



To All Providers:

Please submit a sealed proposal for **REFRIGERATION AND COOKING EQUIPMENT REPAIR AND MAINTENANCE AND NEW EQUIPMENT PURCHASE AND INSTALLATION SERVICES** to the Westbury Union Free School District. The district will receive sealed proposals on or prior to **10:00 am on Thursday, November 10, 2022**. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified. Proposals must be submitted in a sealed envelope plainly marked on the outside: **RFP#2022-15 REFRIGERATION AND COOKING EQUIPMENT REPAIR AND MAINTENANCE AND NEW EQUIPMENT PURCHASE AND INSTALLATION SERVICES**.

Proposals will be opened on the stated date at 10:00 in the District Office located at 2 Hitchcock Lane, Old Westbury, NY. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of One Hundred Twenty (120) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Assistant Superintendent for Finance & Operations or his / her designee shall make such determination.

The Westbury Union Free School District reserves the right to reject any or all proposals that it considers not to be in the best interest of the school district.

Please read the attached material carefully before submitting your proposal.

The District invites a competitive RFP from experienced professionals or firms, hereinafter referred to as (Proposer”), to perform Labor and Materials services for **REFRIGERATION AND COOKING EQUIPMENT REPAIR AND MAINTENANCE AND NEW EQUIPMENT PURCHASE AND INSTALLATION SERVICES** for 2022-2024 for the Westbury UFSD Child Nutrition Program. In accordance with the District’s policies and procedures, contracts for Labor and Materials services requiring special skill or training are subject to competitive bidding requirements of §103 of General Municipal Law when these services exceed \$35,000. The District anticipates that these services for 2021-2022 have exceed \$35,000 at the time of this RFP and furthermore anticipate total expenditures for these services to be approximately \$40,000. Prior years’ expenditures were approximately \$50,000.

I. PURPOSE

The Westbury Union Free School District, hereinafter referred to as “the District”, invites quotations/proposals from providers of **REFRIGERATION AND COOKING EQUIPMENT REPAIR AND MAINTENANCE AND NEW EQUIPMENT PURCHASE AND INSTALLATION SERVICES** for the remainder of the 2022-2023 School Year, and for the 2023-2024 School Year ending June 30, 2024, extendable up to a maximum of five (5) years.

II. RECEIPT OF PROPOSALS

An original and one (1) copy of the proposal must be submitted to the Business Office. Envelopes must be clearly marked **RFP#2022-15 REFRIGERATION AND COOKING EQUIPMENT REPAIR AND MAINTENANCE AND NEW EQUIPMENT PURCHASE AND INSTALLATION SERVICES** and the name and address of the proposer.

Proposals must be received no later than **10:00 AM on NOVEMBER 10, 2022** at the following address:

Mr. Robert Stein
Deputy Purchasing Agent
2 Hitchcock Lane
Old Westbury, NY 11568

Please note that, in the unforeseen event that the School District is closed for instruction due to COVID or other emergency situation, essential employees will be on-site. Therefore, we will continue to receive proposals in response to this RFP on or before the due date and time. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date may not be considered and may be returned to the firm unopened.

During the evaluation process, the School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

III. PROPOSAL SUBMISSIONS

All proposals must be submitted in two parts. Part 1 must address experience and references. Part 2 must

consist of complete cost and pricing information. Incomplete submissions will not be considered for award. Proposals should not be excessively long and should be submitted in a format that permits copying for review.

In addition, all proposals must include a completed Vendor Information Acknowledgment Form, References, Vendor Disclosure, Non-Collusive Certification, and Certification of Compliance with the Iran Divestment Act of 2012. All materials submitted in response to this request for proposal shall become the property of the District.

IV. BACKGROUND

The following is a brief description of the School District:

1. Student Enrollment at Westbury School District – approx. 4,700
2. Number of Schools – 6
3. Management
 - a. Superintendent
 - b. Assistant Superintendent for Curriculum and Instruction
 - c. Assistant Superintendent for Personnel
 - d. Assistant Superintendent for Finance & Operations

V. SCOPE OF SERVICES

The Proposer will provide Child Nutrition Department Labor and Materials Services to the District and Board, including, but not limited to the following:

Labor and Materials for **REFRIGERATION AND COOKING EQUIPMENT REPAIR AND MAINTENANCE AND NEW EQUIPMENT PURCHASE AND INSTALLATION SERVICES.**

PART 1 – EXPERIENCE AND REFERENCES

In setting forth its qualifications, each individual or firm submitting a proposal shall:

- a. Provide the name and or name of the firm as well as a brief description of its business activities and history.
- b. Provide information on how long the firm or individual has been in business and length of its experience in providing school districts.
- c. Identify the firm's professional staff members, who specifically will be involved in this Child Nutrition Department Labor and Materials Services engagement, the experiences of each as the services relate to public school Child Nutrition Department Labor and Material Services, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide Child Nutrition Department Labor and Material Services to the District.
- d. Provide a listing and description of similar Child Nutrition Department Labor and Material Services contracts and/or projects awarded with other organizations giving dates

of service.

- e. Provide the name and title of person(s) submitting the proposal, the firm's main office address, and primary and secondary points of contact and their telephone and fax numbers (including area codes).
- f. Detail the experience your firm and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific to Pre K - 12 public school districts.
- g. Provide at least *three* (3) client references from similar projects. Include contact names, addresses and telephone numbers. Provide a list of current and former educational clients and describe the nature of the work experience with these clients. Identify the nature of any potential conflict of interest (in fact or appearance) the individual or agency might have in providing these services to the District.
- h. Complete the attached non-collusion statement.

PART 2 – COSTS / FEES

State the hourly rates at which the services would be provided to the District.

LABOR RATES

(Write in the description of the labor and applicable hourly rate. Include normal rates and rates beyond normal business operation hours).

RATE TYPE	CONTRACT PERIOD 1 12/1/22-6/30/23 HOURLY RATE	CONTRACT PERIOD 2 7/1/23-6/30/24 HOURLY RATE
REGULAR HOURLY RATE		
OVER TIME RATE		
PREMIUM RATE		
OTHER		
OTHER		
OTHER		

PARTS AND MATERIALS

Cost of Parts (Provide Detail) _____

MAXIMUM RESPONSE TIME TO SERVICE CALLS

During normal business hours _____ hour(s) _____ hour(s)

After normal business hours _____ hour(s) _____ hour(s)

ADDITIONAL PRICING

(All additional prices that may apply must be listed and submitted with this proposal. Attach the pricing to this proposal certification).

REVIEW OF PROPOSALS

Proposals shall be evaluated based upon the following:

- a. Professional qualifications and prior experience and proposer's demonstrated capabilities.
- b. Total proposed price.
- c. Client references.

SCORING AND EVALUATION

The District will evaluate each proposal using the following criteria:

DESCRIPTION	PERCENT
Experience and references (as specified in Part 1 of the RFP)	25%
Labor Rates	50%
Cost of Parts and Materials	15%
Response Time to Service Calls	10%

TERM OF CONTRACT

Contract Period 1: December 1, 2022 through June 30, 2023

Contract Period 2: July 1, 2023 through June 30, 2024

INFORMATION FOR THE CHILD NUTRITION DEPARTMENT LABOR AND MATERIALS

Any question(s) submitted by an individual for firm regarding this RFP must be directed to:

Mr. Robert Stein
Deputy Purchasing Agent
Phone: (516) 874-1895
Fax: (516) 876-2351

VI. INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the District as an additional insured on the proposer's insurance policies, with the exception of workers' compensation, N.Y. State Disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

1. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secured" insurer, licensed in New York State.
 - b. State that the Proposer's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

- c. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rest solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. The certificate of insurance must describe the specific services provided by the Proposer that are covered by the liability policies.
 - e. At the District's request, the Proposer shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Proposer will provide a copy of the policy endorsements and forms.
 - f. Contain a 30-day notice of cancellation.
2. The Proposer agrees to indemnify the District for any applicable deductibles and self-insured retentions.
 3. Required Insurance:
 - Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of (DISTRICT) as an additional insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
 - The policy naming (DISTRICT) as an additional insured should:
 - a. Be an insurance policy from an A.M. Best rated A- or better insurer. A New York licensed insurer is strongly preferred.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the (DISTRICT), its Board, employees and volunteers with a waiver of subrogation in favor of the (DISTRICT).
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to (DISTRICT) for both on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with (DISTRICT). A complete copy of the endorsements must be attached to the certificate of insurance.
 - The contractor agrees to indemnify (DISTRICT) for any applicable deductibles and/or self-insured retentions.
 - Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
 - \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 - \$2,000,000 Products and Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
 - b. **Automobile Liability**
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
 - Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates

are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.

- a. The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.
- b. At the DISTRICT's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
- c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
- The maintenance, repair or service provider acknowledges that failure to obtain such insurance on behalf of (DISTRICT) constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the DISTRICT. The maintenance, repair or service provider is to provide (DISTRICT) with a certificate of insurance, evidencing the above requirements has been met, prior to the commencement of work or use of facilities.
- Sub-contractors are subject to the same terms and conditions as stated above and submit same to DISTRICT for approval prior to start of any work.
- In the event the maintenance, repair or service provider fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the maintenance, repair or service provider shall indemnify, defend and hold harmless the (DISTRICT), its Board, employees and volunteers from any and all claims for which the required insurance would have provided Coverage.

Indemnification

To the fullest extent permitted by law, **(Maintenance, Repair or Service Provider's Name)** agrees to defend, indemnify and hold harmless the **(DISTRICT)**, as well as any other parties which the maintenance, repair or service provider is required under the contract documents to defend, indemnify and hold harmless, their agents, servants and employees, from and against any claim, cost, expense or liability (including costs and attorneys' fees incurred in enforcing this indemnity), attributed to bodily injury, sickness, disease or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the work by the maintenance, repair or service provider, its subcontractors and suppliers or their agents, servants and employees whether or not caused in part by the active or passive negligence, partial negligence or other fault of the party indemnified hereunder; provided, however, the maintenance repair or service provider's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of the party indemnified hereunder. The contractor's obligation shall not be limited by the provisions of any Workers' Compensation Law or similar Act.

The District is a member/owner of the NY Districts Insurance Reciprocal (NYSIR). The Proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

VII. INTERVIEW

The award process may include an interview with Central Office Administrative Staff. Date of interview to be determined.

VIII. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW." The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

IX. TERMINATION OF CONTRACT

Any contract agreed to under this Request for Proposal is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Technology Consulting Services provider.

X. RIGHT TO REJECT A REQUEST FOR PROPOSAL

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information and clarifications from proposers, to allow corrections of errors or omissions, and to negotiate with one or more of the finalists regarding the terms of the engagement. Any information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without any liability of any kind whatsoever. The District intends to select the Technology Consulting Services provider that, in its opinion best meets the District's needs, and not necessarily the provider whose fees are the lowest.

XI. REQUESTS FOR CLARIFICATION/INFORMATION

All requests for clarification or additional information as related to this Bid/Proposal shall be submitted in writing via fax or e-mail to:

Mr. Robert Stein
Deputy Purchasing Agent
Fax (516) 876-2351
Email: rstein@westburyschools.org

Please include the firm's name, a contact person's name, a fax number and an email address.

XII. ACKNOWLEDGMENT FORM

Included within this Request for Proposal is the acknowledgment form to be used in connection with the services to be provided. Proposers should review the contents of the acknowledgment form and base his/her/its proposal on the provisions therein. The terms and conditions set forth in the Request for Proposal are incorporated into the acknowledgment form by reference and shall form a part of the Agreement executed by the Board of Education and the successful proposer.

VENDOR INFORMATION & ACKNOWLEDGMENT FORM

The undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Request for Proposal Documents at the prices indicated on the Rate Sheet Form.

Company Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone (____) _____ Fax (____) _____ E-mail _____

Signature _____ Date _____

Print Name _____ Title _____

Please indicate the representative from your company who should receive all correspondence relating to this bid:

Name: _____ Title: _____

Address: (if different from above) _____

Telephone: _____ Fax: _____ Email: _____

Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Request for Proposal and any addenda, if issued.

Yes No

Proposers Authorized Signature: _____

REFERENCES

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Company Name:

Address:

Contact Person:

Telephone:

Dates of Contract(s)

Proposer's Name: _____

WESTBURY UNION FREE SCHOOL DISTRICT
REQUEST FOR PROPOSAL FOR REFRIGERATION AND

**PROPOSER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT OF 2012**

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

Proposer's Certification

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-an of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
 _____, 20__

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
day of _____, 20__

Notary Public

Dated:

**WESTBURY UNION FREE SCHOOL DISTRICT
REQUEST FOR PROPOSAL FOR REFRIGERATION AND
BID PROPOSAL NON-COLLUSIVE CERTIFICATION**

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

1. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

2. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal here-after made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).
- (2) Any bid hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature _____ Title _____