



COMMUNITY ACTION CORPORATION OF SOUTH TEXAS

Commercial Kitchen Equipment RFP

PROPOSALS DUE:

5/30/2019

Attn: Norma Garza, Community Services & Development

Community Action Corporation of South Texas

204 E. First St.

Alice, TX 78332

norma.garza@cacost.org

Community Action Corporation of South Texas

204 E. First St. • Alice, TX 78332 • Ph. 361.664.0145

REQUEST FOR PROPOSAL (RFP) Commercial Kitchen Equipment

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 Proposals 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., May 30, 2019**.

Inquiries & Contact Person: All questions concerning this RFP packet should be directed to Ms. Norma Garza, Community Services & Development Administrative Assistant at norma.garza@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: Norma Garza, Community Services & Development

204 E. First St.

Alice, Texas 78332

OR via email to norma.garza@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. Proposals may be withdrawn in writing prior to the deadline to norma.garza@cacost.org.

Notification of Award: CACOST anticipates but does not guarantee that a contract or multiple contracts will be awarded on around the week of June 3, 2019. 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.

CACOST may investigate the qualification of any vendor under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. CACOST also reserves certain rights, including, but not limited to, the following:

- a. Reject any or all of the proposals
- b. Issue subsequent Requests for Proposals
- c. Cancel the entire Request for Proposal
- d. Remedy technical errors in the Request for Proposal process
- e. Appoint evaluation committees to review qualifications and proposals
- f. Seek the assistance of outside technical experts in evaluation
- g. Approve or disapprove the use of particular subcontractors
- h. Solicit best and final offers from all, some, or one of the vendors
- i. Award a contract to one or more vendors
- j. Waive informalities and irregularities in RFP

- k. Award without discussion
- l. cancel an awarded contract within a thirty (30) day written notice if performance is unsatisfactory. No penalty and/or fee may be imposed
- m. Conduct pre-contract negotiations with any and/or all potential qualified contractors

This RFP shall not, in any manner, be construed to be an obligation on CACOST to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract.

Expected Timelines:

Activity	Date(s)
RFP Notification Posting	May 15, 2019
Responses Due	May 30, 2019, by 5 p.m.
The Announcement of Intent to Award	Week of June 3, 2019
Estimated Contract Date	Week of June 3, 2019

ADDITIONAL TERMS & CONDITIONS

Confidentiality

The Proposer agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to CACOST, the Proposer 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 Proposer's possession, to these employees on the Proposer's staff who must have the information on a "need-to-know" basis. The Proposer agrees to notify immediately, in writing, CACOST's authorized representative in the event the Proposer 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.

COMPLIANCE WITH STATE AND FEDERAL LAWS

Historically Underutilized Businesses:

It is CACOST policy to encourage participation of small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161.

“Historically underutilized business (HUB): means an entity with its principal place of Business in this state that is:

- a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
- a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
- a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- a joint venture in which each entity in the venture is a historically underutilized business, as determined under Government Code Chapter 2161; or
- a supplier contract between a historically underutilized business as determined under Government Code, Chapter 2161 and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

It is the goal of CACOST to include HUBs in at least 10 percent (10%) of the total value of contracts awarded annually.

Certification with Regard to Lobbying:

No Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant or loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Equal Employment Opportunity:

The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60, the affirmative action clause for handicapped workers, set forth in 41 CFR 60, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in the contract. By accepting the contract, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.

Copeland "Anti-Kickback" Act:

All contracts in excess of \$2,000 for construction or repair awarded by recipients of Federally appropriated funds shall comply with 18 U.S.C. 874, the Copeland "Anti-Kickback" Act, as supplemented in Department of Labor regulations 29 CFR 3. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

Davis-Bacon Act:

All contracts in excess of \$2,000 for construction or repair awarded by recipients of federally appropriated funds shall comply with 40 U.S.C. 276a to a-7, the Davis-Bacon Act, as amended and as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Drug Free Workplace:

The Contractor is considered a representative of the Agency while carrying out the duties of the contract. The Agency has a policy that prohibits the possession and/or use of alcohol or illegal drugs when conducting Agency business. If the Contractor is observed engaging in this type of behavior while performing any aspect of the contract, termination of the contract will occur.

Debarment and Suspension:

The contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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 CACOST.

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

Projects awarded as a result of this RFP will vary . The potential tasks identified in this RFP are for information to the Proposer and for proposal evaluation purposes only. Tasks shall not be construed to represent any amount which CACOST shall be obligated to purchase under the contract or relieve the Firm of its obligation to fill all orders placed by CACOST. No proposal will be considered which stipulates that CACOST guarantees to order a specific quantity of any goods/equipment/service.

PROPOSAL SUBMITTAL GUIDELINES AND SCORING:

Proposals should be as brief and concise as possible, providing relevant information and excluding marketing materials. Responses are preferred to letter size pages, single sided, and include product specifications. Each proposal must include all of the following content in each of the following sections:

- 1. Individual/Company Experience and Qualifications (10 points):** Provide the name, address and telephone of the proposer and 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.**
- 2. Cost per Item (70 points):** Provide a cost per item that outlines all expenses associated with that item as noted in Attachment A. 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
 - 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
 - Warranty (as applicable)
 - 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.
- 3. References (10 points):** 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.**

- 4. Value Added Services (10 points):** (optional) Describe any value added services that are free or are offered in addition to the above scope of work (ie. delivery service, haul away of old equipment, floor plan drafting, etc.) **Page limit: 1**

Evaluation and Award of Proposals:

In accordance with applicable laws, rules and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by assigned staff to be the best value to CACOST. The proposal must be submitted on time and must materially satisfy all mandatory requirements identified above to qualify for evaluation. A written acceptance mailed or otherwise furnished to the qualified contractor(s) is required prior to commencement of any work under this RFP.

This Request is seeking to identify the Respondent(s) most qualified to provide A/E Services. CACOST, in its sole discretion, will determine the most qualified Respondent(s) to provide the Services, based on the information in the response submittals. The Respondent(s) may be asked to interview with CACOST representatives, make an oral presentation and/or respond to questions regarding the submittal response. CACOST may elect to negotiate pricing with one or more of the most qualified Respondents. CACOST, in its sole discretion, will make its final selection of the Respondent(s) whose experience, expertise, reputation, capabilities and past performance is determined to be best suited for the performance of the Services. CACOST's decision is final and is not subject to any form of administrative review, appeal or protest. CACOST contemplates award of the contract to the responsible Offeror with the highest total points.

Evaluation Criteria:

A committee selected by CACOST will review and evaluate all proposals and make a recommendation to the CACOST Executive Director. Each proposal will be evaluated according to the following set of criteria. The evaluation committee may use any material submitted in the proposal for any item in the evaluation process. **Responses to #1-4 will be scored as listed in the Proposal Requirements and Scoring.**

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
12' Vent Hood with Vent Hood System	1				
Braising Pan - 40 gallon gas tilting braising pan	1				
Stainless steel prep tables (8' x 30")	1				
Stainless Steel Triple Sinks	1				
Hot Food Cabinet (18 pan capacity)	1				
Hot Food Table - 3 wells	1				
Commercial grade Upright Freezer - Stainless Steel	1				
Commercial Grade Upright Cooler - Stainless Steel 60+ Cu. Ft.	1				
30" Upright Ice Machine (500 lb. min. capacity/day)	1				
60" Commercial Gas Range-10 burners, 2 ovens	1				
Commercial Convection oven, single or double, gas, 5 rack minimum	1				

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

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.

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.