



Park Hill School District

Building Successful Futures • Each Student • Every Day

Ware Washing Request for Proposal 2019-20

Park Hill School District
Nutrition Services Department
8500 NW Riverpark Dr., Pillar 116
Parkville, MO 64152

ARTICLES AND DESCRIPTION

Park Hill School District's Nutrition Services Department is receiving sealed proposals for "Ware Washing" products and service as per the attached specifications to furnish and deliver these products and provide service to (20) school locations.

Proposals will be accepted at the Nutrition Services Department Office, 8500 NW Riverpark Drive, Pillar 116, Parkville, Missouri 64152 until 10:00 am, Thursday, June 13, 2019, at which time each proposal will be opened and made part of the published record of the Park Hill School District. An award decision will not be made at the time of opening but will be determined after evaluation of each proposal. It is not the policy of Park Hill School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors. That being understood the purchaser reserves the right to arrive at such by whatever means he may determine based on the criterion established in this RFP.

This RFP must be mailed or delivered to the Park Hill School District Nutrition Services Office at or before 10:00 am, Thursday, June 13, 2019. Emailed or faxed bids will not be accepted. It is the bidder's responsibility to verify the bid is received. Failure to follow any of these instructions will disqualify the offer. RFPs received after the date and time specified above will be rejected.

This Bid is a firm offer which shall be irrevocable and open for acceptance for 45 calendar days from the day set for submission of bids. Park Hill School District reserves the right to accept or reject any or all bids and reserves the right to wave all irregularities and informalities. When no response to bid is made, the vendor is removed from our listing.

Questions regarding this bid should be directed to Susan Weaver at Park Hill School District at (816) 359-4090 or weavers@parkhill.k12.mo.us

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.

DO NOT OPEN - SEALED RFP - DO NOT OPEN

TITLE: Ware Washing Request for Proposal

Park Hill Nutrition Services, Park Hill School District

PROPOSAL TO BE OPENED ON:

June 13, 2019 at 10 am CST

FROM: _____

DELIVER TO: PARK HILL NUTRITION SERVICES DEPARTMENT
8500 NW RIVERPARK DRIVE, PILLAR 116
PARKVILLE, MO 64152
ATTN: RONDA MCCULLICK

LOBBYING CERTIFICATION

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 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 contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CHILD SUPPORT CERTIFICATION

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, 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.

CIVIL RIGHTS/ ANTI-DISCRIMINATION

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, etc.), should contact the Agency 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:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington D.C. 20250-9410
2. Fax: (202) 690-7442 or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

ENERGY POLICY AND CONSERVATION ACT

The undersigned affirms this company recognizes mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

FELONY CONVICTION

“The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Bidder must be of lawful age to enter into this agreement. This bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Education of the Park Hill School District, City of Kansas City, Missouri, County of Platte, nor any officer or employee or person whose salary is payable in whole or part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the services to which it is related, or in any portion of the profits hereof.

All employees and /or any subcontractor’s employees of said bidder must be lawfully present in the United States as required by MO Immigration Law HB1549.

DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension.

The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

BYRD ANTI-LOBBYING AMENDMENT

As relevant, contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier- to-tier up to the non-Federal award. (31 U.S.C. 1352)

LIMITED LIABILITY INSURANCE

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below for the Park Hill School District. Park Hill School District should be listed as an “additional insured” on a General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon awarding of this contract. Certified copies of original insurance policies shall be furnished to PHNS.

- a) Workers' Compensation with Waiver of subrogation to Park Hill Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$2,000,000 policy limit, \$300,000 each employee. Park Hill shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability 1,000,000; Damage to premises rented to your limit, 100,000 any one premises, Medical expense limit 5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Park Hill shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Park Hill shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current ACCORD form Certificate of Insurance sent to Park Hill Nutrition Services Department, 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152, within 15 days of award of contract.

GENERAL BID AND CONTRACT REQUIREMENTS

Scope

District Overview

The Park Hill School District has an enrollment of approximately 12,000 students and beginning with the 2019-20 school year will operate 20 school sites including 2 high schools, 1 innovation studio, 4 middle schools, 11 elementary schools, 1 alternative school and an Early Childhood Center. Nineteen (19) of the schools have a high temperature mechanical dish machine. All sites utilize a three compartment sink for ware washing as well.

A permanent site for the Innovation Studio will open in 2020-21 school year. The impact on this contract would require that ware washing dispensing equipment would be disconnected at the temporary location and re-established at the new location.

The goal of this proposal is to receive firm annual pricing for ware washing chemical and service to meet the needs of our growing district. This agreement will be a one-year contract with the renewal opportunities for four additional contract years. The success bidder will provide all ware washing chemicals and supplies for operation of the three compartment sinks and mechanical dish machines. In addition, other cleaning chemicals and products may be secured via this RFP as needs require. The successful bidder will also be responsible for installing rack counters on each dish machine and recording monthly counts for invoicing purposes.

Evaluation Factors

Lowest total base year bid cost - 45 points

Compliance with all service requirements – 20 points

Lowest and best renewal cost - 35 points

- Any contract resulting from this request shall be awarded in response to a proposal providing the lowest and best bid to the District.
- Bidding requires firm annual pricing.
- The contract will be awarded on an ALL or NONE basis.

Contract Requirements

1. Bidders are required to read entire bid document. Please pay close attention to bid that is being submitted.
2. Bids must be submitted on the Ware Washing Proposal Form provided in this bid document . All information must be legible. Any and all corrections and/or erasures must be initialed. The authorized bidder must sign the bid sheet and required information must be provided.
3. The following terms and conditions shall prevail unless otherwise modified by the Park Hill School District within this bid document. Park Hill School District reserves the right to reject any bid that may take exception to these terms and conditions.
4. All price quotes are to include all delivery charges as indicated in specifications. Orders will be issued on an as-needed basis by each school site.
5. Any holes drilled to accommodate the equipment installation in dishwashers must be pre-approved and repaired at the end of service.
6. Payment will be made after accurate rack counts are provided to Nutrition Services Department via an invoice by school location. Invoices must be signed by an authorized school food service representative to validate payment. Payment terms are net forty-five (45) days.

7. Park Hill School District is tax-exempt, so the bid should reflect this status.
8. The bidder guarantees delivery to the district regardless of any organized work stoppages.
9. Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the vendor.
10. Any changes to the requirements specified herein will be communicated to all bidders by the issuance of an addendum. All bidders shall comply with the requirements specified in any addendum issued by Park Hill School District.
11. The successful bidder will be held responsible and required to make good (at their expense), all damages to persons or property caused by the bidder's employees and/or agents.
12. The successful bidder will be required to provide all the necessary labor, equipment, and delivery vehicles necessary to perform outlined duties at all school locations.
13. The successful bidder shall seek, obtain and comply with all laws, permits, licenses, ordinances, regulations, and approvals necessary to perform the work specified herein.
14. It is the successful bidder's responsibility to notify the Park Hill School District's Nutrition Services office immediately of product formulations changes and/or pack sizes change that occur prior to or during the contractual period. New Safety Data Sheets must be provided at that time.

Service Requirements

1. Every other month service visits and written reports are required for each school location beginning in July of each contract year. Service reports are to be forwarded to the Nutrition Services Director or designee with attention drawn to any repairs needs.

In addition, the contractor shall handle all emergency service calls requiring immediate attention and corrections within twenty-four hours of notice.

2. Installation of chemical dispensing equipment at new school sites or when ware washing machines are replaced must occur within 5 business days of notification or sooner if possible.
3. Contractor must supply, install, and maintain equipment necessary for dispensing chemicals at all school locations.
4. Individual "Safety Data Sheets" must be submitted on each product included in the bid.
5. During service visits the contractor must:
 - Check and report the temperature of the wash solution in the machine tank and the temperature of the final fresh water rinse.
 - Measure the concentration of the dish machine detergent wash solution and rinse dry by chemical analysis, and maintain concentrations at all times within the range of proper ware washing.
 - Measure the concentration of all ware washing chemicals dispensed in the three compartment sinks by chemical analysis, and maintain concentration at all times within the range of proper ware washing.
 - Check dish machine valves for leaks.
 - Check and adjust wash manifold arms and nozzles, rinse arms and jets for efficient operation.
 - Inspect the overflow action and the balance of the machines and make adjustments to machines based on manufacturer's recommendations.
 - Inspect the electrical wiring and switches and report any concerns.
 - Contractor must take appropriate action to remedy conditions which are causing high costs or poor results.

6. Additional service required as requested:

- provide operating charts for ware washing operations
- provide employee training in proper ware washing operations as needed or requested
- provide updated Safety Data Sheets as product changes occur or as new products are added

Contract Term

The contract shall be effective from July 1, 2019 through July 31, 2020. It is specifically understood and agreed that the contract shall be renewable four (4) additional successive one-year term on July 31: 2021, 2022, 2023 and 2024.

Contract Termination

This agreement may be terminated at any time by the district upon (30) days written notice, should the district determine that it is not in the best interest to continue the contract and/or the supplier is not performing with the provisions and intent of this agreement.

Upon receipt of the termination notice, the bidder shall have twenty (20) days to correct non-compliance issues. If compliance is achieved, the termination notice will be canceled.

The bidder may terminate this agreement with (60) days written notice for failure by the district to comply with contract terms.

School Locations :

- **Chinn Elementary School**
7100 NW Chatham Road
Kansas City, MO 64151
- **English Landing Elementary School**
6500 Klamm Drive
Kansas City, MO 64151
- **Graden Elementary School**
8814 NW 45 Highway
Kansas City, MO 64152
- **Hawthorn Elementary School**
8200 N Chariton Road
Kansas City, MO 64152
- **Hopewell Elementary School**
6801 N Line Creek Parkway
Kansas City, MO 64151
- **Line Creek Elementary School**
5801 NW Waukomis Drive
Kansas City, MO 64151
- **Prairie Point Elementary School**
8101 NW Belvidere
Kansas City, MO 64152
- **Renner Elementary School**
7401 NW Barry Road
Kansas City, MO 64152

- **Southeast Elementary School**
5704 NW Northwood
Kansas City, MO 64151
- **Tiffany Ridge Elementary School**
5301 NW Old Tiffany Springs Road
Kansas City, MO 64154
- **Union Chapel Elementary School**
7100 NW Bethel
Kansas City, MO 64152
- **Congress Middle School**
8150 N Congress Road
Kansas City, MO 64153
- **Lakeview Middle School**
6720 NW 64th Street
Kansas City, MO 64151
- **Plaza Middle School**
6501 NW 72nd
Kansas City, MO 64152
- **Walden Middle School**
4701 NW 56th Street
Kansas City, MO 64151
- **Park Hill High School**
7701 NW Barry Road
Kansas City, MO 64153
- **Park Hill South High School**
4500 NW Riverpark Drive
Riverside, MO 64152
- **Lead Innovation Studio**
10150 N Ambassador Drive
Kansas City, MO 64153
- **Russell Jones Education Center**
7642 NW Waukomis
Kansas City, MO 64151
- **Gerner Early Childhood**
8100 N Congress Road
Kansas City, MO 64153

Ware Washing Proposal Form

Lowest total base year bid cost - 45 points

Dish Machine Chemicals			
19 School Locations	Cost Per Rack	Brand	Case Pack Size
Dish Machine Detergent			
Sheeting Agent (Rinse Agent)			
Total Cost	\$		

Three Compartment Sink and Additional Chemicals			
20 School Locations	Cost Per Gallon	<u>Brand</u>	<u>Case Pack Size</u>
Pot and Pan Detergent			
Quaternary Ammonia Sanitizer			
De-Liming Agent			

Compliance with all service requirements – 20 points

Please initial to indicate acceptance of all service requirements. If not accepted, please provide a detailed description of exceptions and initial that exceptions to service have been included.	Accepted	Exceptions to Service
Safety Data Sheets Provided – please initial to verify documents are included with proposal	Included	Not Included

Lowest and best renewal cost - 35 points

The District shall have the sole option to renew this contract in one (1) year increments for a total accumulative period of four (4) additional years. If the option is exercised, the contractor shall charge the District the same prices as quoted originally except as modified in the paragraph below. All modifications shall be computed against the original unit prices, not the current unit price. Prices must be firm for each renewal periods.

1st renewal 2020/21 + _____ % - _____ %

2nd renewal 2021/22 + _____ % - _____ %

3rd renewal 2022/23 + _____ % - _____ %

4th renewal 2023/24 + _____ % - _____ %

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this bid as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

NO RESPONSE FORM

Park Hill School District Ware Washing RFP

Whereas on the _____ day of _____, 2019

(print name of company)

has reviewed PHSD solicitation and elects not to submit a proposal:

Street Address

City, State, Zip Code

Telephone/Fax Number

Name of Authorized Individual

Signature of Authorized Individual