

# **REQUEST FOR PROPOSAL**

## **Dishwasher-Conveyor**



**Wayne County School**

**Nutrition Department**

**Monticello, Kentucky**

**606-340-8684**

**RFP# FS2023-P05**

**Proposal Submission Deadline:**

**12:00 PM (EDT), January 23, 2023**

**This institution is an equal opportunity provider.**

REQUEST FOR PROPOSAL#:	<u>FS2023-P05</u>
PROPOSAL POSTING DATE:	<u>January 3, 2023</u>
CLOSING DATE & TIME:	<u>January 23, 2023 at 12:00 PM</u>
CONTRACT AWARD DATE:	<u>January 23, 2023 at 1:00 PM</u>
ITEMS:	<u>Dishwasher-Conveyor</u>

**Proposals must be in a sealed package with RFP# included on the outside of parcel.** Proposal may be mailed by United States Postal Service, hand delivered, or by any commercial carrier. **It is the Responder's responsibility to ensure the Proposal arrives by the closing date and time. Email, fax, or telephone proposals shall not be accepted. There are no exceptions. Mailing address is:**

**Request for Proposal  
RFP#FS2023-P05  
Wayne County Public Schools  
150 Cardinal Way  
Monticello, KY 42633**

**Overview:**

The Wayne County Schools District Department of Nutrition is soliciting proposals from qualified vendors for a new conveyor dishwasher. The objective of this proposal is to locate options that will provide quality commercial grade items/equipment for the best overall value and service.

**INSTRUCTIONS AND CONDITIONS**

**Invitation:** The Wayne County Board of Education will accept sealed proposals for items and/or services listed at the Wayne County Schools Board of Education Office, 150 Cardinal Way, Monticello, KY 42633. Vendors are invited to submit, a sealed proposal subject to the terms and conditions outlined within this request. Please read all instructions and specifications. Failure to comply with this instruction may disqualify your proposal.

Copies of this Request for Proposal may be obtained at the Wayne County Board of Education, 150 Cardinal Way, Monticello, KY 42633, Kentucky Purchasing Cooperative (KPC) <https://www.kpc4me.com/bid-opportunities/> or at Wayne County School Website (Departments-Food Nutrition Services), <http://www.wayne.kyschools.us/>, January 3, 2023 thru January 23, 2023.

The RFP invitation can be received by email upon request. For Further specific information, please contact, Casey Holt, School Nutrition Director, by phone at 606-340-8684 or my email at [casey.holt@wayne.kyschools.us](mailto:casey.holt@wayne.kyschools.us).

**Time and Date of Opening:**

All proposals must be received by 12:00 p.m. Eastern Time, January 23, 2023. Proposals received after this time will not be considered. Proposals will be awarded at 1:00p.m. Eastern Time, January 23, 2023. Proposals are subject to rejection in whole if they limit or modify any of the terms and conditions and/or specifications of the RFP.

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails or delivery services to deliver proposals on time.

**Standard Terms:**

- I. E-mail, fax or telephone submissions will not be accepted. All proposals must be on paper in a sealed envelope marked with Request for Proposal #.
- II. Prices quoted must include all fees, transportation, delivery, assembly, layout and be considered final price. Wayne County School District does not pay sales taxes and a tax exempt form will be provided to awarded vendor.
- III. All proposals must be signed by an authorized company official.
- IV. Wayne County Schools reserves the right to reject any or all bids or proposals, to waive or not waive informalities or irregularities in bid/proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Wayne County Schools to be in the best interest of the school.
- V. All prices shall remain fixed for the term date of the contract.
- VI. Vendor must furnish and keep for the entire length of awarded contract:
  - Workers' Compensation
  - Employer's Liability Insurance(Copy of Insurance must be filed with the School Nutrition Department prior to beginning work)
- VII. **Warranty:** The awarded respondent shall make available and honor all manufacturer's warranties, standard and extended to Wayne County Schools

- VIII. Recalls:** The awarded respondent shall notify Wayne County Schools Nutrition Department of any product recalls. The awarded respondent will issue a credit or comparable substitute for any delivered, recalled product at the schools discretion. All cost associated with the voluntary or involuntary product recalls shall be borne by the awarded respondent.
- IX. Termination for Convenience:** The school district reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The School district, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
- X. Termination for Non-performance:** The School district may terminate the resulting contract for non-performance, as determined by the School district, for such causes as:
- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the School district is not in its best interest, or failure to comply with the terms of this contract;
  - Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
  - Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
  - Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent, receiver or trustee in bankruptcy shall be appointed for the Contractor.
- XI. Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- XII. Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- XIII. Suspension and Debarment:** The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
- By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
    - The certification in this clause is a material representation of fact relied upon by Wayne County School District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Wayne County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- XIV.** In the event that either party deems it necessary to take legal action to enforce the contract and Wayne County School prevails, the contractor agrees to pay all expenses of such action, including attorney fees and costs of litigation.
- XV.** KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Cooperative or its member districts in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.
- XVI.** Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
- XVII. Demand for Assurances:** In the event the School district has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
- XVIII. Notification:** The School district will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the school district's satisfaction within ten (10) calendar days, the School district may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.
- XIX. Attorney's Fees:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the School district prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
- XX. Compensable Damages for Breach Remedies:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the School district.
- Replacement costs.
  - Cost of repeating the competitive bidding procedure expenses.
  - Expenses incurred as the result of delay in obtaining replacements.
  - The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the School district for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.
- XXI. Lobbying: CERTIFICATION REGARDING LOBBYING :** The respondent certifies, to the best of his or her knowledge and belief, that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, 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, the making of any Federal loan, the entering into of any cooperative agreement, and 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 officer or employee of any agency, a Member of Congress, an officer or 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.
  - The respondent shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under

grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KEDC.

### **USDA Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete the **USDA Program Discrimination Complaint Online Form** (AD-3027) found online at **How to file a Complaint**, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**Attachment A:  
Proposal Specific Terms and Conditions**

These specific terms and conditions along with the standard terms apply to all proposals submitted. Explain any requested deviation or exceptions as part of the proposal. Wayne County School may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.

Area: Wayne County Schools Walker Early Learning Center 1080 South Main Street, Monticello, KY 42633. By submitting the proposal, the respondent agrees to deliver to **ground level** equipment to Walker Early Learning Center kitchen site.

The award of the proposal will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the School District. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation. The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the School District. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

Award: After review of the responses, the School Child Nutrition Department Designee may award the contract based on the criteria below. In the case of identical proposal, Wayne County Schools reserve the right to select and to award the contract based on its reasonable determination of which proposal is likely to be most beneficial to its members.

Primary responses will be evaluated based on the criteria below:

<b>Criteria</b>	<b>Points</b>
Item Cost	50
Quality of the product	25
Service	15
References	10
Point Total	100

**References**

Proposals should include three references whereby your company provided similar products. Please include name, email address and telephone number of a contact person of each reference.

Reference #1	_____	_____
	Company	Phone Number
	_____	_____
	Contact/ Title	Email
	Length of relationship with vendor _____	

Reference #2	_____	_____
	Company	Phone Number
	_____	_____
	Contact/ Title	Email
	Length of relationship with vendor _____	

Reference #3	_____	_____
	Company	Phone Number
	_____	_____
	Contact/ Title	Email
	Length of relationship with vendor _____	

**Attachment B**  
**SPECIFICATIONS**

Item	Quantity	Description
	1	DISHWASHER, CONVEYOR TYPE Hobart Model No. CL44EN 208V/60/3ph Conveyor Dishwasher single tank (202) racks/hour insulated hinged doors .62 gallon/rack stainless steel enclosure panels microprocessor controls with low temperature & dirty water indicators, de-lime notification ENERGY STAR® warranty included (please detail in proposal) Without internal booster Standard height Right to left operation Standard feet Add water softener.
	2	E-series vent hood domestic (adjustable) Ground Level Shipping/Freight

[Please call 606-340-8684 if you have any questions.](tel:606-340-8684)