – Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side 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 whom 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. 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 Non-procurement List.
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.

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Please provide all requested information for each reference.

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

Company Name:

Business Type:

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VENDOR QUESTIONNAIRE

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No

Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes No

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Accounts Payable, Piedmont City Schools; 502 West Hood Street; Piedmont, Alabama 36272. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Piedmont City School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. CNP 08102015-1 for LARGE FOOD SERVICE EQUIPMENT because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT/TYPE NAME
OF AUTHORIZED PERSON: _____ TITLE: _____

SIGNATURE: _____
(Officer of the Company)

BID CHECKLIST

Check each of the following as the necessary action is completed.

- () 1. Read all bid requirements and specifications
- () 2. The bid price is included
- () 3. Addendum (if any) has been signed and is included
- () 4. Bid security is enclosed
- () 5. The bid has been signed
- () 6. The mailing envelope has been properly addressed
- () 7. The mailing envelope has been sealed and marked with the bid title, bid number and bid opening date

CONTRACT SECTION I

Date Proposal Issued: _____

Date Submitted: _____

Name of Firm Submitting Bid Proposal: _____

Telephone Number: _____

Firm Bottom Line Price for item(s) listed in Section IV: \$_____

I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in Contract Sections II and III.

Signature

Print or Type Name

Title

Telephone Number

Fax Number

Date

CONTRACT SECTION II

Specifications

Single Electric Combination Oven/Steamer Needed for the following location Piedmont Elementary School

Single Combi Oven/Steamer- Shall be **Model BCX-14E SINGL** as manufactured by Blodgett Corporation. Oven shall have all standard features of **BCX-14E series** ovens and the following:

- Standard control function for steam, combi, hot air and cool down.
- Stainless steel front, top, and sides.
- Glass doors.
- Door mounted condensate trough.
- Top and bottom mount door hinges.
- Pivot out user interface panel for service access.
- Fully welded stainless steel frame and fully insulated cooking chamber.
- Fixed drain bottom in center of cavity.
- Easily removable stainless steel side rails.
- Steam on demand feature.
- Integral door switch
- Open vented system
- Performance Check to be performed by Factory Authorized Service Agency.
- Self contained, self-flushing steam generator separate from cooking compartment for instant steam recovery when switching modes.
- Control prompts user to delime when steam generator require deliming.
- Capacity of (14) 12"x20"x21/2" deep pans at 3-1/4" spacing or (7) 18"x26" deep pans at 3-1/4" spacing.
- 1 year parts and labor warranty
- 240v/60/3-ph, 19.0kw, 46.0 amp

Single Combination Oven Steamer

Combi oven steamer- Shall be **Model BCX-14E SINGL** as manufactured by Blodgett Oven Corporation or pre-approved equal.

Oven shall have all standard features of **BCX 14-E series** ovens and the following:

OPTIONAL ACCESSORIES / MODIFICATIONS

- Caster set

•ALTERNATES NEED TO BE SUBMITTED FOR APPROVAL 10 DAYS PRIOR TO BID OPENING.

FOOD SERVICE DEALER:

Provide the necessary workers to off load the combi oven.
Set combi ovens in place and assemble.
Remove all protective PVC coatings from the combi oven.
Remove all cartons and crates.

SCHOOL SYSTEM:

Provide access to the building for the necessary work to be preformed.
Contract with an Installer to complete the following work:

- a. Supervise the Food Service Dealers installation crew in off loading and setting in place.

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CONTRACT SECTION III

STANDARD REQUEST FOR BID AND CONTRACT TERMS AND CONDITIONS

The Piedmont City Schools is seeking bids for LARGE FOOD SERVICE EQUIPMENT. The requirements and needs of the Piedmont City Schools and the Child Nutrition Department are diverse, yet critical in terms of quality, workmanship, and customer service.

In order to insure that the required LARGE FOOD SERVICE EQUIPMENT provided are of the highest possible quality, the Piedmont City Schools is interested in establishing a contract with a vendor experienced and qualified in such contracts that will provide the quality of service requested in a professional and timely manner.

The intent of this Request for Bid is for the selected vendor to provide the LARGE FOOD SERVICE EQUIPMENT requested with the expected result to be economical and provide the school system with a higher level of quality, reliability, performance and customer service.

BIDDER INSTRUCTIONS AND SPECIAL CONDITIONS

Bids shall be made upon the attached bid form. Additional bid forms are obtainable at the office of:

**PAM DEMPSEY, DIRECTOR OF CHILD NUTRITION PROGRAMS
PIEDMONT CITY SCHOOLS
502 WEST HOOD STREET
PIEDMONT, ALABAMA 36272
PHONE# (256) 447-2628
FAX # (256) 447-6486**

All items shall be filled out and the signature of all persons shall be in longhand. Unless bids are submitted on these forms the Piedmont City Schools will not consider them. All prices and quotations must be typed or written in ink. Bids will not be accepted written in pencil.

In setting forth these specifications, it is our intention and desire to offer equal opportunity to all bidders, within the framework of standards of quality and design herein established. The specifications indicate the quality of LARGE FOOD SERVICE EQUIPMENT desired or acceptable, but the LARGE FOOD SERVICE EQUIPMENT on which bids are submitted must, in all cases, be equal or better in quality.

SUBMISSION OF BIDS:

Bidders shall submit on or before the date of bid opening one (1) original and two (2) copies of the request for bid.

Bids and bid addendum(s) will be enclosed in a sealed envelope and submitted to the Child Nutrition Programs Department. The name and address of the bidder, date of the bid opening and the bid title will be shown on the outside of the envelope.

Bids will be submitted on the forms provided in this bid document. If not submitted on the forms provided, bid might be rejected. Facsimile bids will not be accepted.

Each bidder agrees that their bid will remain firm and subject to acceptance by the Board for a period of sixty (60) calendar days from the bid opening date.

Bid security shall be payable to the Piedmont City Schools. Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00 that the bidder submit with his/her bid either a certified check, cashiers check or a bid bond payable to the Piedmont City Schools in an amount (subject to a maximum of \$10,000.00) equal to five percent (5%) of the bid. Bid security or original bid bond must be received with bid; copies are not acceptable. All bids must comply with the Alabama State Bid Law.

A surety legally authorized to conduct business in the State of Alabama shall issue the security bond. The successful bidder's security will be retained until he/she has signed the contract. The Piedmont City Schools reserves the right to retain the other bidders security until sixty (60) days after bid opening or until the contract is executed, whichever is shorter. If any bidder refuses to enter into a contract, the Piedmont City Schools will retain his/her bid security.

WITHDRAWAL OF BIDS:

No bid may be revised unless a written modification signed in the same manner as the bid is actually received by the Director of Child Nutrition Programs before bid opening time. Bids may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the bid and received by the Director of Child Nutrition Programs prior to bid opening time. **NO BID SHALL BE WITHDRAWN OR MODIFIED AFTER THE TIME SET FOR BID OPENING.**

All material submitted in response to this request for bid shall become the property of the Piedmont City Schools.

LATE BIDS:

Bids received after the times set for the bid opening will not be considered.

REJECTION OF BIDS:

The Piedmont City Schools may reject a bid, but not limited to the following, if:

1. The bidder misrepresents or conceals any material fact in the bid.
2. The bid does not conform to the bid documents.
3. The bid does not comply with requirements, specifications and conditions of the bid document.
4. It is deemed in the best interest of the Piedmont City Schools.

ACCEPTANCE OF BID:

Upon acceptance of a bid by the Piedmont City Schools and issuance of a contract award or purchase order by the Director of Child Nutrition Programs the successful bidder will deliver LARGE FOOD SERVICE EQUIPMENT as specified at the stated price, within the time specified, and in accordance with all provisions of the bid documents.

AWARD OF CONTRACT:

The contract will be awarded on evaluation of bids considering all essential factors and in a manner which will best serve the interest of the Piedmont City Schools. It is not the policy of the Piedmont City Schools to award contracts on the basis of price alone, with quality and suitability to purpose and the needs of the Piedmont City Schools being controlling factors.

The Piedmont City Schools will award the contract to the lowest responsible responsive bidder or will reject any or all bids.

BID RESULTS:

All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for sixty (60) days pending evaluation and award.

ADDITIONAL BID COPIES:

Additional copies of this Request for Bid can be obtained by submitting payment of \$25.00 (per copy) to the Child Nutrition Programs Department. All checks shall be made payable to the Piedmont City Schools.

TECHNICAL REPRESENTATIVES:

Any advice, approvals, or instructions given by the Piedmont City Schools staff, technical personnel or other representatives to any bidder are expressions of personal opinion only and do not alter or amend the bid document unless included in an addendum. All questions must be directed to the Director of Child Nutrition Programs.

WARRANTY OF PRICE:

The Piedmont City Schools will pay the price for LARGE FOOD SERVICE EQUIPMENT specified by the vendor's bid. The vendor warrants its price to be no higher than the vendor's current prices for LARGE FOOD SERVICE EQUIPMENT by others for identical LARGE FOOD SERVICE EQUIPMENT covered by this Request for Bid for others, for similar quantities, under similar conditions, and methods of purchase. During the course of this contract, the vendor will inform the Piedmont City Schools, and give the Piedmont City Schools the opportunity to take advantage of any price decrease for LARGE FOOD SERVICE EQUIPMENT sold to similar customers.

PATENTS, INDEMNIFICATION, AND INFRINGEMENT:

The vendor agrees to indemnify, hold harmless and defend the Piedmont Board of Education, Piedmont City Schools, its Superintendent officers, agents and employees against all claims, suits, demands or damages for alleged or actual infringement of patents, copyrights or trademarks by the LARGE FOOD SERVICE EQUIPMENT furnished hereunder.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement to indemnify and hold harmless the Piedmont Board of Education, Piedmont City Schools, its Superintendent, officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority arising out of, attributable to or in connection with the use and/or possession of LARGE FOOD SERVICE EQUIPMENT furnished in this

bid. The vendor also covenants and agrees, at its sole cost and expense, to hold the Piedmont Board of Education, Piedmont City Schools and its Superintendent, officers, agents and employees from and against all judgements, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Piedmont Board of Education, Piedmont City Schools or against any of the Board's officers, agents or employees, by reason of such claim, the vendor upon notice from the Piedmont Board of Education will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the Piedmont Board of Education, Piedmont City Schools or its Superintendent, officers, agents or employees.

The Piedmont Board of Education, Piedmont City Schools, its Superintendent, officers, agents or employees will not be held liable for any injury or damage to persons or property resulting from the use, misuse or failure of any equipment used by the vendor or any of vendor's agents, servants or employees, even if such equipment furnished by the Piedmont Board of Education, Piedmont City Schools, its Superintendent, officers, agents or employees to the vendor. The acceptance or use of any such equipment by the vendor shall be construed to mean that the vendor accepts full responsibility for, and agrees to indemnify the Piedmont Board of Education, Piedmont City Schools, its Superintendent, officers, agents or employees against any loss liability and claims for any injury or damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage or injury is to an employee, agent or servant or the property of the vendor, other vendors, the Piedmont Board of Education, Piedmont City Schools, its Superintendent, officers, agents, employees or other persons.

PAYMENTS:

The Piedmont City Schools upon satisfactory delivery and acceptance of LARGE FOOD SERVICE EQUIPMENT and submission of an invoice will make payment to the address on the purchase order.

Payment terms are net thirty (30) days upon the satisfactory delivery of and submission of an acceptable invoice.

At a minimum, invoices will include:

1. Name, address and telephone number of the vendor and similar information in the event payment is to be made to a different address.
2. The purchase order number.
3. Accurate listing of LARGE FOOD SERVICE EQUIPMENT purchased.
4. Quantity, applicable unit prices, total prices and total invoice amount.
5. Any additional information called for by the Request for Bid.

DISCOUNTS:

Prompt payment discounts will not be considered in determining low bids and making awards.

INSPECTION AND ACCEPTANCE:

The Piedmont City Schools will inspect and accept all LARGE FOOD SERVICE EQUIPMENT Components under this contract and may reject LARGE FOOD SERVICE EQUIPMENT Components which are damaged or which do not conform to the specifications.

Any LARGE FOOD SERVICE EQUIPMENT Components damaged during delivery shall be the responsibility of the bidder who shall file any and all claims for damages with the insurance carrier and

shall promptly replace all damaged LARGE FOOD SERVICE EQUIPMENT regardless of the status of claim with insurance carrier.

WARRANTIES:

The bidder warrants to the Piedmont City Schools that all LARGE FOOD SERVICE EQUIPMENT Components delivered will conform to the specifications and will be of merchantability quality, good workmanship, free from defects and fit for all purposes specified in this contract. The bidder will provide copies of applicable warranties or guarantees to the Director of Child Nutrition Programs or other authorized personnel. The Piedmont City Schools may return LARGE FOOD SERVICE EQUIPMENT Components not meeting applicable warranties to the bidder at the bidder's expense.

GRATUITIES:

The Piedmont Board of Education and Piedmont City Schools may terminate this contract if the Piedmont Board of Education and Piedmont City Schools finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the Piedmont Board of Education and Piedmont City Schools to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

DELEGATION, SUBCONTRACTS, ASSIGNMENT:

The bidder will not, without written consent of the Piedmont City Schools, make any contract with any other entity for furnishing any LARGE FOOD SERVICE EQUIPMENT Components covered by this contract or assign its obligations under this contract.

PROTESTS:

Any protest to the Piedmont Board of Education or Piedmont City Schools for consideration of any bid must be submitted in writing and received by the Director of Child Nutrition Programs no later than five (5) calendar days after bid opening. The Director of Child Nutrition Programs will send a written reply to the protest to the protesting bidder.

DISPUTES AND APPEALS:

The Piedmont Board of Education is the final authority on issues relating to this contract. The Director of the Child Nutrition Programs is the Piedmont Board of Education and Piedmont City Schools representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence.

If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Superintendent of Schools through the Director of Child Nutrition Programs within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Piedmont Board of Education is final and conclusive and binding on all parties concerned.

TERMINATION FOR DEFAULT:

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the other party to terminate this agreement by written notice.

EXPERIENCE:

Bidder certifies that it has a minimum of five (5) years experience in this field.