

Request for Proposals
for Food Service Serving Lines and Associated Support Equipment at:

NORTH DECATUR HIGH SCHOOL
3172 IN-2 GREENSBURG, IN 47240

March 2022

**SECTION 1
ISSUE AND TIMELINE INFORMATION**

INTRODUCTION

This is a Request for Proposal (RFP) from responsible parties to provide and install serving lines, and associated equipment at **NORTH DECATUR HIGH SCHOOL at 3172 IN-2 GREENSBURG, IN 47240** on behalf of **DECATUR COUNTY COMMUNITY SCHOOL CORPORATION**, by its School Board (hereinafter called the "School District"). The School District reserves the right to reject any or all proposals as it deems to be in the best interest of the School District. Intent of this project is to award following March board meeting install over Summer 2022 break starting on May 30, 2022, with completion prior to July 15, 2022. School District also is aware of longer-lead times for supply-chain related issues and once awarded will collaborate with chosen vendor on proper timing of installation.

SUMMARY OF SERVICES REQUESTED

The following information is provided with the best information available. Any omissions or deficiencies should be brought to the attention of the School District. Clarifications and amendments will be shared with all known bidders.

The school district is seeking proposals for the purchase and install of new servery equipment. The intent of the RFP is to award a sole source agreement to one of the participating proposers. Please see detailed timeline for responses below.

PROCESS

Intent to Propose

Proposers who intend to respond to this RFP should notify the following person by email before **March 16, 2022 -4:00pm**. -Responses to Weedie Smith, Business Manager:
wsmith@decaturco.k12.in.us

Proposals

Sealed Proposals are to be submitted to the School District **by 10:00am on March 22, 2022, to:**

**DECATUR COUNTY COMMUNITY SCHOOLS
SUBJECT: NORTH DECATUR HIGH SCHOOL SERVERY RFP
WEEDIE SMITH, BUSINESS MANAGER
2020 NORTH MONTGOMERY ROAD
GREENSBURG, IN 47240**

Each respondent is to respond to all required items as directed in the RFP.

Any respondent may withdraw their proposal at any time prior to the scheduled time for receipt and opening of proposals. No proposals shall be withdrawn after the opening of the proposals without written consent of the owner.

Request for Additional Information

Direct any request for additional information contact at email. Any information that the school district deems appropriate to provide in response to the Proposer's request for additional information will be shared with all proposers. **Deadline for clarification requests is March 16, 2022, via email to Weedie Smith, Business Manager: wsmith@decaturco.k12.in.us**

Timeline for Proposal Award

If the school district decides to award a contract as a result of the RFP, the award will be made by **after March 23, 2022, School Board Meeting.**

Acceptance of RFP Terms

A proposal submitted in response to the RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the autographic signature of the offeror, or an officer of the offeror legally authorized to execute contractual obligations. It is assumed by the offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An offeror shall identify clearly and thoroughly any variations between its proposal and the School District RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

Incurring Costs

The School District is not liable for any cost incurred by offerors prior to issuance of a procurement document.

Proposal Rejection

The School District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the School District. The competency, responsibility, experience, and reputation of the bidders will be considered in making the award. Bidders shall bid on the specifications and any exceptions must be noted.

SECTION 2 GENERAL TERMS AND CONDITIONS

Response Forms

Supplied with the RFP is a Service Providers Response Form. The form provides the format for the Response and must be completed and submitted for your response to be considered. Please follow the directions in Section 4 to complete the Response Form.

Officer of Firm

Responses shall address all items completely and thoroughly in accordance with the format provided and shall be signed by an officer of the Firm with the authority to commit the Firm's resources.

Withdraw

The content and commitments in the Responses shall remain firm for sixty (60) calendar days from the due date of such Responses.

Right to Request Additional Information

The school corporation reserves the right to request any additional information that might be deemed necessary after opening the responses.

Post-Response Presentations

The school corporation, in its sole discretion, reserves the right to request post-response presentations from all, some, or none of the Service Providers.

Incurred Costs

The school corporation is not responsible for any costs incurred by any Service Provider for any work performed relative to the preparation of a Response to the RFP or negotiation of a contract for service, including the costs for the preparation of the information solicited herein.

Schedule Dates

The following is an anticipated schedule for the selection process. The school corporation reserves the right to modify any part of this schedule:

- | | |
|--|--|
| 1. Request for Proposals Issued | March 8, 2022 |
| 2. Intent to Propose | March 16, 2022 |
| 3. Deadline for Clarification Requests | March 16, 2022 |
| 4. Due Date for Responses and Opening | March 22, 2022 |
| 5. Contract Award | Following March 23, 2022, School Board Meeting |
| 6. Installation | Summer Break |
| | <ul style="list-style-type: none">• May 30, 2022 – July 15, 2022• Alternate dates if supply-chain becomes an issue TBD collectively with district and awarded vendor. |

Terms of Payment:

The successful bidder will invoice the School District at completion, terms net forty-five. The School District shall pay the successful bidder at the completion of the project.

Licensure

Before a contract pursuant to the RFP is executed, the selected Firm must hold all applicable business and professional licenses, permits, etc. the school district may require any or all Service Providers to submit evidence of proper licensure.

Disclosure of Proposal Contents

All Responses and materials submitted in response to the RFP shall become the property of the school corporation. Selection or rejection of a Response does not affect this right. All response information shall be held in confidence during the evaluation process, to the extent permitted by law. Upon the completion of the evaluation of Responses, the Responses and associated materials shall be open for

review by the public. By submitting a Response, the Service Provider acknowledges and accepts that the full contents of the Response and associated documents may become open to public inspection.

Contract Requirements

The school corporation considers the RFP legally binding and will require that this RFP and the resulting Firm's Response be incorporated by reference into any subsequent contracts between the Firm and the school corporation. It should be understood by the Firm that this means the school corporation expects the Firm to satisfy all requirements listed herein. Exceptions should be explicitly noted in your Response.

A. Applicable and Governing Law Clause-This Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Indiana. All duties of either party shall be legally performable in Indiana. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Indiana.

B. General Indemnification-The Firm agrees to indemnify, defend and hold harmless the school corporation, its Participants, successors, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the Firm and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Firm; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the Firm under this Agreement. The Firm agrees to notify the school corporation by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this Agreement.

D. Right to Terminate for Breach- Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Upon termination of this Agreement by either party for breach of default of the other party, each party shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by the appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement.

PROTEST PROCEDURES

Offeror's whose proposal has been timely filed and who is aggrieved by the award of a contract to another offeror may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of the award of Contract, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the solicitation document and/or award of Contract.

An appeal will be heard by the designated school administration unless the petitioner is not an aggrieved party, or a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious, frivolous, or without merit. The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

- Violation of State or Federal law.

- Irregularities creating fundamental unfairness; or
- Arbitrary or capricious award.

The appeal will be reviewed by the designated school administration who will provide a written response within ten (10) business days after hearing the appeal. If the appealing party is not satisfied with the response, the petitioner may appeal to the designated school's Board of Education for further review. Further review must be requested in writing and must be received by the Board of Education within five (5) business days after the date of the administration's response. The request for further review must state the reasons the administration's response is being rejected. The designated schools Board of Education will review the original appeal and supporting documentation; the response and supporting documentation; and the request for review and supporting documentation. The Board of Education will meet to rule on the appeal no later than ten (20) business days after receipt for further review. The decision of the Board of Education shall be in writing and shall be the final decision on the matter.

SECTION 3 CONTRACT REQUIREMENTS

This contract shall be governed in all respects --as to validity, construction, capacity, performance, or otherwise -- by the laws of the State of Indiana.

CIVIL RIGHTS ACT: Contractors providing services under the Request for Proposal herewith assure the school district that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

NON-COLLUSION AFFIDAVIT: Bidders shall submit a non-collusion affidavit as prescribed by the Indiana Board of Accounts with the official bid forms attached. This form must be notarized.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

FORCE MAJEURE: If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Indiana or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

PUBLIC INFORMATION: This RFP and all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Indiana Access to Public Records Act, after a contract is awarded. Respondents are hereby notified that school district strictly adheres to all statutes, court decisions, and opinions of the Indiana Attorney General with respect to disclosure of bid information. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the school corporation cannot guarantee that it will not be compelled to disclose all or part of any public record under the Indiana Access to Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Indiana law.

BUY AMERICAN PROVISION: The school district participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under the NSLP and SBP. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically.

HUB POLICY STATEMENT: The school corporation is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of the school corporation to involve qualified HUB and minority/women owned businesses to the greatest extent feasible in the food service department’s procurement of goods, equipment, and services. The school corporation contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with the school corporation shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in procurement process.

NONDISCRIMINATION STATEMENT:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

LUNSFORD ACT REQUIREMENT: The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check.

ASSURANCE OF ETHICAL PRACTICES: All bidders must have a company policy of maintaining the highest level of professional and ethical standards in the conduct of its business. Bidders must place the highest importance on its reputation for honesty, integrity, and high ethical standards. This Policy should serve as a reaffirmation of the importance of the highest level of ethical conduct and standards for all employees within the company. Each employee who is materially involved in any of the company's documentation, billing or competitive practices has an obligation to familiarize himself or herself with all such applicable laws and regulations and to adhere at all times to the requirements thereof. Where any question or uncertainty regarding these requirements exists, it is incumbent on, and the obligation of, each employee to seek guidance from a knowledgeable officer of, or attorney for, the company.

OTHER REQUIRED CONTRACT PROVISIONS: All bidders (contractors and subcontractors) shall be in compliance with the following applicable provisions or conditions as mandated by the Office of Federal Procurement Policy, United States Department of Agriculture (USDA) and/or the State of Indiana Department:

- Executive Order 11246 of September 24, 1965, entitled "**Equal Employment Opportunity**" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). 16.2
- Copeland "**Anti-Kickback**" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by the Department of Labor regulations (29 CFR Part 5).
- **Clean Air Act** (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Contract Act (33 U.S.C. 1251-1387), as amended for all contracts, subcontracts and subgrants of amounts in excess of \$100,000.
- **Energy efficiency** standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
- **Solid Waste Disposal Act** (Section 6002), as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR Part 247), that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180, "**Debarment and Suspension.**" CNP-STC members are prohibited from contracting with a company or individual that has been debarred, suspended, or otherwise excluded, or declared ineligible for all contracts, and subcontracts. Excluded Parties List can be reviewed at <http://www.sam.gov>
- **Byrd Anti-Lobbying** Amendment (31 U.S.C. 1352), contractors must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

SECTION 4 RFP RESPONSE FORMS

Proposals must be submitted as a response form. The form provides the format for the Proposal and must be completed and submitted for the proposal to be considered.

Selection Criteria

Proposals will be evaluated based upon the following selection criteria:

Category	Form Number	Points Possible out of 100
Vendor Experience and References	Form 1	15
Ability to meet Project Scope and Timeline	Form 2	10
Project Specifications Held	Form 3	25
Fulfillment of and Quality of Equipment Specifications	Bid Tabulation Form	20
Contract Charges, Fees, and Payments	Bid Tabulation Form	30

Forms 1-9 (*see Note below on Form3) must be completed and signed along with Bid Tabulation Form with the RFP.

NOTE: FORM #3 IS FOR REFERENCE ONLY AND NO SIGNATURES REQUIRED. INPUT COSTS FROM FORM #3 ON BID TABULATION FORM.

FORM 1: VENDOR EXPERIENCE AND REFERENCES

Name of Organization: _____

Contact Information for Point Person: _____

In detail, answer the questions below. All value-added statements must be true and will be used during the contract if the Proposal is selected.

1. Describe your organization. Highlight your services

2. What differentiates you and the products you are proposing from the competitors in the market?

3. Please provide at least 3 Indiana or Midwest school customers for references on similar projects.

4. What value-added services do you offer to your school customers?

5. What K12 school related committees/groups do you and/or your employees belong to or participate in?

6. Please describe your plan to be able to deliver on the described project timeline and scope.

FORM 3: PROJECT SPECIFICATIONS

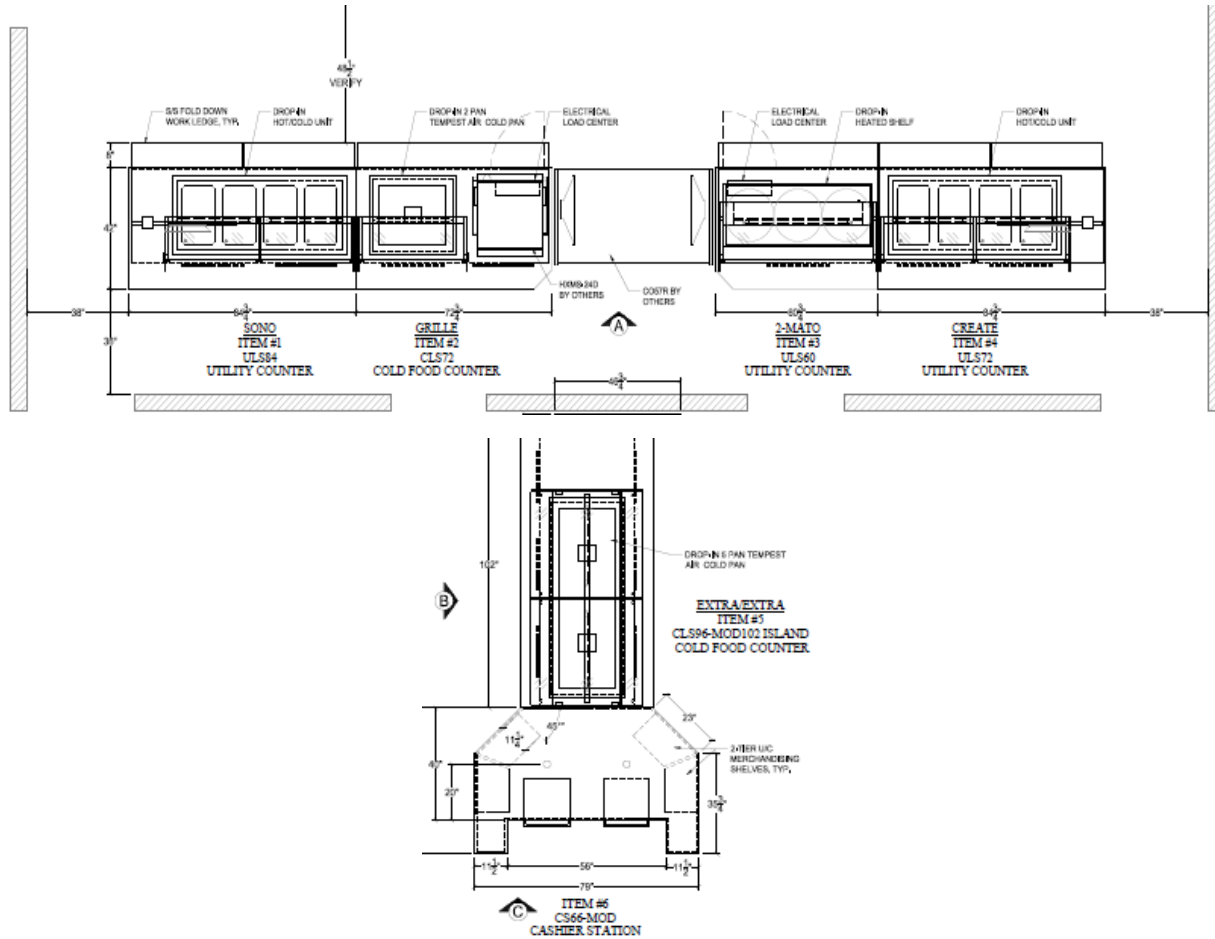
BASIS OF DESIGN FOR PROJECT TO INCLUDE THE FOLLOWING:

1. Counter manufacturer to prewire and pre-assemble all equipment at the factory with UL approvals, to include food shields and drop in equipment intact, all wiring/circuits to be completely evaluated prior to shipment. Electrical contractor to make final wiring connections.
2. Essence Series counter bases to be constructed with 1" x 1" square, 16-gauge stainless steel tubular frames with welded joints for heavy duty construction. 2" x 1" vertical framework at front of counters to incorporate support posts for food shield. Framework to incorporate stainless steel channel at ends and front to accept laminate panels and bolting fastening system. Stainless steel aprons on operator side for mounting controls, and on customer side for mounting tray slide. Under shelves where noted shall be 18-gauge stainless steel, to end short of back of counter for utility access and be removable without the use of tools. Laminate panels where noted shall be 3/4" thick MDO with premium laminate, make and model to be determined, and shall have matching vinyl edge banding, bottom T-molding, laminate liner material for panel backing and louvers where required. Legs shall be 6" high, stainless steel, with adjustable bullet feet.
3. No galvanized steel accepted in counter base.
4. Laminate panels where noted shall be 3/4" thick MDO with premium laminate as per submitted plan and design book, and shall have matching vinyl edge banding, special T-molding along bottom edge, laminate liner material for panel backing. Panels to be louver-less (no visible ventilation louvers will be accepted). Panels shall be easily removable without use of tools for convenient access of plumbing and electrical connections. Legs shall be 6" high, stainless steel, with adjustable bullet feet. Galvanized, Fiberglass, or Aluminum NOT acceptable.
5. Counter tops to be Quartz with flat extension toward customer side and with 3" turn down edges, dimensions as shown on submitted plans. Countertop edges between abutting units will be cut square and prepped for field seaming. Counter manufacturer to provide Epoxy / glue with dispenser gun will be included, but seaming must be completed on site by a certified installer.
6. All drop ins and food shields must be preinstalled at factory and counter manufacturer assumes responsibility of said wells for the purpose of warranty and/or installation issues as provided to KEC.
7. Field installation of drop-ins or food shields not accepted.
8. Food shields where noted to be convertible 3-position type over drop-ins, operator service to self-service with ease of convertibility by one person, with LED lighting, 3/8" clear tempered glass shelf, front glass and (2) glass end panels. 1" x 2" supports to be mounted through countertop and into counter vertical framework. Countertop mounted food shields not acceptable. Specify black powder coat or stainless-steel brushed finish on posts, brackets, and hardware. Power switch for lighting mounted in counter apron. No field installation of food shields accepted.

9. Over structure with 4" x 4" vertical utility chase, shipped loose from counter, w/ partition for data, 1" x 2" cantilevered posts with tilting monitor bracket and data cable. Include s/s trim ring at ceiling. Size and shape as shown on drawing. Finishes as per manufacturer submitted designs. Monitor BY OTHERS (OTHERS to specify monitor make/model/requirements to be provided).
10. Kick plate where noted to be mounted with "L" bracket to counter framework, removable with tools. Specify black powder coat or stainless-steel brushed finish.
11. Double-sided island style counters to have provisions for bolting counter sections together.
12. Counter manufacturer to ship counters pad wrapped on air ride truck.
13. Bottom shelves on each location to be removable for ease of cleaning from rear of unit
14. All drain lines to be provided with flexible tubes for drain to bucket
15. Counter manufacturer to provide factory-employed installation services for the purpose of the following scope of work and to minimize opportunities for damage and full ownership of counters from factory through installation.
 - Coordinate delivery of counters with KEC with trade production schedule by others.
 - Meet manufacturer-provided delivery truck on site.
 - Completely inspect, condition, and off-load all lines from truck and set in designated locations per manufacturer submitted plan.
 - Level all lines
 - Install all utility chases plumb for vertical level
 - Secure where needed through ceiling
 - Install over structures
 - Attach and install all accessories on serving lines that are shipped loose such as glass sneeze guards specific to counters. Other buyout pieces of equipment by others.
 - Mount monitors (provided by owner)
 - Make interconnections between lines to include:
 - Landing all electrical whips provided with counter load centers to adjacent counters on proper terminals. (Separate Trades to connect power from above through chases to load centers.
 - Connect other low-voltage whips to designated areas on lines
 - Provide factory "hard seaming" of countertops on all butt joints on Quartz tops
 - Evaluate all drop-in and lights to ensure proper operation and report any findings to KEC to coordinate with Electrician (Separate Trades).
 - Sign-off on proper installation to confirm factory warranties are valid
16. Alternates have not been approved for this project

PROJECT REFERENCE DRAWING:

OVERALL LINEUP – REFERENCE ONLY



A. SCOPE OF WORK FOR PROJECT TO INCLUDE THE FOLLOWING: (NONE-ALL ITEMS INCLUDED IN RFP)

B. EQUIPMENT SPECIFICATIONS:

ITEM # 1 SERVING COUNTER, UTILITY

Quantity: One (1)
Manufacturer: Multiteria
Model: HLS84

SONO STATION

One (1) Model HLS84 STATION

*Essence Utility Counter
ULS84, 84 L x 34 W x 34 H w/*

Quartz Top
Laminated Wood Panels with Standard Essence Corners
Front Panel
1 Side Panel
Standard Feet
Polished Toe Kicks
Operator Side Doors
Low Temp QSCHP-4 4 well quick switch
72" FS Food Shield with Polished Finish and LED Lights
8" Extended Top Customer Side Tray Slide
8" Stainless Steel Flat Operator Side Tray Slide
Modify counter top with 3" turn down edge on customer side and exposed end
Overstructure with utility chase to above finished ceiling with divider for data, with (2)
cantilevered posts and mounting plate for tilting monitor bracket, electrical receptacle and data
cable, and ceiling plate shipped loose, s/s brushed finish. Monitor bracket and monitor by
others.
u/c lighting
provisions for bolting counter sections together
Epoxy/glue with dispenser gun for countertop seaming, shipped loose. (1) container/gun for
whole project
Provisions for wiring to load center

ITEM # 2 SERVING COUNTER, COLD FOOD

Quantity: One (1)
Manufacturer: Multiteria
Model: CLS72

GRILL STATION

One (1) Model CLS72 STATION

*Essence Cold Food Counter
CLS72, 72 L x 34 W x 34 H w/
Quartz Top
Laminated Wood Panels with Standard Essence Corners
Front Panel
1 Side Panel
Standard Feet
Polished Toe Kicks
Operator Side Doors
Low Temp DI-2025TA - 2 pan cold pan
42" FS Food Shield with Polished Finish and LED Lights
8" Extended Top Customer Side Tray Slide
8" Stainless Steel Flat Operator Side Tray Slide
Modify counter top with 3" turn down edge on customer side and exposed end
Grommet hole in counter top
u/c lighting
provisions for bolting counter sections together
Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container/gun for
whole project
Electrical load center*

ITEM # 2A DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT

Quantity: One (1)
Manufacturer: Hatco
Model: HXMS-24D

GRILL STATION

*Model HXMS-24D Slant Heated Merchandiser with LED Lighting Warmer, 24" W, countertop,
dual shelf, (10) divider rods, (2) bulbs per shelf, thermostat, infrared heat, hard coat aluminum
base, tempered side glass hinged to post*

One (1) NOTE: Includes 24/7 parts & service assistance, call 800-558-0607
One (1) One-year on-site parts & labor warranty, plus one additional year parts only warranty
on all Glo-Ray metal sheathed elements

One (1) 120v/60/1-ph, 1400 watts, 11.7 amps, NEMA 5-20P (domestic voltage), standard
One (1) Model BLACK designer color
One (1) Model HZM24BP 5" Sneeze guard on front upper shelf for 24 models
One (1) Model HZM24BP 5" Sneeze guard on front lower shelf for 24 models

ITEM # 3 SERVING COUNTER, HOT FOOD, ELECTRIC

Quantity: One (1)
Manufacturer: Multiteria
Model: HLS60

2-MATO STATION

One (1) Model HLS60 "2MATO STATION"

*Essence Hot Food Counter
HLS60, 60 L x 34 W x 34 H w/*

Quartz Top
Laminated Wood Panels with Standard Essence Corners
Front Panel
1 Side Panel
Standard Feet
Polished Toe Kicks
Hatco GR5B-54-I 54" aluminum heated shelf with recessed top
60" FS Food Shield with Polished Finish, LED Lights, and Food Warmer
8" Extended Top Customer Side Tray Slide
8" Stainless Steel Flat Operator Side Tray Slide
Modify counter top with 3" turn down edge on customer side and exposed end
u/c lighting
provisions for bolting counter sections together
Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container/gun for
whole project
Electrical load center
NEMA 6-20R for air screen mounted in counter base, wired to load center"

ITEM # 4 SERVING COUNTER, UTILITY

Quantity: One (1)
Manufacturer: Multiteria
Model: ULS84

CREATE STATION

*One (1) Model ULS84 Essence Utility Counter
ULS84, 84 L x 34 W x 34 H w/*

Quartz Top
Laminated Wood Panels with Standard Essence Corners
Front Panel
1 Side Panel
Standard Feet
Polished Toe Kicks
Operator Side Doors
Low Temp QSCHP-4 4 well quick switch
72" FS Food Shield with Polished Finish and LED Lights
8" Extended Top Customer Side Tray Slide
8" Stainless Steel Flat Operator Side Tray Slide
Modify counter top with 3" turn down edge on customer side and exposed end
Overstructure with utility chase to above finished ceiling with divider for data, with (2)
cantilevered posts and mounting plate for tilting monitor bracket, electrical receptacle and data
cable, and ceiling plate shipped loose, s/s brushed finish. Monitor bracket and monitor by
others.
u/c lighting
provisions for bolting counter sections together
Epoxy/glue with dispenser gun for countertop seaming, shipped loose. (1) container/gun for
whole project
Provisions for wiring to load center

ITEM # 5 SERVING COUNTER, COLD FOOD

Quantity: One (1)
Manufacturer: Multiteria
Model: CLS96

EXTRA/EXTRA STATION

*One (1) Model CLS96 Essence Cold Food Counter
CLS96, 102 L x 35 W x 34 H w/*

Quartz Top
Laminated Wood Panels with Standard Essence Corners
Front Panel
Back Panel
1 Side Panel
Standard Feet
Polished Toe Kicks
Operator Side Doors
Low Temp DI-2063TA, 5 pan cold pan
78" Island Food Shield with Polished Finish and LED Lights
6" Extended Top Customer Side Tray Slide
6" Extended Top Operator Side Tray Slide
Modify counter top with 3" turn down edge on customer sides
u/c lighting
provisions for bolting counter sections together
Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container/gun for whole project

ITEM # 6 CASH REGISTER STAND

Quantity: One (1)
Manufacturer: Multiteria
Model: CS66

CASHIER STATION

*One (1) Model CS66 Essence Cashier Stand
CS66, 79 L x 52 W x 34 H w/*

Quartz Top
Laminated Wood Panels with Standard Essence Corners
Front Panel
2 Side Panels
Standard Feet

Polished Toe Kicks
 Modify counter to size and shape as shown on drawing
 Modify countertop with 3" turn down edge on customer sides
 Modify counter with recessed 2-tier quartz merchandising shelves as shown on drawing
 (2) grommet holes and locking cash drawers

ITEM # 7 FREIGHT

Quantity: One (1)
 Manufacturer: Multiteria
 Model: FREIGHT

One (1) Model FREIGHT Estimated Freight

Air-ride, dedicated carrier by MNFR for coordination of factory installation services

ITEM # 9 OPEN DISPLAY MERCHANDISER

Quantity: One (1)
 Manufacturer: Structural Concepts
 Model: HECO57R

One (1) Model HECO57R Oasis® High Environment Self-Service Refrigerated Case, 40°F product In environments up to 85°F/60% RH, 59-1/4"W, 82-1/8"H, Breeze-E (Type II) with EnergyWise self-contained refrigeration system, Blue Fin coated coil, (4) non-lit adjustable metal shelves, top light, black interior, one piece formed ABS plastic tub, (2) full end panels, 4"D removable wall spacer brackets, casters, cETLus, ETL-Sanitation

- One (1) NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle
- One (1) 1 yr. parts & labor warranty, 5 yr. compressor warranty, standard
- One (1) Breeze with EnergyWise self-contained refrigeration with evaporator pan (front air intake/rear discharge), standard
- One (1) Model CLEAN SWEEP Clean Sweep®, automatic condenser coil cleaner
- One (1) 208-240v/60/1ph, 15.31 amps, 2,795 watts, standard
- One (1) 6 ft Straight blade power cord NEMA-6-20P (base exit), standard
- One (1) Base Support: Casters, with levelers, standard
- One (1) Exterior: Wilsonart or Formica NON-PREMIUM laminate (Color chart available from factory rep or access color selections via www.wilsonart.com or www.formica.com)
- One (1) Price tag molding (matches interior color)
- One (1) Lower front panel: Black, standard
- One (1) Left end panel: Cutaway with insulated glass, metal edging
- One (1) Right end panel: Cutaway with insulated glass, metal edging
- One (1) Exterior back panel: Rear loading hinged doors, locking
- One (1) Digital Fahrenheit thermometer, standard
- One (1) Add Lights (LED) to standard shelves (4)

ITEM # 10-FACTORY INSTALL MULTITERA**SERVICES: INSTALLATION / TRAINING SERVICES**

Quantity: One (1)
Manufacturer: Multiteria
Model: INSTALL

One (1) Model INSTALL Scope of Work: meet truck at site, set all counters in place, level all counters, bolt counters together, hard seam counters together where applicable, install utility chases, connect electrical whips from additional counters to load centers, install toe kicks, verification of flex tube drain locations.

NOT Included in Scope of Work: freight of counters from factory to destination, securing of utility chases through ceiling nor anchoring in the ceiling, energizing of load centers, connections to building plumbing

ITEM # 11**BIDDING DEALER SCOPE OF WORK**

Quantity: One (1)
Manufacturer: FSEC (BIDDING DEALER/FOODSERVICE EQUIPMET CONTRACTOR)
Model: INSTALL

BIDDING DEALER TO PROVIDE THE FOLLOWING ESTIMATE PER SCOPE OF WORK AS FOLLOWS:

1. Confirm all utilities prior to ordering with owner to include:
 - a. Overall size/footprint
 - b. Electrical loads
 - c. Plumbing connections if required
2. Coordinate Factory-Provided installation Item #10 with factory and owner
3. Item 8 and 9 Installation to include:
 - a. Receive, uncrate, deliver, and set in place
 - b. Remove and dispose of all protective wrapping
 - c. Plug in to power on lines and ensure proper operation after start-up by Serving Line Factory Install Team.
4. Clean and sanitize all work surfaces and make ready for first use by owner
5. Provide operation manuals (electronically to owner)
6. Coordinate factory-training upon installation completion
7. Provide warranty information for all equipment

Note: Other work by Owner to Include:

1. Disconnect, remove, and dispose of all existing equipment
2. Update all electric and energize load centers on serving lines
3. Any other work not included in Item #11 and Item #10

FORM 4: ACKNOWLEDGEMENT

The undersigned hereby agrees that the Response to the RFP is a legal and binding offer and the undersigned, on behalf of its Firm, agrees to furnish and deliver the services in accordance with the terms, conditions and prices herein quoted.

Firm Name:

Signed By (no electronic):

Print Name:

Title:

Date:

Address:

Phone Number:

E-mail:

FORM 5: NON-COLLUSION AFFIDAVIT

STATE OF _____

_____ COUNTY

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to another offer.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this _____ day of _____, _____

My Commission Expires: _____

Notary Public

County of Residence _____

Source: IC 5-22-16-6

FORM 6: HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Please submit a copy of your HUB Certificate with this form, if applicable.

_____ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

___ Minority Owned Business

___ Small Business

___ Women Owned Business

___ My company has NOT been certified as a Historically Underutilized Business (HUB)

Company Name

Signature of Authorized Company Official

FORM 7: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name:

Date:

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM 8: CERTIFICATION REQUIRED FOR GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Business Name:

Date:

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

FORM 9: COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, _____ the Proposer, in connection the RFP for produce distribution, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE _____

SIGNATURE

DATE

TITLE

PRINTED NAME OF ABOVE