

A REQUEST FOR PROPOSAL (RFP)

HOLY FAMILY CATHOLIC SCHOOLS CENTRAL CAMPUS FOOD SERVICE EQUIPMENT

November 7, 2023

1 SECTION 1- INTRODUCTION

1.1 REQUEST FOR PROPOSAL- PURPOSE AND SCOPE

The purpose of this Request for Proposal (RFP) is to solicit bids for providing and installing equipment for the food service department in connection with the remodel of Holy Family Central Campus Kitchen facility.

1.2 HOLY FAMILY SCHOOLS MISSION

Holy Family Catholic Schools (HFCS)(System), a vibrant learning community, provides families in the tri-state area with Catholic education, preschool through 12th grade and infant and early childcare. We commit to teaching a rigorous academic curriculum while nurturing the gifts of each child and fostering a community of faith. Partnering with parents and parishes, we promote personal excellence through faith formation, lifelong learning, stewardship and civic responsibility. We embrace peace, justice and service in the name of Jesus Christ.

1.3 BACKGROUND

Holy Family Catholic Schools participate in the federally-funded National School Lunch Program (NSLP) and the School Breakfast Program (SBP) as well as the Child and Adult Care Food Program (CACFP). The NSLP, SBP, and CACFP programs are funded by the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA) and administered at the state level by the Iowa Department of Education - Bureau of Nutrition and Health Services (IDOE-BNHS).

Holy Family Central Campus consists of Wahlert Catholic High School, Mazzuchelli Catholic Middle School, and Our Lady of Guadalupe Spanish Immersion School. The Holy Family Central Campus Kitchen prepares food for the middle school, high school, elementary school, and Holy Ghost Early Childhood Center.

1.4 GOALS OF THE FOOD SERVICE RFP

Prepare and serve meals for 1500 students a day in a pleasant environment from an efficient kitchen. This includes the preparation of meals for all of the Holy Family sites: Resurrection Elementary School, St. Columbkille Elementary School, Our Lady of Guadalupe Spanish Immersion School, Saint Joeseph The Worker Early Childhood Center, Holy Ghost Early Childhood Center, Mazzuchelli Middle School, and Wahlert Catholic High School.

1.5 INTENT OF THE REQUEST FOR PROPOSAL (RFP)

The purpose of Holy Family Catholic School's (herein after referred to as "School Food Authority" or "District" or "SFA") Request for Proposal (RFP) is to solicit competitive proposals from qualified suppliers (herein after referred to as "vendor" or "contractor" or "bidder") for equipment.

Holy Family Catholic Schools intends to award a contract to the most responsive and responsible vendor whose proposal conforms to meeting the minimum requirements of the proposal in accordance to the specifications, general and specific terms and conditions, general

instructions, and the condition of purchase as contained in this Request for Proposal (herein after referred to as "RFP") and addenda.

The RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested vendor to notify Christin Smith in writing at christin.smith@holyfamilydbq.org, so as to be received within five (5) business days after the date this RFP is issued by the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of the contract.

2 SECTION 2- ADMINISTRATIVE INFORMATION

2.1 ISSUING OFFICER

The Issuing Officer, identified below, is the sole point of contact regarding this Bid from the date of issuance until selection of the successful vendor(s):

Christin Smith, Issuing Officer
2005 Kane Street
Dubuque, Iowa 52001
christin.smith@holyfamilydbq.org

2.2 RESPONSE FOR PROPOSAL

The HFCS System is requesting responses to proposal be provided as outlined below. Specific information is requested in regard to Company Information, client reference list and non-federal entity contracts under federal awards.

Electronic bids are due on or before December 8, 2023 at 2:00 PM.
Please use the subject line of Bid: Food Service Equipment RFP 2023.
Forms are to be e-mailed to Christin Smith. They may be mailed, emailed, or submitted in person.

Submission of the proposal will signify the vendor's agreement that their proposal and the contents thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between HFCS and the successful vendor.

2.3 SCHEDULE

The following dates are set forth for informational and planning purposes; however, the SFA reserves the right to change the dates:

Event	Date/Time and Location, as applicable
Publish /Issue RFP	November 7, 2023
Deadline for submission of vendor questions to the Issuing Officer	November 14, 2023
Issue responses to vendor questions	November 21, 2023
Due date for proposals and location	December 8, 2023 at 2:00 PM Holy Family Catholic Schools 2005 Kane Street Dubuque, IA 52002
Notice of Intent to Award	December 23, 2023
Selected Vendor Start Date	Summer 2024

2.4 QUESTIONS, REQUEST FOR CLARIFICATION AND SUGGESTED CHANGES

Vendors are invited to submit questions and requests for clarification, interpretation, and suggestions. All inquiries concerning interpretation, additional clarification, additional information, and questions pertaining to this RFP must be submitted in writing and sent via U. S. mail, electronic mail, or fax to: Christin Smith, RFP Issuing Officer, christinsmith@holymfamilydbq.org and must be received by November 14, 2023.

Email is the preferred method of communication.

Oral questions (in person or via telephone) will NOT be permitted. Please reference the page(s) and section number(s) if questions pertain to a specific section of the RFP. Inquiries must include the vendor's business name, vendor authorized representative contact name and job title, email address, and phone number.

2.5 RESPONSE TO INQUIRIES

Written addendum to questions and requests for clarification or interpretation, and suggestions will be posted on or before November 20, 2023 on the SFA website holymfamilydbq.org Once issued, all addenda will be considered part of this RFP. The SFA assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into this RFP.

2.6 AMENDMENT TO THE RFP AND WITHDRAWAL OF THE RFP

The SFA reserves the right to amend this RFP at any time. The vendor shall acknowledge receipt of any addendums to this RFP.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and re-submit proposals at any time prior to the deadline. Vendors must notify the Issuing Officer in writing if they wish to withdraw the proposal.

After the deadline for the submission of the RFP, vendors may make a written request to

withdraw their RFP and must provide evidence that a substantial mistake has been made or a change in the vendor's ability to perform.

2.7 COST TO PREPARE THE RFP

The costs of preparation and delivery of the RFP to the SFA are the sole responsibility of the vendor.

2.8 REJECTION OF RFP

The SFA reserves the right to reject any or all bids, in whole or in part, received in response to this RFP, and at its discretion, may withdraw or amend the RFP at any time prior to the execution of a written contract. Issuance of the RFP in no way constitutes a commitment by the SFA to award a contract.

Reservation of Rights

The SFA reserves the following rights:

1. To waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve a vendor's competitive position.
2. To re-award the solicitation to another vendor in the event the awarded contractor defaults in executing the formal agreement; and
3. All awards will be made in a manner deemed in the best interest of the SFA and therefore; the SFA shall select the next most responsive vendor, if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

2.9 PUBLIC DISCLOSURE OF RFP CONTENTS

Before the Notice of Intent to Award is issued, all details of the RFP will remain confidential. Upon issuance of the Notice of Intent to Award, all RFPs become public information. The release of information by the SFA is subject to Iowa Code Chapter 22 or other applicable laws. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a RFP. The SFA will treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submission.

Any request for confidential treatment of information must be included in the transmittal/cover letter with the vendor's proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, the address, and telephone number of the person authorized by the vendor to respond to any inquiries by the SFA concerning the confidential status of the materials.

An entire RFP cannot be marked confidential. Only those sections that meet the criteria in Iowa Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information.

2.10 RFP CLARIFICATION PROCESS

The SFA reserves the right to contact a vendor for the purpose of clarifying price/package

information to ensure mutual understanding. The SFA will not consider information if the information materially changes the RFP the Vendor is submitted to the SFA. Failure to comply with requests for additional information may result in rejection of the RFP as non-responsive.

2.11 VENDOR DISQUALIFICATION

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. The SFA reserves the right to accept or reject any part of any RFP and to accept or reject any and all RFPs without penalty. This RFP is designed to provide the vendor with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each vendor is responsible for determining the factors necessary for submission of a comprehensive proposal. A RFP may be rejected for various reasons, including but not limited to any of the following reasons:

The vendor fails to deliver the proposal by the due date and time.

The vendor fails to comply with requests for additional information for clarification purposes, or for request for documents and references within the time specified.

The vendor presents information requested by this RFP in a format that is inconsistent with the instructions of this RFP.

The vendor response limits the rights of the SFA.

The vendor response materially changes the service requirements.

The vendor states a service requirement cannot be met.

The vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

The vendor rejects in whole or in part the Terms and Conditions of this RFP.

Modifications, additions or changes to the Terms and Conditions of this RFP The vendor submits proposal with missing or inaccurate pricing information on the *Official Pricing Spreadsheet* may be ineligible for evaluation and selection for an awarded contract.

Erasure or the use of typewriter correction fluid on the RFP is not acceptable. Prior to submission of the RFP, errors may be crossed out, corrections entered and initialed by the vendor authorized contact.

The vendor initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.

The vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

The vendor fails to disclose any matters that might be conflict of interest, real or apparent shall constitute a material breach of the contract.

2.12 REGULATIONS

All Vendors submitting a IFB, agree to comply with all required contract provisions identified in program regulations for programs operated (7 CFR Parts 210, 215, 220, 225, 226, as applicable), USDA Foods (7 CFR Part 250), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), respectively.

3 SECTION 3: VENDOR QUALIFICATIONS AND RESPONSIBILITIES

3.1 REQUIREMENTS

The vendor will provide names and contact information of three (3) references of SFA customers of similar size.

The products and pricing of the awarded contract may be available for other SFAs or eligible entities (piggybacking), after the initial contract is awarded. By submitting a proposal, the vendor agrees to make the same contract terms and conditions, products and price available to other SFAs and eligible entities. The SFA will not in any way incur any liability in relation to specifications, delivery, payment, or other aspect of purchases by any other SFA or other eligible entities.

3.2 FEDERAL PROCUREMENT REQUIREMENTS

All vendors submitting a Request for Proposal agree to comply with all the required contract provisions identified in Child Nutrition Programs procurement regulations for those programs the SFA operates. The applicable regulations are NSLP 7 CFR Part 210.21, SBP 7 CFR Part 220.16, SMP 7 CFR Part 215.14a, SFSP 7 CFR Part 225.17, CACFP 7 CFR Part 226.22, FDP 7 CFR 250 and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

3.3 BUSINESS ETHICS

The vendor must have a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that vendor's standing in any matters whatsoever would preclude it from participating in a contract. The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within last four (4) years.

The vendor shall comply with any reasonable requests for information.

The vendor shall not include, without prior approval; the SFA's name in a published list of customers.

The vendor agrees not to publish or cite in any form any comments or quotes from the SFA without prior approval.

The vendor agrees not to refer to the contract award in commercial advertising in such manner as to state or imply that the vendor products or services provided are in any way endorsed or

preferred by the SFA.

The vendor must note any and or matters that might constitute a conflict of interest, real or apparent.

4 SECTION 4: FORMAT AND CONTENT OF THE PROPOSAL

4.1 INSTRUCTIONS

All submitted responses should adhere to the instructions and format requests outlined in this RFP. The instructions are designed to facilitate a uniform review process. All responses must follow the outline below, including the numbering, section, and sub-section headings as they appear here. Vendors are asked to be brief and to respond only with the information sought. Proposals must provide all information noted in this RFP, per issued forms, or on vendor's letterhead, when appropriate and have required signatures. All information requested in the RFP must be received at the time of submission.

4.2 FORMAT

4.2.1 Typed

The response should be typed or printed. Responses should be on white 8 ½" x 11" paper, single-spaced with 1" margin using Arial font style no smaller than point size 11.

4.2.2 Page Numbering

All pages should be numbered consecutively beginning with number one (1) on the first page of the narrative (this does not include the cover page or the table of contents page) through to the end, including all forms and attachments.

4.2.3 Formatting

All information should be presented in the same order and format as described in RFP section 4.3 Response Contents.

4.2.4 Vendor Name

For clarity, the vendor's name should appear on every page, including Attachments.

4.3 RESPONSE CONTENT

4.3.1 Proposal Cover Letter

Vendors shall complete a "Proposal Cover Letter." The letter shall be signed by an individual authorized to legally bind the vendor. The letter shall include:

- Vendor Mailing Address
- Authorized Signer's Electronic Mail Address
- Authorized Signer's Telephone Number

Any request for protection of confidential information shall be included in the letter in addition to the specific statutory basis supporting the request and an explanation why the disclosure of the information is not in the best interest of the public. The cover letter shall also contain the name, address, and telephone number of the individual authorized to respond to the SFA about the confidential nature of the information.

The vendor shall acknowledge in the letter the receipt of any amendments and receipt of the SFA's responses to questions submitted by vendors.

The vendor shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP. However, if the vendor objects to any term(s) or condition(s), the vendor must specifically refer to the page(s) and section(s) clearly identifying the term and condition they object and include a statement recommending term(s) and condition(s) the vendor would find acceptable. Rejection in whole or in part to the Terms and Conditions may be cause for rejection of a vendor's proposal.

The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within last four (4) years.

4.3.2 Table of Contents

The vendor may include a Table of Contents.

4.3.3 Acknowledgement

Attachment 1 - The vendor certifies that the contents of the RFP submitted on behalf of the vendor are true and accurate.

4.3.4 Official Pricing Spreadsheet

Attachment 2- Vendors must follow the **instructions found on the first sheet of the Official Pricing Spreadsheet** (Excel format).

4.3.5 Suspension and Debarment Certification

Attachment 3

4.3.6 Certification of Lobbying

Attachment 4

4.3.7 Assurance of Civil Rights Compliance

Attachment 5

4.3.8 References

Attachment 6 -The vendor shall submit three (3) references, including state and local agencies with whom the vendor has applicable business experience with. The following

must be listed for each reference:

- Contact Name
- Agency Name
- Phone Number
- Electronic Mail Address

4.3.9 Assurance of Non-Collusion or Certificate of Independence

Attachment 7 - The vendor assures that this RFP has been prepared independently. The vendor assures that any business entity represented by the vendor has not received compensation for participation in the preparation of any specifications, or General Terms and Conditions, and prices related to this RFP.

Neither the vendor, nor any business entity represented by the vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws with regard to this RFP.

5 SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 PRECEDENCE FOR CONTRACT DOCUMENTS

Upon notification of Intent to Award, this RFP shall constitute the contract between the SFA and selected vendor. This awarded contract will represent the contractual requirements listed in this RFP, amendments to this RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify awarded contractor and the next responsive and responsible vendor with the next highest scoring points will awarded a contract. The SFA has full responsibility for ensuring that the terms of the contract are fulfilled.

Once proposals are opened they become the property of the SFA and will not be returned.

5.2 APPROPRIATED FUNDS

Any and all payments to the vendor are dependent upon and subject to the availability of funds to the SFA for the purpose set forth in this agreement. In the event no funds or insufficient funds are appropriated for payments due under a contract made pursuant to this RFP, the SFA shall immediately notify the vendor awarded the contract of such occurrence but the SFA shall have no further obligation.

5.3 CONTRACTOR RESPONSIBILITY

The awarded vendor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in this RFP, the vendor's response to the RFP, and the resulting contract. Following execution of the contract, the vendor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

5.4 CONTRACT TERMINATION

Except as otherwise provided within the Terms and Conditions of this RFP and per Child

Nutrition Programs procurement regulations, the resulting contract may be terminated in whole, or in part, by either the SFA or the vendor for any reason including in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party; provided that:

- A written notification (delivered by certified mail, return receipt requested) of intent to terminate is given at least thirty (30) days prior to the effective date of such action.
- The party terminating the contract provides the party to be terminated a reasonable opportunity to rectify the defects in products or performance, prior to termination.

The SFA may terminate the contract due to noncompliance and nonperformance with Federal and State regulations, effective immediately after written notification by the SFA to the awarded contractor.

5.5 CONFLICT OF INTEREST CLAUSE

The vendor will maintain a written code of standards of conduct governing the performance of their employees engaged in the administration of contracts. No employee, officer, or agent of the vendor shall participate in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above has a financial or other tangible personal interests that conflict with the ethics and standards of business conduct of the vendor.

5.6 EQUAL EMPLOYMENT OPPORTUNITY

The vendor shall comply with the Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

To comply, the vendor will:

- i. Provide equal opportunity to all qualified persons, to prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.
- ii. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- iii. That the applicants are employed and treated fairly during employment, which shall include, but is not limited to the following: upgrading, demotion, or transfer; recruitment, layoff or termination, rates of pay or other forms of compensation; and selection for training.
- iv. The vendor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- v. USDA Non-Discrimination 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, audiotope, American Sign Language, etc.), 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:

http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

- vi. Iowa Non-Discrimination Statement - It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office building, 400 E. 14th St. Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; website: <https://icrc.iowa.gov/>.

By submitting a response, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provisions of Executive Order 11246, Executive Order 11375, and 40 CFR part 60.

5.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

The vendor is required to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.8 ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201)

The vendor agrees to comply with all mandatory standards and policies relating to energy

efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

The vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5).

5.10 INSURANCE

The vendor awarded the contract shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the SFA. The awarded vendor shall meet the statutory requirements of the State of Iowa for workers' compensation coverage and employer's liability insurance.

5.11 CONFIDENTIALITY OF PROPOSAL

In submitting a proposal, the Vendor agrees not to disclose or otherwise reveal the contents of its RFP to any source outside of the SFA contact, government or private, until after the award of the contract. All vendors who submit a RFP are advised that they are not to have any communications with the SFA during the evaluation of the RFP (i.e., after the opening of the RFP and before the award of the Contract), unless the SFA Issuing Officer contacts the vendor for the purpose of seeking clarification. Only those communications with the SFA as authorized by this RFP are permitted.

5.12 PROTEST PROCEDURES

Per IAC Chapter 11.117.20 (8A) any vendor that filed a timely bid or proposal and that is aggrieved by an award may appeal the decision by filing a written notice of appeal within five (5) calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. Protests must be in writing and provide specific reasons with supporting documentation for the protest.

Vendors whose RFP has been filed in accordance with the requirements of this RFP may appeal the decision by filing a written notice of appeal to:

Bonnie Sigwarth
2005 Kane Street
Dubuque, IA 52001

A copy of the appeal shall also be submitted to the Issuing Officer. A notice of appeal must be filed within five (5) business days. The appeal must clearly and fully identify all issues being contested by referencing the page(s), section(s), line number(s) and/or the Notice of Intent to Award. A notice of appeal may not stay the negotiations with the apparent successful vendor.

5.13 INDEMNIFICATION

Awarded vendor shall indemnify participating SFA from and against any and all claims,

demands lawsuits, liabilities, judgments, and expenses (including attorney fees and other costs of litigation) arising out of or relating to injuries, disease, or death of persons or damages to or loss of property resulting from or in connection with the negligent performance of this contract by the vendor, its agents, employees, or one for whom the vendor is responsible. The vendor liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities, and liabilities are assumed by the vendor under this paragraph shall not extend to any liability caused by negligence of the participating SFA or its employees.

5.14 FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Contract or participating SFA.

5.15 RECORD KEEPING REQUIREMENTS

By responding to this RFP, the vendor awarded the contract understands that the participating SFA, the U.S. Department of Agriculture, the Bureau, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the vendor(s) awarded the contract must provide all documents necessary for an independent auditor to conduct the participating SFA's single audit.

The vendor awarded the contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the participating SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

6 SECTION 6: EVALUATION OF PROPOSALS

6.1 EVALUATION

Proposals that are submitted prior to or on the due date and time and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The evaluation process is developed to award the contract to the lowest responsive and responsible vendor.

6.2 EVALUATION COMMITTEE

The SFA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The SFA evaluation team will review the proposals using the evaluation criteria outlined in this RFP.

The SFA will evaluate each proposal independent of other proposals.

The Evaluation Committee will evaluate proposals using the following evaluation criteria, based

on a hundred (100) possible points. Factors without points assigned will not be used in computing the total score but will instead be used to determine completeness of the proposal and possible disqualification.

Criteria	Checklist
Requirements	
Bid Cover Letter	Mandatory
Table of Contents	Recommended
Acknowledgement – Attachment 1	Mandatory
Completed and signed Attachment 2 :Official Pricing Spreadsheet	Mandatory
Completed and signed Attachment 3: Suspension and Debarment Certification Form	Mandatory
Completed and signed Attachment 4: Lobbying Certification and Disclosure of Lobbying Activities Form, if applicable	Mandatory
Completed and signed Attachment 5: Assurance of Civil Rights Compliance	Mandatory
Completed Attachment 6: References	Mandatory
Completed and signed Attachment 7: Certificate of Non-Collusion or Certificate of Independence	Mandatory
Signed Attachment 8: Acceptance of Terms and Conditions of RFP	Mandatory
Technical Evaluation Criteria	
Vendor Qualifications and Experience (reference letters, business experience, etc.)	25 points
Compliance with Section 11400 – Food Service Equipment General Specifications as included in the original RFP	25 points
Pricing Evaluation Criteria	
Total Extended Costs (including installation charges)	50 points
Total Possible Score	100 points