



OKANOGAN COUNTY
COMMUNITY
ACTION
COUNCIL

Food & Nutrition

Request for Proposal (RFP)
Walk-In Cooler and Freezer with Floor
Okanogan County CAC

**Packets to be Picked Up In-Person,
Sent by email or downloaded at:
Monday - Thursday | 8:00 AM - 4:00
PM Through April 27, 2023**

**Closing Time for Accepting Proposals:
May 31, 2023 | 10:00 AM**

**Proposals Will Be Opened: June
1, 2023 | 2:15 PM**

**Okanogan County Community
Action Council
424 S 2nd Ave, PO Box 1067
Okanogan, WA 98840
Ph: 509-422-4041**

**OKANOGAN COUNTY COMMUNITY ACTION COUNCIL
EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION EMPLOYER
424 S 2ND Ave Okanogan, WA
98840**

Walk-In Freezer and Refrigerator with Floor

I. REQUEST FOR PROPOSAL

Okanogan County Community Action Council (hereinafter called OCCAC) will receive proposals by email, Mail or in person for the items and/or services listed herein. You are invited to submit a sealed proposal, subject to the terms and conditions of this request. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal. OCCAC reserves the right to reject any or all proposals.

Request for Proposals (RFP) must be emailed, mailed or delivered to John Baker, Facilities manager, Okanogan County Community Action Council , PO Box 1067, 424 S 2nd Ave, Okanogan, WA 98840, by email marked in the subject line "RFP - OCCAC Walk-In Freezer/Cooler" or in an envelope marked "RFP - OCCAC Walk-In Freezer/Cooler" in the lower left-hand corner. The name and address of the vendor shall appear in the upper left-hand corner.

Copies of the RFP may be obtained at OCCAC, at the above address, from 8:00 am to 4:00 pm, Monday – Thursday or request a digital version prior to the date and time specified for the proposal opening.

In accordance with Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulation 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 (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:

- (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.

II. TIME OF OPENING:

All proposals should be received by **10:00 am on May 31, 2023**. Bids will be opened at **2:15 pm on June 1, 2023**, or as soon thereafter as the business of OCCAC permits. Failure to have a proposal submitted prior to the opening may prevent the reading of your proposal. OCCAC cannot assume the responsibility for any delay as a result of the failure of the mail or any other failure that would result in untimely proposal delivery.

III. LOCATION OF OPENING:

Proposals will be opened and read at Okanogan County CAC, 424 S 2nd Ave, Okanogan, WA 98840. You are requested not to telephone for a tabulation. Evaluations will be based on numerous items, such as cost, safety, references, etc.

IV. OVERVIEW:

Okanogan County Community Action Council is seeking proposals from experienced and qualified vendors for a walk-in freezer with insulated floor and walk in cooler, installment of the new unit, and any associated electrical needs.

**Site Location:
669 A 2nd Ave
Okanogan, WA 98840**

This RFP is part of a competitive procurement process, which helps to serve the best interest of OCCAC. The proposal that is determined to be the most advantageous to OCCAC will receive the award for the project.

V. TERMS

- A.** OCCAC reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, safety, quality of service, the ability to meet preferred specifications, the vendor's qualifications and capabilities to provide the specified product or service, and other factors that OCCAC may consider.
- B.** OCCAC reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by OCCAC to be in the best interest of OCCAC even though not the lowest proposal.
- C.** Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of six (6) months. Failure of the successful vendor to accept the obligation of the contract may result in the cancellation of any award.

D. If awarded, the project shall be completed during the early fall of 2023 at a time that is agreeable to OCCAC and the vendor. The project shall be completed by September 1st, 2023.

- E. Bids should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the project. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- F. Price should include all fees and should be the final purchase price.
- G. Electronic submissions is allowable or submissions by paper.
- H. Fax or telephone quotes shall not be accepted.
- I. Prices quoted must include transportation and delivery to the site. Prices include all fees and should be the final price.
- J. Modification, additions or changes to the terms and conditions of this RFP may be a cause for rejection of the proposal. Vendors are to submit all bids on the forms supplied with this invitation. Bids submitted on company forms may be rejected.
- K. Vendor must furnish the following insurance:
 - a. Workers' Compensation
 - b. Employer's Liability \$1,000,000 per occurrence

A Certificate of Insurance must be filed with OCCAC prior to beginning work and must be kept on file for the duration of the contract.

- L. Termination for Non-Performance (Default) - OCCAC may terminate the resulting contract for non-performance, as determined by OCCAC, for such causes as:
 - a. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained:
 - b. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against the contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that the Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default: or
 - c. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.
- M. Demand for Assurances - In the event OCCAC has reason to believe the Contractor will be unable to perform under the contract, it may make a demand for reasonable assurances that the contractor will be able to timely perform all obligations under the contract. If

the vendor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.

- N.** Notification - OCCAC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to OCCAC satisfaction within the (10) calendar days, OCCAC may terminate the contract by giving thirty (30) days notice by registered or certified mail, of its intent to cancel this contract.
- O.** Attorney's Fees - In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event that OCCAC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
- P.** Compensable Damages for Breach - The contractor agrees that the following items shall be included as compensable damages for any breach of a contract with OCCAC.
 - a. Replacement Costs;
 - b. Cost of repeating the competitive bidding procedure expenses;
 - c. Expenses incurred as a result of delays in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by OCCAC for any other damages occasioned by the Contractor's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

- Q.** Suspension and Debarment - The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp.m, p. 235), "Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by OCCAC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to the remedies available to OCCAC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- R.** The lowest quote will be determined on the best value to OCCAC. Awards will be made to the vendor whose proposal is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the vendor shall fulfill in order for the proposal to be evaluated by the recipient. Any and all proposals or offers may be rejected when it is in the recipient's interest to do so.

VI. NOTICE TO ALL BIDDERS

VII. SCOPE OF WORK AND GENERAL SPECIFICATIONS

- A.** This is a Request for Proposals for the purchase and installation of one walk-in refrigerator and one freezer with a floor for OCCAC, located at 669 A 2nd Ave, Okanogan, WA 98840. Installation location based on attached drawing.
- B.** All trash and scrap are to be removed from the site or put in dumpsters provide by vendor.
- C.** The installation of the walk-in cooler and freezer to include; receiving the box and all associated materials at the job site and assuming all damages, setup of the unit in place, mounting of condensers inside on box roof, running all new refrigeration lines, drain lines, piping, wiring, hooking up electrical connections. It also includes trim of interior and exterior walls. The vendor is responsible for starting the unit and making all necessary adjustments. The refrigeration contractor will provide one return trip to the job site ten (10) days after startup to check refrigerant and oil levels and adjust temperature defrost times.
- D.** Unit to be fully-functioning.
- E.** Installers and refrigeration contractors must have visited the site within the three (1) months prior to bidding. An appointment must be scheduled with the facilities Manger. Non-conformance with this requirement will result in the bid being rejected.
- F.** All electrical connections to existing power are included in the proposal. If existing electrical service is insufficient, it is the bidder's responsibility to point this out prior to ordering the units. OCCAC will be responsible for providing properly sized service.
- G.** These are HOLD-TO dimensions. They may not be adjusted without prior consultation with the food service director. Drawings must be supplied to the Facilities Manager before ordering.

VIII. ITEMIZED SPECIFICATIONS

Walk-In Cooler and Freezer with Floor.

A. General Specifications

1. Ceilings, walls and door panels to be 4.25" thick minimum Foamed-In-Place rigid urethane.
2. prefabricated, sectionally constructed panels shall be metal clad with .040 gauge embossed aluminum finish.
3. The exposed front to be 24 gauge powder coated steel panels.
4. The entire exposed area on the dock to be aluminum treadplate.
5. Interior ceiling and wall panels to be galvanized.
6. The unit must meet or exceed current NSF and federally mandated energy regulations and carry all current Factory Mutual approvals with a classification showing a flame spread rating of 25.
7. All wall panels to incorporate a minimum of three (3) cam action per wall.
8. Provisions to support and mount condensing units on the box of freezer and cooler.
9. Verify the location of the doors before ordering.
10. Trim sides and roof of exposed box with an embossed aluminum finish so no moisture or air will penetrate through wall or opening.

A. Unit Dimensions (Size)

The exterior dimensions for walk-in freezer are to be W19' x L16' x H8' with 4.25" panels.

The exterior dimensions for walk-in cooler are to be W19' x L20' x H8' with 4.25" panels.

B. Floor

Walk-in freezer will have an insulated prefabricated floor of a full 4.25" thick foamed-in-place UL class 1 urethane panels or "foamed-in-place" rigid urethane. The floor is to be 16 gauge galvanized steel with NSF coved corners. The floor must be capable of holding a minimum of 600 pounds per square inch.

C. Doors

Entry doors to be flush mount design, stainless with 5' tread plate from the floor upward, both inside and outside of both the freezer and cooler door. All doors shall be self-closing. Doors are to feature three (3) chrome plated strap hinges, heated stainless steel door jamb, heavy-duty steel door frame, and chrome-plated non-positive latch, and inside safety releases. Door width to be 5' and hinged on the left side of the cooler and right side of freezer as you are facing them. The door frame is to have a light switch, neon pilot light.

D. Lighting

Provide each compartment with incandescent vapor proof light fixture with all-temperature bulbs and globes located on the interior of the door section. The vapor proof light shall be capable of accepting a 100-watt bulb. A safety release sign shall be affixed to the inside of the door section that clearly explains proper instructions for the safe exit from the walk-in. A minimum of three 48" vapor proof LED fixtures will be provided for the cooler and a minimum of three 48" vapor proof LED fixtures will be provided for the freezer. Mount fixtures to ceiling in a central location. Lights should provide no less than twenty (20) foot candles of light at any point inside when measured 30" above the floor. Switches shall be installed on the exterior of each unit, adjacent to the door handle. Lights to be controlled by the same switch as the door light. Refrigeration contractor to interconnect fixture to door light switch.

E. Thermometers

Each door shall have a 3" chrome-plated dial thermometer, flush-mounted on the exterior of each compartment with the sensing bulb installed at the center of a sidewall and protected. NSF Label of Approval shall be fixed to each door as a sign of construction in agreement with the National Sanitation Foundation. Each door shall also carry the UL Listing mark from Underwriters Laboratories.

F. Sealant Application

A 3/8" bead of non-drying **Butyl sealant OR Geocel 3300 must be applied between all panels** - floor to floor, wall to floor, wall to wall, wall to ceiling, and ceiling to ceiling. This shall be a continuous bead of Butyl that extends the full length of each panel and around each corner to meet with the adjacent edge. Butyl should be applied to the interior of the joint on the warm side (cooler side for perimeter walls, exterior side for perimeter walls). Any electrical and/or mechanical penetration of the box must be properly sealed with Butyl. When it applies, all voids between ceilings and walls with concealed tops (fascia) must be foam packed with spray foam. The vendor shall supply all of the product necessary to be adequately applied between all panels.

G. Cooler Refrigeration

Cooler condenser to be **scroll air-cooled condensing unit**. Unit to operate with **R448/449 refrigerant**. **Voltage to be 208 / 3 phase. If environmental standards are updated in 2023, the unit shall comply with these standards.** Furnish steel compressor mounting base, and **five (5) year compressor warranty**. Provide a factory-matched evaporator unit. **The refrigerator must be capable of holding at 35 degrees with an ambient temperature of 110 degrees.** All refrigeration piping to be Type K or L hard copper silver soldered in the sizes prescribed by the manufacturer. All suction lines to be insulated with 3/4" thick Armaflex. The unit is to be piped, wired, and in running condition. All necessary parts, materials, labor to be provided by this bidder. Drain line to be run in hard copper. Drain line to be installed with sufficient drop to allow complete drainage and terminate on the exterior of east exterior wall. The line should be trapped and ran in a neat and orderly fashion. All penetrations for drains, refrigeration, and conduit shall be filled full of foam and foamed around penetrations to prevent air leaks. Condensation traps required for all drains. Condensing unit to be located on the top of box on the interior of warehouse. It is the refrigeration contractor's responsibility to ensure that box will support the weight of Condensing unit. The refrigeration contractor will provide one return trip to the job site ten (10) days after startup to check refrigerant and oil levels and adjust temperature defrost times. Provide one (1) full year parts and labor warranty. A remaining four-year compressor warranty will also be provided in the quotation. **Refrigeration contractors will provide specs on condensing unit and evaporation unit to include: physical dimension, HP, electrical rating, etc.**

H. Freezer Refrigeration

Freezer condenser to be **scroll air-cooled condensing unit. Voltage to be 208 / 3 phase.** Voltage to be confirmed by a bidder at the onsite visit. **Unit to operate on R448/449 refrigerant. If environmental standards are updated in 2023, the unit shall comply with these standards.** Furnish steel compressor mounting base, and five-year compressor warranty. **The freezer must be capable of holding at -15 degrees with an ambient temperature of 110 degrees .** All piping to be Type K or L hard copper silver soldered in the sizes prescribed by the manufacturer. All suction lines to be insulated with 1” thick Armaflex. The unit is to be piped, wired and in running condition. All necessary parts, materials, and labor to be provided by this bidder. Drain line to be run in hard copper, with 1” thick Armaflex insulation. Heat tape installed in the freezer drain line. Drain line to be installed with sufficient drop to allow complete drainage and terminate on exterior of the east wall, condensate pump will be required . The line should be trapped and ran in a neat and orderly fashion. All penetrations for drains, refrigeration, and conduit shall be filled full of foam and foamed around penetrations to prevent air leaks. Condensing unit to be located on top of box on the interior of warehouse. It is the refrigeration contractor’s responsibility to ensure that box will support the weight of Condensing unit. The refrigeration contractor will provide one return trip to the job site ten (10) days after startup to check refrigerant and oil levels and adjust temperature defrost times. Provide one (1) full year parts and labor warranty. A remaining four-year compressor warranty will also be provided in the quotation. **Refrigeration installers to provide specs on condensing unit and evaporation unit to include: Physical dimension, HP, electrical rating, etc.**

I. Box Warranty

The unit is to have a minimum warranty of ten (10) years covering the foamed-in-place panels. This warranty is to cover defects or insulation failure for panels under normal use. This will cover the cost of replacement only and the owner or installer will bear the cost of removal and replacement of such panels. All other box parts should have a one (1) year parts and labor warranty.

J. Securing the Site

The vendor will be responsible for securing the site daily. This will ensure the safety of OCCAC warehouse employees and the general public.

IX. FEDERAL AWARD / CONFLICT OF INTEREST

No employee, officer, or agent of the OCCAC may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.⁷

The officers, employees, and agents of OCCAC may neither solicit nor accept gratuities, favors, or

anything of monetary value from contractors or parties to subcontracts. In determining whether an activity constitutes an impermissible acceptance of a gratuity or item of monetary value, the definition of “gratuity” (covering anything of more than twenty five dollars [\$25] value) set forth in in OCCAC Accounting & Financial P&P Manual shall apply. Violation of these standards may result in disciplinary action including, but not limited, to suspension, dismissal, or removal.

References: OCCAC Policy 2.4

CERTIFICATION OF DEBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal or State Agency.

Signature

Date

Company Name

PROPOSAL CERTIFICATION

I hereby certify with my signature below that costs in this RFP are correct and that I have the authority to obligate my company to perform under the conditions stated in the bid.

Name: _____

Signature: _____

Company Name: _____

Company Address: _____

Telephone: _____

Email: _____

Date: _____

Please answer the following questions Yes or No:

I am a minority or woman-owned business. n Yes n No

I am a certified minority-owned business. n Yes n No

I am a certified veteran-owned business. n Yes n No

Please provide a copy of your certification for any question that you answered yes to above.

PROJECT RESPONSE

Indicate the brand/model of the unit: _____

Please attach any exceptions and exclusions to this bid on a separate page.

Specs Included:

Are the specs for the replacement walk-in freezer and cooler with the proposal? n Yes n No

Are the specs for the condensing unit and evaporation unit included with the proposal? n Yes n No

Site Visits:

Was a site visit performed by the firm bidding the project within the past three months?

n Yes n No Date: _____

Was a site visit performed by the refrigeration installers in the past year?

n Yes n No Date: _____

Refrigeration installer company name / primary contact: _____

Insulation Value of Panel:

What is the insulation value or rating of the panel spec'd in the proposal? _____

Required Documentation:

Are the following required documents completed and attached to the project response?:

Certification of Debarment and Suspension n Yes n No

Proposal Certification n Yes n No

Proposal Pricing n Yes n No

Assurances n Yes n No

References:

Please provide three references for comparable projects completed in the past two years.

Contact Information	Reference # 1	Reference # 2	Reference #3
Name/Job Title			
Business / Organization			
City, State			
Phone Number			

PROPOSAL PRICING

WALK-IN COOLER / FREEZER INSTALLATION PER ALTERNATE

Total price to install new cooler and freezer with a floor.

Cooler

\$ _____

Freezer

\$ _____

Freight Cost:

\$ _____

Installation Cost:

\$ _____

Warranty:

Panel Warranty: _____yrs \$ _____

Compressor Warranty _____yrs \$ _____

Refrigeration Warranty _____yrs \$ _____

Is additional Warranty Available? n Yes n No \$ _____

List: _____

TOTAL COST FOR UNIT:

\$ _____

RATING FACTOR MATRIX

EXAMPLE

VENDOR: VENDOR A

Rating Factor Matrix	Weight	Score	Weighted Score
Price Proposed	0.40		
Prior Experience (i.e.: vendor’s qualifications and capabilities to provide the specified products and services, quality of reference responses)	0.20		
Quality of Service (i.e.: receiving materials at the job site and assuming all damages, responsiveness of vendor to inquiries, customer service, and the guarantee of work, etc.)	0.10		
Quality of Product / Preferred Specifications (i.e.: proposal meets preferred specifications, etc.)	0.30		
Total	1.0		

Instructions: Enter a score (0-5) in each of the four evaluation criteria boxes.

- 0 Totally unresponsive - does not meet minimum requirements.
- 1 Well below average - barely meets minimum requirements.
- 2 Slightly below average - meets minimum requirements.
- 3 Average - meets minimum requirements, exceeds minimum requirements in some areas.
- 4 Above average, exceeds minimum requirements in many or all areas.
- 5 Outstanding - far exceeds the minimum requirements in most areas.

ASSURANCES

Receiving Freight

The vendor is responsible for receiving all equipment at the job site and assumes responsibility for any freight damages.

Installation

Installation of the walk-in freezer and cooler is to include receiving the box at the job site and assuming responsibility for any freight damages, mounting of condensers on top of box on the interior of warehouse, running all new refrigeration and drain lines, providing necessary electrical requirements and hooking up all electrical connections and trimming interior and exterior of walls.

Starting Unit / Necessary Adjustments

The vendor is responsible for starting the unit and making all necessary adjustments. The refrigeration contractor will provide one return trip to the job site ten (10) days after startup to check refrigerant and oil levels and adjust temperature defrost times.

Project Timeline

The project shall be completed during the early spring of 2023 at a time that is agreeable to OCCAC and the vendor. The project shall be completed by MAY 1, 2023.

Name: _____

Date: _____

Please Print or Type

Signature: _____

Company: _____

Principal Place of Business: _____(State)



