

**CITY OF CHESTER
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL**

RFP NO. 2017-003 (Re-Post)



**CITY OF CHESTER
Industrial Kitchen Equipment**

DUE: September 11, 2017

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.



CITY OF CHESTER

Request for Proposals
BID SUBMISSION FORM

Solicitation Number 2017-003
Date Issued August 10, 2017
Procurement Officer
Phone (803) 581-2123
E-mail Address croof@chester.sc.gov

DESCRIPTION: Commercial kitchen equipment purchase, delivery, assembly and installation at City of Chester's Industrial Kitchen site. Commercial kitchen equipment must meet requirements of USDA, FDA, DHEC and be registered under NSF International's Guidelines for Proprietary Substances and Nonfood Compounds. Preliminary layout plan available upon request.

The Term "Offer" means your "Bid" or "Proposal".

SUBMIT OFFER BY: Friday, September 11, 2017 by 4 PM OPENING DATE: Friday, September 11, 2017 at 4 PM

AWARD DATE: Tuesday, September 12, 2017

Award will be posted at the Physical Address stated following the City Council Meeting on. The award, this solicitation, and any amendments will be posted at the following web address: http://www.cityofchester.org and physically at 100 West End Street, Chester, SC 29706.

** Offers must be submitted in a sealed package. Solicitation Number, Name & Opening Date must appear on package exterior. **

NUMBER OF COPIES TO BE SUBMITTED: 5

SUBMIT THE SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS
City of Chester
Attn: Kitchen Committee
REFERENCE BID #2017-003
100 West End Street
Chester, SC 29706

PHYSICAL ADDRESS
City of Chester
Attn: Kitchen Committee
REFERENCE BID #2017-003
100 West End Street
Chester, SC 29706

Optional Pre-bid Conference will be held

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

TOTAL BID AMOUNT:

EXCLUSIONS AND /OR EXCEPTIONS (Continue on Page 2 if necessary):

NAME OF BIDDER (Full legal name of business submitting the offer)

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Bidder.)

TITLE (Business title of person signing above.)

PRINTED NAME (Printed name of person signing above.)

BIDDER'S TYPE OF ENTITY: (Check one)

- Sole Proprietorship
Partnership
Corporation (tax-exempt)
Corporation (not tax-exempt)
Government entity (federal, state or local)
Other

DATE SIGNED

Instructions regarding Bidder's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Bidder above. An offer may be submitted by only one legal entity. The entity named as the Bidder must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e. a separate corporation, partnership, sole proprietor, etc.

STATE OF INCORPORATION (If Bidder is a corporation identify the state of incorporation)

TAXPAYER IDENTIFICATION NO.

STATE LICENSE NO.

MUST BE SIGNED TO BE VALID
(Return Pages 2 & 3 with Your Offer)

HOME OFFICE ADDRESS (Address for Bidder's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Area Code</td> <td style="width:25%;">Number</td> <td style="width:25%;">Extension</td> <td style="width:25%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
<input type="checkbox"/> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Bidder acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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REQUESTED DELIVERY DATE: Bidder's Best Delivery: 60 days After Receipt of Contract (ARC)

DELIVERY SCHEDULE CAN BE NEGOTIATED FOLLOWING AWARD DECISION.

Any amendments will be emailed to all vendors attending the optional Pre-Bid Meeting. The awardee will be notified by a phone call from the Buyer, followed by written confirmation of award.

*****You must submit the following to be considered*****
_____ Signed Bid Submission Form, pages 2 & 3 _____ Statement of Qualifications (Section 2.5) _____ Required Documents (Section 2.7) _____ Detailed schedule of Work & Pricing (Section 4)

**REQUEST FOR PROPOSALS
CITY OF CHESTER
RFP NO. 2017-003 (Re-Post)**

1. GENERAL SCOPE OF SOLICITATION

The City of Chester, South Carolina is soliciting proposals from interested independent contractors for furnishing the Industrial Kitchen with proper commercial kitchen equipment.

All equipment, components, spare parts, and ancillary equipment purchased and supplied under this contract must conform to manufacturer specifications and shall be of new manufacture, with suitable warranty, and in current standard production. Equipment shall be delivered completely assembled, adjusted, serviced, installed, and ready for use. Any exceptions must be clearly identified within the proposal response.

2. INSTRUCTIONS TO BIDDER

2.1. SEALED PROPOSALS will be received at City Hall, 100 West End Street Chester, SC until.

All qualified vendors are invited to submit proposals to the City of Chester.

2.2. SUBMIT an original and 4 copies of complete proposal **by 4:00 pm on September 11, 2017.**

A company representative authorized to commit the Bidder submitting the proposal shall sign the Coversheet and provide the information requested on Page Three of the Coversheet. **The proposal will be considered invalid if no signature is provided on the Bid Submission Form.**

All proposals must be in a sealed envelope marked:

RFP No. 2017-003

2.3. OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at **12 noon on August 23, 2017** at City Hall, 100 West End Street, Chester SC. A walk-through of the facility will follow the conference overview. This pre-proposal conference is not mandatory for Equipment Bidders.

2.4. LATE PROPOSALS delivered after the time and date set **will not be accepted** and will be returned unopened to the Bidder. Bidders mailing a proposal should allow a sufficient mailing period to ensure timely receipt. The City of Chester is not responsible for proposals delayed by mail and/or delivery services for any reason. Emailed or facsimile transmissions of a proposal will not be accepted.

2.5. STATEMENT OF QUALIFICATIONS shall be provided by the Bidder to include the following information:

- a. Brief history of the firm including Key Personnel Contact and number of years of experience the firm has with projects like the one being proposed.
- b. Identification of any subcontractor that will perform over 10% of the project.
- c. Three references for which the Bidder has performed similar work in the last five (5) years. [List of clients for which the Bidder has provided similar services in the last five (5) years.]

To be eligible for award of a contract, the Bidder must be responsible. In evaluating the Bidder's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. The Bidder must, upon request by the City, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

2.6. REQUIRED DOCUMENTS for the Successful Bidders submitting a proposal are found in the Required Forms section. The forms include:

- i. Bid Submission Form (pages 2 & 3)
- ii. IRS Form W-9
- iii. Certificate of Insurance showing present coverage (see General Terms and Conditions)
*
- iv. City of Chester Business License*
- v. Non-Collusion Affidavit

- vi. Ethics in Public Contracting Affidavit
- vii. Non-Resident Taxpayer Affidavit (SC Department of Revenue I-312), if applicable
- viii. Certification Regarding Debarment and Other Responsibility Matters
 - * The successful Bidder has TEN (10) business days to furnish a copy to the City to continue as the successful Bidder.

3. SCOPE OF WORK & SPECIFICATIONS:

The City of Chester intends to award this RFP to one or more Bidders who can offer a full range of new commercial kitchen equipment to include:

- Walk-in Freezer (7'4"H x 7'10"W x 7'10"L, auto defrost, and shelving) with walk-in ramp
- Indoor Walk-in Cooler, modular, self-contained (7'4"H x 7'10"W x 7'10"L, +35°F holding, 4' Fluorescent Light, shelving) with walk-in ramp
- Kitchen ventilation package
- Gas Range (60", 6 burners, 24" griddle)
- Gas Convection Oven (double deck, full-size capacity (10), 18" x 26")
- Commercial Planetary Floor Mixer with Standard Accessories (30 qt)
- Shatterproof cover for freezer and cooler lights
- 2 Stainless steel tables (standard 8 foot)

This solicitation is not intended to include kitchen small wares. The equipment requested in this RFP is not specific to any brands. The City of Chester encourages all brands to be bid. All respondents should address the following criteria:

Environmental Requirements

If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall operation costs to a minimum. The Vendor is encouraged to visit <http://www.energystar.gov> for complete product specifications and updated lists of qualifying products. All such rated equipment is to be clearly identified in the proposal.

*Should brand name items appear in this bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specifications. The decision as to whether the substitution is acceptable rests solely with the City of Chester.

4. PRICING: The Contractor shall provide a detailed price schedule for each of the activities identified above and a grand total. The prices identified shall be valid for up to 60 days from the date of the proposal opening.

4.1. Pricing List

All price lists must be submitted in hard copy and must include:

- Bidder's company name, name of the solicitation, and date.
- Bidder must submit products, services, warranties, etc. in price list.
- Manufacturer name and part number
- Vendor part number (if different from manufacturer part number)
- Description
- Manufacturers Suggested List Price

All additional costs including delivery, installation, and taxes should be listed in the bid as well as all warranties.

4.2. Post Award Pricing

The awarded bidder can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.

4.3. Maintenance Service

Respondents shall list available pricing for maintenance service for all equipment offered under this solicitation and include such pricing in proposals to members if requested by the member if applicable. If pricing is not included in the response, it will not be allowed to be charged to a member at a later date.

5. INSPECTION AND ACCEPTANCE:

- 5.1. All delivered materials shall be to the satisfaction of the City of Chester's designated representative in accordance with the specifications.
- 5.2. Inspection of completed deliveries will be performed by the City of Chester's designated representative.
- 5.3. Acceptance of completed work will be performed by the City of Chester Contracting Officer.

6. DELIVERIES AND PERFORMANCE:

- a. The construction shall be completed within the time frame negotiated with the awarded Contractor.
- b. The Contractor shall be excused from the performance time requirements if, during the progress of the work, delay is authorized in writing by the City of Chester, delay is caused by act or neglect of the City of Chester, or by authorized changes in the work, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties, or by causes completely beyond the Contractor's control. The time of completion shall be extended for such reasonable time as the City of Chester may decide. The City of Chester shall make the final decisions on the justifiability of the cause offered as a basis for extension of time. If there is no justification, the Contractor may be charged One Hundred Dollars (\$100.00) by the City of Chester for each day, which elapses beyond the term of the contract.

7. EVALUATION & AWARD CRITERIA

- 7.1. An award will be made to a Responsive and Responsible Bidder with the lowest overall price, cost, and other factors considered, at the regularly scheduled City Council Meeting as stated on the Bid Submission Form. The City of Chester reserves the right to reject any and all proposals, or to choose a proposal for reasons other than low price, such as a local Bidder.
- 7.2. Upon receipt by the City of Chester, the proposals shall become the property of the City of Chester, without compensation to the Bidder, for disposition or usage by the City of Chester at its discretion. The City of Chester shall have the sole discretion in evaluating the proposals of the Bidders. The particulars of any qualification statements will remain confidential until a contract is signed with the successful Bidder.

8. CONTRACT ADMINISTRATION DATA: (No COTR for this Project)

- 8.1. The Contracting Officer's Technical Representative (COTR) is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the City of Chester or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.
- 8.2. The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the City of Chester, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.
- 8.3. On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification.

Contracting City of Chester
Officer: Susan Kovas, Chair
c/o Kitchen Committee
100 West End St.
Chester, SC 29706-1819
Telephone: 803-581-2123
Fax: 803-377-1116

9. BID BOND a Bid Bond is not required with this bid.

10. PERFORMANCE BOND a Performance Bond is not required with this bid.

11. GENERAL TERMS AND CONDITIONS

All bidders are responsible for adhering to the General Terms and Conditions as posted to the City of Chester website (<http://chestersc.org/notices-base/rfps-rfqs/>) These terms and conditions will remain on the website for public access and may be updated without notice.

**CERTIFICATION REGARDING DEBARMENT AND OTHER
RESPONSIBILITY MATTERS**

(a)(1) By submitting an Offer, Bidder certifies, to the best of its knowledge and belief, that-

(i) Bidder and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder not responsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Contractor Signature

Date

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

_____, being first duly sworn,
deposes and says that,

- 1) He is _____(title) of _____ (company/business), the Bidder that has submitted the attached Bid;
- 2) He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
- 3) He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 4) Such Bid is genuine and is made without fraud;
- 5) Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any Bidder, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
- 6) Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

Signed _____

Title _____

Subscribed and sworn to before me
This _____ day of _____, 2017.

(title)

My commission expires _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn,
deposes and says that,

- 1) He is _____ (title) of _____ (company/business), the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Chester, SC or any person interested in the proposed contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed _____

Title _____

Subscribed and sworn to before me
This _____ day of _____, 2017.

(title)
My commission expires _____