



**COMMUNITY ACTION CORPORATION OF SOUTH TEXAS**

**Commercial Kitchen Equipment RFP**

PROPOSALS DUE:

**11/16/2018**

**Attn: April Anzaldua, Director of Community Services & Development**

Community Action Corporation of South Texas

204 E. First St.

Alice, TX 78332

[april.anzaldua@cacost.org](mailto:april.anzaldua@cacost.org)

**REQUEST FOR PROPOSAL (RFP)**  
**Commercial Kitchen Equipment**

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**INTRODUCTION**

CACOST is a private non-profit organization established in 1971 and funded through federal, state and local grants. Our mission is to continuously improve the lives of South Texans by providing high-quality health care, education, housing, and economic opportunities to reduce poverty through services and partnerships. CACOST programs include Head Start, Community Health Centers, Community Services, Early Childhood Intervention, and Congregate & Home Delivered Meals.

**GENERAL CONDITIONS**

**Purpose**

Community Action Corporation of South Texas (CACOST) is seeking Request for Proposals (RFP) from qualified contractors with demonstrated competence and experience to provide **Commercial Kitchen Equipment** for Non-Profit agencies.

**Submission Information**

Closing date: RFP must be submitted no later than **5 p.m., November 16, 2018**.

Inquiries & Contact Person: All questions concerning this RFP packet should be directed to Ms. April Anzaldúa, Director of Community Services & Development at [april.anzaldua@cacost.org](mailto:april.anzaldua@cacost.org). Correspondence with individuals other than those listed herein will not be allowed. From the issuance date of this RFP, until a firm/individual is selected and the selection is announced, firms are not allowed to communicate regarding this RFP with any CACOST director, employee, or consultant. Any inquiry regarding this RFP must be directed to the contact listed above. CACOST reserves the right to disqualify any Proposer who is found in violation of this provision. No questions other than written via email will be accepted, and no response other than written will be binding upon CACOST.

Costs of Submission Preparation: All costs incurred in the preparation of responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CACOST. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CACOST.

Submission Instructions to Vendors: To be considered responsive and receive an evaluation, RFP must fully address all sections of the RFP. Your RFP should be addressed as follows:

**Community Action Corporation of South Texas**

RFP for Commercial Kitchen Equipment

ATTN: April Anzaldua, Director of Community Services & Development

204 E. First St.

Alice, Texas 78332

OR via email to [april.anzaldua@cacost.org](mailto:april.anzaldua@cacost.org)

It is the responsibility of the Contractor to ensure that the proposal is received by the date and time specified above. **If no proposals are received within the time frame, CACOST will solicit quotes from vendors.** Confirmation of receipt is the sole responsibility of the Contractor. RFP submissions may include value-added alternatives and any relevant information in addition to the information requested in the RFP. RFPs will be reviewed promptly at 5:00 p.m. on November 16, 2018

Notification of Award: CACOST anticipates but does not guarantee that a contract or multiple contracts will be awarded on around the week of November 19, 2018. Award will be made to the Contractor(s) based on the listed evaluation criteria and the responses that are most compatible with CACOST's needs. CACOST will be the sole judge in making this determination.

CACOST is not bound to accept the lowest bid, nor any proposal submitted. A contract for the accepted proposal will be drafted based upon the factors described in this RFP. CACOST is not bound to purchase all items specified on bid.

**Expected Timelines:**

<b>Event</b>	<b>Date(s)</b>
<b>RFP Notification Posting</b>	September 27, 2018
<b>Responses Due</b>	October 12, 2018 by 5 p.m. November 16, 2018 by 5 p.m.
<b>The Announcement of Intent to Award</b>	Week of November 19, 2018
<b>Estimated Contract Date</b>	November 23, 2018

## **ADDITIONAL TERMS & CONDITIONS**

### Confidentiality

The Contractor agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to CACOST, the Contractor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Contractor's possession, to these employees on the Contractor's staff who must have the information on a "need-to-know" basis. The Contractor agrees to notify immediately, in writing, CACOST's authorized representative in the event the Contractor determines or has reason to suspect a breach of this requirement.

### Limitations and Reservations

CACOST reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Contractors. Should the successful Contractor and CACOST fail to come to an agreement, CACOST may at its sole discretion award work to any of the remaining Contractors. The Contractor to whom the contract is awarded shall be required to enter into a written contract with CACOST. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract.

This RFP does not commit CACOST to award a contract, to pay any costs incurred for the preparation of proposals or to procure or contract for any services.

CACOST specifically reserves the right to vary the provisions set forth herein any time prior to the execution of a contract where such variance is deemed to be in the best interest of the needs of CACOST.

If selected for negotiations, Contractor may be required to prepare and submit additional information prior to final vendor(s) selection, in order to reach terms for the provision of services, which are agreeable to both parties.

### Small, Women and/or Minority-Owned Business

Efforts will be made by CACOST to utilize small businesses, women and minority-owned business, with the consideration that the primary responsibility is the most favorable return to CACOST. A Contractor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

### Equal Opportunity

It is the policy of CACOST not to discriminate on the basis of race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief or any other consideration made unlawful by applicable federal, state or local laws. Contractor agrees not to discriminate against any employee or applicant for employment to be

employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, and 5 privileges of employment, or a matter directly or indirectly related to employment, because of age or race, color, creed, gender, religion, marital status, age, national origin, or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief. Contractor further agrees that every subcontractor entered into for the performance of the Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of the covenant may be regarded as a material breach of the Agreement.

#### Modification and Renewals

CACOST reserves the right to negotiate a modification or renewal for Commercial Kitchen Equipment and Related Services in connection with any executed agreement/contract funded through this RFP without repeating the RFP process for a period of up to four (4) years from the original proposal initiation.

Contractor modifications and renewals shall be considered based on the Contractor's ability to meet CACOST needs.

#### **Insurance Requirements**

The contractor, at the contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas with policies and forms satisfactory to the Agency.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the Agency, constitute a material breach of this Contract.

The contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Agency shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Agency.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Agency, its agents, representatives, directors, officers, and employees for any claims arising out of the contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Agency under such policies. The contractor shall be solely responsible for the deductible and/or self-insured retention and the

Agency, at its option, may require the contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The Agency reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Agency shall not be obligated, however, to review same or to advise the contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the contractor from, or be deemed a waiver of the Agency's right to insist on, strict fulfillment of contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name CACOST, its agents, representatives, officers, directors, officials, and employees as Additional Insured.

## **Required Coverage**

### **A. General Liability**

The contractor shall maintain and cause any subcontractor to maintain Commercial General Liability insurance with a limit of not less than \$300,000 for each occurrence with a \$300,000 Products and Completed Operations Aggregate and \$300,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third-party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for the contractor's operations and products and completed operations.

### **B. Workers' Compensation**

The contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less

than \$300,000 for each accident, \$300,000 disease for each employee, and \$300,000 disease policy limit. In case any work is subcontracted, the contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the contractor.

### **C. Automobile Liability**

Contractor shall maintain and cause any subcontractors to maintain Commercial/Business and Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto," (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$300,000 per accident limits for bodily injury and property damage shall apply.

### **D. Certificates of Insurance**

Prior to commencing Services under this contract, the contractor shall furnish the CACOST with Certificates of Insurance, or formal endorsements as required by the Contract, issued by contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to CACOST thirty (30) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid or proposal serial number and title.

### **E. Cancellation and Expiration Notice**

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to CACOST.

## SCOPE OF SERVICES

### **Background**

CACOST recently relocated its kitchen facility from Aransas Pass, Texas, to Taft, Texas, due to the destruction from Hurricane Harvey at the Aransas Pass kitchen site. We are looking to re-open our San Patricio County kitchen as soon as we are able to equip the kitchen and have all necessary inspections conducted.

### **Goals and Objectives**

CACOST's goal of this RFP process is to obtain quotes for Commercial Kitchen Equipment and the necessary services (delivery, set-up and/or installation, removal and disposition of old equipment, and service warranty) to operate the equipment as necessary for Community Action Corporation of South Texas.

## PROPOSAL SUBMITTAL GUIDELINES

Proposals should be as brief and concise as possible, providing relevant information and excluding marketing materials. Responses are preferred to **7** letter size pages, single sided; product specifications are not included in page limit. Each proposal must include all of the following content in each of the following sections:

- **Cover Letter:** Cover letter should include the name, address and telephone number of the proposer and all key personnel that will assist in providing the requested equipment and service. The letter should be signed by an individual authorized to submit the required information to CACOST. **Page limit: 1.**
- **Individual/Company Experience and Qualifications:** Provide a brief history of experience, including the number of years in business, bonding information (if applicable), and the number of years providing the type of proposed services. **Page limit: 1.**
- A statement warranting that all persons providing services to CACOST are legally authorized to work in the United States. **Page limit: 1.**
- **Cost per Item:** Provide a cost per item that outlines all expenses associated with that item as noted in Attachment A. **Page limit: 2.** May use table format as presented in Attachment A. *Please send Individual Specifications per equipment piece as quoted.* **Page limit: None**

At a minimum, the following information should be included in Cost per Item:

- Item Description
- Quantity
- Cost per item (may send quotes with 2-3 grades of similar equipment)
- Specifications (may be included as attachment)
- Total cost if quantity is more than 1

- o Warranty (as applicable)
  - o Any other additional costs associated with delivery, installation (if applicable), disposition of old equipment as necessary, warranty, or any other cost associated with equipment purchase.
- **Timeline:** Provide a Timeline that outlines the completion of tasks provided in Attachment B. **Page limit: 1.**  
At a minimum, the following information should be included in the Work Plan:
    - o Task
    - o Person Responsible
    - o Time frame for completion
  - **References:** Provide the names and contact person(s) of your firm's three (3) most relevant references for which your firm has provided services comparable to the services described herein over the past three years. **Page limit: 1.**  
At a minimum, the following information should be included for each reference:
    - o Name, address, and contact information, including email address
    - o Description and scope of work

## ATTACHMENT A: COMMERCIAL KITCHEN EQUIPMENT

CACOST is requesting quotes for the following commercial kitchen equipment:

Item Description	Quantity	Cost/item (List 2-3 grades of equipment with specifications)	Total Cost of Equipment	Warranty	*Any additional costs
25' - 30' Vent Hood with Vent Hood System	1				
Braising Pan - 40 gallon gas tilting braising pan	1				
Stainless steel prep tables (8' x 30")	7				
Stainless Steel Triple Sinks	2				
Hot Food Cabinet (18 pan capacity)	1				
Hot Food Table - 3 wells	4				
**Walk-in Cooler	1				
**Walk-in Freezer	1				
Commercial grade Upright Freezer - Stainless Steel	5				
Commercial Grade Upright Cooler - Stainless Steel 60+ Cu. Ft.	4				
30" Upright Ice Machine (500 lb. min. capacity/day)	1				
60" Commercial Gas Range-10 burners, 2 ovens	3				
Commercial Convection oven, single or double, gas, 5 rack minimum	3				

\*costs associated with delivery, set-up and/or installation, warranty, etc.

\*\*Walk-in Cooler/Freezer may replace the 5 Upright Freezers and 4 Coolers; therefore must be large enough to store comparable to quantity/size of all Uprights. Please provide quotes for all Walk-ins and Uprights.

## **ATTACHMENT B: TASKS**

1. Order commercial kitchen equipment as specified by CACOST
2. Deliver commercial kitchen equipment as specified by CACOST
3. Set-up and install commercial kitchen equipment as specified by CACOST
4. Review warranties, operation of equipment, any any other tasks necessary to fully operate equipment

### **Duties of Contractor**

- A. In addition to the items requested, please note if there are any additional value added services the contractor provides.

### **Duties of CACOST**

- A. CACOST will review documentation submitted by Contractor to assure compliance with contractual agreement. Kitchen equipment and the necessary services to operate the equipment as mentioned above not meeting such requirements will be returned to the Contractor as per the contracted agreement.
- B. CACOST will assist in scheduling the times and locations for kitchen equipment to be delivered, disposed of, and set-up or installed.
- C. CACOST will contact the Contractor if additional unscheduled "on-call" service is needed.

## Evaluation and Award of Proposals

Evaluation of each proposal will be based on the factors identified below:

<b>Factors</b>	<b>Points</b>
Understanding the scope of work and approach	20
Prior Experience: Individual/Firm's history with similar sales and services. Firm's experience in commercial kitchen equipment, set-up and installation of equipment, and servicing of equipment of this or greater scope.	30
REFERENCES: Provide contact person(s) of Vendor's most relevant references for which it has provided sales and services comparable to the described herein over the past three years. Include name, address, phone number, email address, and description of work.	10
Cost/Price Proposal	40

### **Cost/Price Proposed**

NOTE: CACOST does not pay sales or use taxes. The bid amount submitted by the Contractor will not be negotiable after acceptance by CACOST. Accepted proposal amounts shall be reflected in the awarded contract and shall be negotiable during the term of the contract unless a material change in the business operations or service obligations of the parties occurs.