1 2 TOWN OF CUMBERLAND 3 4 5 6 **RESOLUTION: AUTHORIZING AND EMPOWERING MAYOR JEFFREY** 7 MUTTER TO ENTER INTO A CONTRACT WITH KATOM KITCHEN SUPPLY, INC. IN AN AMOUNT NOT TO 8 9 EXCEED TWENTY-TWO THOUSAND FIVE HUNDRED 10 DOLLARS (\$22,500.00). 11 12 BE IT RESOLVED BY THE TOWN COUNCIL OF CUMBERLAND AS 13 **FOLLOWS:** 14 15 **WHEREAS:** The Town of Cumberland solicited requests for proposals to purchase 16 commercial kitchen equipment for the Cumberland Senior Center located at 1464 17 Diamond Hill Road. 18 19 WHEREAS: The Town of Cumberland received two (2) proposals from qualified bidders: Sam Tell & Son, Inc for \$26,180.15 and KaTom Kitchen Supply for \$22,500.00. 20 21 22 WHEREAS: The Senior Center Renovations Building Committee met April 23, 2020 to 23 review the two proposals and voted unanimously (6-0) to award the contract to KaTom Restaurant Supply of Kodak, Tennessee. 24 25 26 WHEREAS: KaTom Kitchen Supply's bid of \$22,500.00 (Twenty-two thousand five 27 hundred dollars) was the lowest qualified bid and they met the requirements of the 28 Request for Proposal dated March 16, 2020. 29 30 WHEREAS: The Town of Cumberland finds that the bid in the sum not to exceed 31 \$22,500.00 (Twenty-three thousand fifty dollars) to be the lowest responsive and 32 responsible bid. 33 34 NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE 35 TOWN OF CUMBERLAND, RHODE ISLAND AS FOLLOWS: 36 37 SECTION 1: MAYOR JEFFREY J. MUTTER IS AUTHORIZED AND 38 EMPOWERED TO ENTER INTO A CONTRACT WITH KATOM KITCHEN 39 SUPPLY FOR A SUM NOT TO EXCEED TWENTY-TWO THOUSAND FIVE 40 HUNDRED DOLLARS (\$22,500.00) FOR THE PURCHASE OF KITCHEN 41 EQUIPMENT FOR THE CUMBERLAND SENIOR CENTER. 42 43 SECTION 2: THAT THIS RESOLUTION SHALL BECOME EFFECTIVE 44 IMMEDIATELY UPON ITS PASSAGE BY THE CUMBERLAND TOWN COUNCIL. 45 Sander M. Disanelli 46 DATE ADOPTED: May8, 2020 47 A TRUE COPY, ATTEST: 48 49 SANDRA M. GIOVANELLI, TOWN CLERK

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1	R-20-54				
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3		TOWN OF CUMBERLAND			
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6	<b>RESOLUTION:</b>	AUTHORIZING AND EMPOWERING MAYOR JEFFREY			
7 8		MUTTER TO ENTER INTO A CONTRACT WITH KATOM KITCHEN SUPPLY, INC. IN AN AMOUNT NOT TO			
9		EXCEED TWENTY-TWO THOUSAND FIVE HUNDRED			
10		DOLLARS (\$22,500.00).			
11					
12	BE IT RESOLVED BY THE TOWN COUNCIL OF CUMBERLAND AS				
13 14	<b>FOLLOWS:</b>				
15	WHEREAS: The T	own of Cumberland solicited requests for proposals to purchase			
16		equipment for the Cumberland Senior Center located at 1464			
17	Diamond Hill Road.				
18					
19		own of Cumberland received two (2) proposals from qualified			
20	bidders: Sam Tell &	Son, Inc for \$26,180.15 and KaTom Kitchen Supply for \$22,500.00.			
21 22	WHEREAS: The S.	enior Center Renovations Ruilding Committee met April 23, 2020 to			
23	<b>WHEREAS:</b> The Senior Center Renovations Building Committee met April 23, 2020 to review the two proposals and voted unanimously (6-0) to award the contract to KaTom				
24	Restaurant Supply of Kodak, Tennessee.				
25	11.				
26		om Kitchen Supply's bid of \$22,500.00 (Twenty-two thousand five			
27	hundred dollars) was the lowest qualified bid and they met the requirements of the Request for Proposal dated March 16, 2020.				
28 29	Request for Proposal	dated March 16, 2020.			
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31	\$22,500.00 (Twenty-three thousand fifty dollars) to be the lowest responsive and				
32	responsible bid.				
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34		E, BE IT RESOLVED BY THE TOWN COUNCIL OF THE			
35	TOWN OF CUMBE	RLAND, RHODE ISLAND AS FOLLOWS:			
36 37	SECTION 1. MAYO	OR JEFFREY J. MUTTER IS AUTHORIZED AND			
38		ENTER INTO A CONTRACT WITH KATOM KITCHEN			
39		M NOT TO EXCEED TWENTY-TWO THOUSAND FIVE			
40	HUNDRED DOLLA	RS (\$22,500.00) FOR THE PURCHASE OF KITCHEN			
41	EQUIPMENT FOR	THE CUMBERLAND SENIOR CENTER.			
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43 44		T THIS RESOLUTION SHALL BECOME EFFECTIVE			
44 45	IIVIIVIEDIA I ELY UF	PON ITS PASSAGE BY THE CUMBERLAND TOWN COUNCIL.			
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49		SANDRA M. GIOVANELLI, TOWN CLERK			
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# Town of Cumberland Fiscal Note (R-20-54)

Proponent: Mayor's Office

Description of Ordinance, Rule, or Resolution:

RESOLUTION: AUTHORIZING AND EMPOWERING MAYOR JEFFREY

MUTTER TO ENTER INTO A CONTRACT WITH KATOM

KITCHEN SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND FIVE HUNDRED

DOLLARS (\$22,500.00).

Cost(s) of:

The costs totaling \$22,500 are for proposals to purchase commercial kitchen equipment for the Cumberland Senior Center located at 1464 Diamond Hill Road.

Are said Costs/Revenue budgeted? If so, describe. If not, where shall the appropriation originate?

The costs associated with this expenditure will be advanced by the Town's General Fund and be reimbursed via a \$547,537 RI CDBG Program. Grant costs and reimbursements will be tracked via our accounting system (account 418 Series).

Effect on the Tax Rate of the Town:

There shall be No effect on the tax rate with the passage of this resolution.

Source(s) of Data:

Mayor's Office

**Bid Information:** 

Bid completed /see resolution

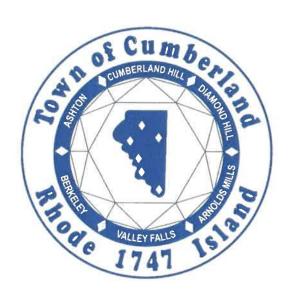
Proponent Signature:

Raymond A. Chauvin Finance Director April 30, 2020

# **Request for Proposal**

# Kitchen Equipment for the Cumberland Senior Center

# RFP #2020-0416-10



# Town of Cumberland 45 Broad Street Cumberland, RI 02864

Date Issued: March 16, 2020

Date Due: April 16, 2020 at 3:00 PM

Town of Cumberland, Finance Department

45 Broad Street

Cumberland, RI 02864

Phone: 401-728-2400 x134

#### SCOPE OF WORK

The Town of Cumberland seeks proposals for the purchase of commercial kitchen equipment for the Cumberland Senior Center located at 1464 Diamond Hill Road, Suite 1, Cumberland, RI 02864.

#### **Specifications**

Equipment, or similar, is as follows:

#E-KB27F EIC-400 SCSN18181NI+F-808 90" long 18G-3C18X18-218
EIC-400 SCSN18181NI+F-808
SCSN18181NI+F-808
90" long 18G-3C18X18-218
IMLEZON2TH-002
701183705859
728028315998
40141747
52150000
1901100103042
VSSD48-10
RC355 LP
C5HMEO35630

SS Shelving – moveable, solid shelves, minimum

of 7 shelves

4' wide 8' tall, 24" deep

See Appendix D for kitchen layout. Kitchen layout and equipment have been approved by the Rhode Island Department of Health.

The Supplier must be able to contract with the Federal Government. They may not be disbarred or suspended from contracting with the Federal Government.

#### QUESTIONS and ADDENDA

In order to provide prompt answers to questions, the Town requests that all Bidders submit written questions in a timely manner. Accordingly, questions must be emailed to gmodica@cumberlandri.org at least ten (10) days prior to the date fixed for the opening of the bids. The Town will compile written answers which will be available by Addendum on the Cumberland Finance Department's webpage and

the State Purchasing website. No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally.

<u>Please avoid private communication with any Official or Building Committee Member from the release</u> <u>date through the selection of contractor.</u> Bidders who initiate private communication or attempt to violate the process outlined herein may be disqualified.

All questions pertaining to the specifications or proposal procedure should be first directed to the Finance Director. Where information from the Finance Director differs from information from any other source, the information from the Finance Director prevails. The Town is not responsible for information obtained from any other source.

#### **TAXES**

The Town of Cumberland is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

#### RECEIPT AND OPENING OF PROPOSALS:

Sealed proposals labeled "RFP# 2020-0416-10 "Kitchen Equipment for the Cumberland Senior Center," will be received in the Office of the Finance Director, Cumberland Town Hall, 45 Broad St., Cumberland, Rhode Island 02864.

Bids Due: April 16, 2020, no later than 3:00 PM EST.

Bid Opening: Bids will be publicly opened and read at the bid opening to immediately follow the submission deadline.

#### FORM OF BID

Five copies of the proposals shall be submitted, on the form provided, with warranties and other required documentation, literature and material to be provided, with the bid, on the Bidder's own form.

#### SUBMISSION OF BIDS

- 1. Envelopes containing bids must be sealed and addressed to the Office of the Finance Director, Cumberland Town Hall, 45 Broad St., Cumberland, RI, 02864, and must be marked with the name and address of the bidder and name of the RFP.
- 2. The Finance Director will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- 3. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- 4. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from time of bid opening.

- 5. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- 7. Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

#### SUBMISSION REQUIRMENTS

The Bidder shall furnish the Town with the following:

- 1. Price proposal for equipment listed under Scope of Work.
- 2. Warranties for all equipment
- 3. Estimated delivery date once order has been placed.

#### **HUD REQUIREMENTS**

The successful bidder will be required to sign the following forms:

• Certification Regarding Debarment and Suspension

#### AWARD OF BIDS

The Town reserves the right to award in whole or in part.

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# Town of Cumberland **BID PROPOSAL**

TO: The Town of Cumberland Finance Department 45 Broad St. Cumberland, RI 02864

To Whom It May Concern:

We, the undersigned, propose to furnish to the Town of Cumberland with the "Kitchen Equipment for the Cumberland Senior Center" per attached specifications dated March 16, 2020.

Price in words:	x
Price in figures:	
Did you deviate from the specifications in an	way: YES NO?
(If yes, you must submit a detailed descriptio properly evaluated.)	n of all deviations so that your product or service can be
Did you receive an addendum: YESN	O?
	receipt of order.  all General Terms and Conditions of Purchase included i
Appendix B.  By:	
Authorized Signature	Date Company Name
Print Name & Title	Address
Telephone/Email	Town/State/Zip Code

Please submit five (5) copies of the bid proposal page and any brochures.

### Appendix A

#### ANTI-KICKBACK ACKNOWLEDGMENT

#### ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town of Cumberland who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town of Cumberland who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

Signature of Officer	Date	
Title	Company	
Title of RFP		

ORIGINAL: OCTOBER 2018 REVISED: N/A

# Appendix B

#### TOWN OF CUMBERLAND

#### GENERAL TERMS AND CONDITIONS OF PURCHASE

The Town of Cumberland's Finance Office may, from time to time, make amendments to the General Terms and Conditions when the Town of Cumberland's Finance Director determines that such amendments are in the best interest of the Town of Cumberland. Amendments shall be made available for public inspection at the Finance Office located in Cumberland Town Hall and online at <a href="https://www.cumberlandri.org/finance/">https://www.cumberlandri.org/finance/</a> but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

# TOWN OF CUMBERLAND'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All Town of Cumberland purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the Town of Cumberland purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Cumberland Town Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

#### 1. GENERAL

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the Town of Cumberland, or with whom a contract is executed by the Town of Cumberland's Finance Director, and the term "contractor" shall have the same meaning as "vendor".

#### 2. ENTIRE AGREEMENT

The Town of Cumberland's Purchase Order, or other Town of Cumberland contract endorsed by the Town of Cumberland Finance Office, shall constitute the entire and exclusive agreement between the Town of Cumberland and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the Town of Cumberland and any contractor pertaining to any award or contract shall be accomplished in writing.

A) Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Town of Cumberland Finance Director of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the Town of Cumberland. This shall bind the bidder on his part

to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the Town of Cumberland on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the Town of Cumberland to the contractors.

- B) No alterations or variations of the terms of the contract shall be valid or binding upon the Town of Cumberland unless submitted in writing and accepted by the Town of Cumberland Finance Director. All orders and changes thereof must emanate from the Town of Cumberland Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the Town of Cumberland Finance Director, and may be disregarded.
- C) Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:
  - i) terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
  - extended upon written authorization of the Town of Cumberland Finance Director and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
  - iii) canceled by the Town of Cumberland in accordance with other provisions stated herein.
- D) It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Town of Cumberland Finance Director.
- E) If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Town of Cumberland Purchasing Office, and expressly accepted.
- F) The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the Town of Cumberland, and agrees that later discovery by the Town of Cumberland Finance Director that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

#### 3. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the Town of Cumberland, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the Town of Cumberland and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

#### 4. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The Town of Cumberland will not reimburse any offeror for such costs.

#### 5. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- A) The Town of Cumberland reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- B) The Town of Cumberland shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the Town of Cumberland will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.
- C) Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the Town of Cumberland, where determined by the Town of Cumberland Finance Director to be in the Town of Cumberland's best interest.

#### 6. DELIVERY/COMPLETION

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the Town of Cumberland Finance Director. The decision of the Town of Cumberland Finance Director, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

#### 7. FOREIGN CORPORATIONS

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

#### 8. PRICING

All pricing offered or extended to the Town of Cumberland is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the Town of Cumberland, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

#### 9. COLLUSION

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

#### 10. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Town of Cumberland for the purpose of obtaining any contract or award issued by the Town of Cumberland. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the Town of Cumberland, except as shall have been expressly communicated to the Town of Cumberland Finance Director in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Town of Cumberland of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

#### 11 AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Town of Cumberland Finance Director.

- A) Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the Town of Cumberland. The Town of Cumberland reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- B) The Town of Cumberland reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the Town of Cumberland may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Town of Cumberland to make any examinations before awarding a contract; and it is further

understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

- C) Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the Town of Cumberland may, at the option of the Town of Cumberland, be
  - i) rejected as being non-responsive, or
  - ii) set aside in favor of the Town of Cumberland's terms and conditions (with the consent of the bidder), or
  - iii) accepted, where the Town of Cumberland Finance Director determines that such acceptance best serves the interests of the Town of Cumberland.

Acceptance or rejection of alternate or counter-offers by the Town of Cumberland shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

- D) Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- E) Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- F) The Town of Cumberland Finance Director reserves the right to determine the responsibility of any bidder for a particular procurement.
- G) The Town of Cumberland Finance Director reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the Town of Cumberland will be served by so doing.
- H) The Town of Cumberland Finance Director reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- I) Preference may be given to bids on products raised or manufactured in the Town of Cumberland or State of Rhode Island, other things being equal.
- J) The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- K) The Town of Cumberland Finance Director reserves the right to act in the Town of Cumberland's best interests regarding awards caused by clerical errors by the Town of Cumberland Purchasing Office.

#### 12. SUSPENSION AND DEBARMENT

The Town of Cumberland Finance Director may suspend or debar any vendor or potential bidder, for good cause shown:

- A) A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- B) The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- C) A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the Town of Cumberland to a vendor or contractor then under a ruling of suspension or debarment by the Town of Cumberland shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the Town of Cumberland's Finance Director.

#### 13 PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the Town of Cumberland's Purchasing Office may be voluntarily made public by the Town of Cumberland absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

#### 14 PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Town of Cumberland's Finance Director reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

A) Any objections to specifications must be filed by a bidder, in writing, with the Town of Cumberland's Finance Director at least 96 hours before the time of bid opening to enable the Town of Cumberland's Purchasing Office to properly investigate the objections.

- B) All standards are minimum standards except as otherwise provided for in the Request or Contract.
- C) Samples must be submitted to the Town of Cumberland's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- D) All samples submitted are subject to test by any laboratory the Town of Cumberland's Finance Director may designate.

#### 15. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the Town of Cumberland. The Town of Cumberland reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the Town of Cumberland's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- A) Failure by the Town of Cumberland to discover latent defect(s) or concealed damage or nonconformance shall not foreclose the Town of Cumberland's right to subsequently reject the goods in question.
- B) Formal or informal acceptance by the Town of Cumberland of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- C) Where the contractor fails to promptly cure the defect or replace the goods, the Town of Cumberland reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- D) When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the Town of Cumberland within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the Town of Cumberland shall have the right to dispose of them as its own property.

#### 16. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the Town of Cumberland's benefit, in addition to any special requirements which may be imposed by the Town of Cumberland. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the Town of Cumberland may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

#### 17. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice. Payments will be released ONLY upon the completion of all certified payrolls incurred during the project and all required close out reports.

- A) Payment terms other than the foregoing may be rejected as being nonresponsive.
- B) No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- C) Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Town of Cumberland Finance Director. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the Town of Cumberland from taking such discount.
- D) Payments for used portion of inferior delivery or late delivery will be made by the Town of Cumberland on an adjusted price basis.
- E) Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Town of Cumberland Purchasing Office for approval.

#### 18. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

#### 19 CLAIMS

Any claim against a contractor may be deducted by the Town of Cumberland from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the Town of Cumberland the amount of such claim on demand. Submission of a voucher and payment, thereof, by the Town of Cumberland shall not preclude the Town of Cumberland's Finance Director from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

A) The Town of Cumberland's Finance Director may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the Town of Cumberland, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

#### 20. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Town of Cumberland reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- A) the offer is fully responsive to the terms and conditions of the Request, and
- B) the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- C) the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

#### 21. TAXES

The Town of Cumberland is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

#### 22. INSURANCE

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on Town of Cumberland premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- A) Comprehensive General Liability Insurance
  - Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.
  - i) Independent Contractors:
  - ii) Contractual including construction hold harmless and other types of contracts or agreements in effect for insured operations;
  - iii) Products and Completed Operations;
  - iv) Personal Injury (with employee exclusion deleted)
- B) Automobile Liability Insurance

Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/ Property Damage, \$500,000 per accident including non-owned and/or hired vehicle coverage.

C) Workers' Compensation Insurance

As required by the General Laws of Rhode Island.

#### D) Employers liability \$500,000

The Town of Cumberland shall be named as an additional insured on the vendor's Comprehensive General Liability Policy and Automobile Liability Policy.

The Town of Cumberland's Finance Director reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the Town of Cumberland as an additional insured, to the Town of Cumberland Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

#### 23. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

#### 24 PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 100% of an award may be required by the Town of Cumberland's Finance Director. Bonds must meet the following requirements:

- A) Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- B) Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- C) Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- D) The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- E) The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- F) Signatures of two witnesses for both the principal and the Surety must appear on the Bond.

G) A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

#### 25. SUSPENSION, DEFAULT AND TERMINATION

A) Suspension of a Contract by the Town of Cumberland

The Town of Cumberland reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The Town of Cumberland shall provide the contractor with written notice of the suspension order signed by the Finance Director or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the Town of Cumberland shall either:

- i. cancel the suspension order;
- ii. extend the suspension order for a specified time period not to exceed thirty (30) days; or
- iii. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the Town of Cumberland's Finance Director. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the Town of Cumberland's Finance Director within thirty (30) days after resuming work performance.

- B) Termination of a Contract by the Town of Cumberland
  - i. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the Town of Cumberland, the Town of Cumberland may terminate the contract, in whole or in part, the termination of all outstanding contracts or subcontracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The Town of Cumberland shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as

specified, the Town of Cumberland's Finance Director reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the Town of Cumberland may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the Town of Cumberland as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the Town of Cumberland for the excess costs, but shall have no claim to the difference should the replacement cost be less.

#### ii. Termination Without Cause

The Town of Cumberland may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the Town of Cumberland an accounting of the work performed up to the date of termination. The Town of Cumberland may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

#### iii. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the Town of Cumberland in the manner and to the extent directed by the Town of Cumberland:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the Town of Cumberland.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the Town of Cumberland for damages sustained because of any breach by the contractor. In such

event, the Town of Cumberland may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the Town of Cumberland from the contractor has been determined by the Town of Cumberland Finance Director. The Town of Cumberland may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The Town of Cumberland may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the Town of Cumberland or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the Town of Cumberland Finance Director or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

#### 26. INDEMNITY

The contractor guarantees:

- A) To save the Town of Cumberland, its agents and employees, harmless from any liability imposed upon the Town of Cumberland arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- B) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town of Cumberland and of the State of Rhode Island.
- 27. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has FORCE MAJEURE

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

### **APPENDIX C**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, PRIMARY COVERED TRANSACTIONS

### Certification Regarding Debarment and Suspension

# U.S. Department of Housing and Urban Development

# Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

# Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (B)

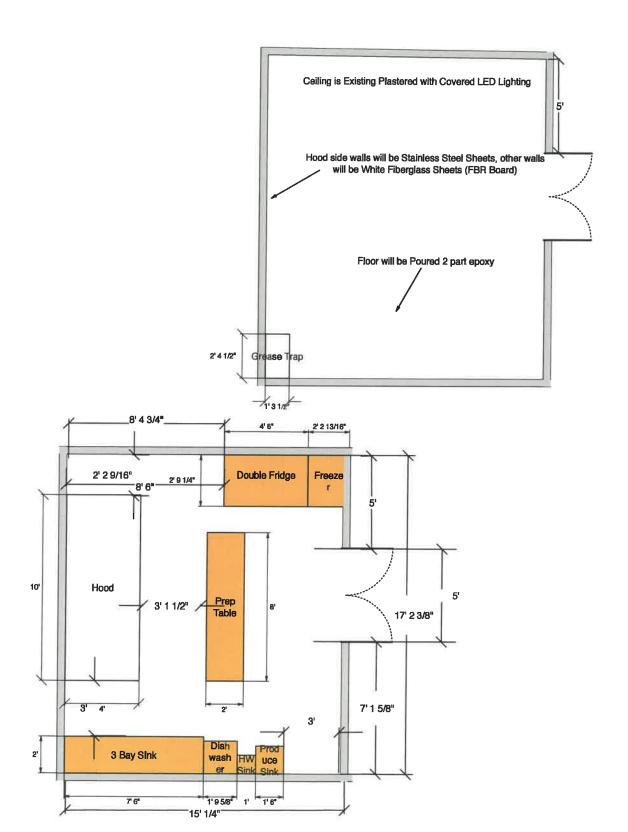
- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date	
Signature of Authorized Certifying Official	Title	

# APPENDIX D

#### KITCHEN LAYOUT DIAGRAM





#### ADVERTISEMENT FOR BIDS TOWN OF CUMBERLAND, RHODE ISLAND BID # 2020-0416-10

#### Kitchen Equipment for the Cumberland Senior Center

The Town of Cumberland will accept sealed bids for "Kitchen Equipment for the Cumberland Senior Center" at the office of the Finance Director, Town Hall, 45 Broad Street, Cumberland, Rhode Island, 02864, no later than **3:00 pm on Thursday, April 16, 2020**, at which time bids will be opened and read aloud publicly in the Town Council Chambers.

Reference is made to the formal Invitation to Bid for other bidding information and requirements. The Invitation to Bid may be obtained at the Town of Cumberland Finance Department Town Hall, Cumberland, Rhode Island during normal working hours. The Invitation to Bid will also be posted on the Town website at www.cumberlandri.org, and the RI State Purchasing website.

Questions regarding this bid shall be directed to Glenn Modica, at  $401-728-2400 \times 146$ .

Raymond A Chauvin Finance Director



# **BID SHEET**

# Town of Cumberland

# RFP: Kitchen Equipment for the Cumberland Senior Center BID OPEN DATE 4/16/2020 @ 3:00 PM RFP #2020-0416-10

Bidder Name & Address	Bid Amount	Notes
Sam Tell + Son Inc.	726,180.15	
300 Smith St.	100.10	
1 Mingdale 109		·
Supply Inc.	\$ 22,500	
300 Smith St. Farming Lale, NY  Katom Restourant Supply Inc. 305 Katom Dr. Kodak, TN	<b>3</b> )	
Bids Opened by:	(Letti	fied by:

Certified by:

# Town of Cumberland BID PROPOSAL

The Town of Cumberland Finance Department

TO:

45 Broad St. Cumberland, RI 02864 To Whom It May Concern: We, the undersigned, propose to furnish to the Town of Cumberland with the "Kitchen Equipment for the Cumberland Senior Center" per attached specifications dated March 16, 2020. luenty-two thousand five hundred dollars Price in words: Price in figures: Did you deviate from the specifications in any way: YES X NO ? (If yes, you must submit a detailed description of all deviations so that your product or service can be properly evaluated.) Specifications attached for exhaust had Did you receive an addendum: YES calendar days after receipt of order. The below authorized representative agrees to all General Terms and Conditions of Purchase included in Appendix B. H14/2000 Katon Rostannet Supery Date Company Name Address Address

Xo dak, TN 377-144

Please submit five (5) copies of the bid proposal page and any brochures.

### Appendix A

#### ANTI-KICKBACK ACKNOWLEDGMENT

#### ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town of Cumberland who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town of Cumberland who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

Title of RFP

ORIGINAL: OCTOBER 2018

REVISED: N/A

# Certification Regarding Debarment and Suspension

# U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

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- b. Have not within a three-year period preceding this proposal, 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
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#### Instructions for Certification (A)

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- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
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# Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (B)

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- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
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Applicant		Date
Katen Restaurant Suppur Inc	=	414/2020
Signature of Authorized Certifying Official	Ţitle	5 - 64 disentende from any server of the server control of the server of
Shopp Roman	Contract Estina	0, 0, 0, 0
, _ 0	Page 2 of 2	form <b>HUD-2992</b> (3/98)



04/15/2020

To:

**Town of Cumberland** 45 Broad Street Cumberland, RI 02864 401-728-2400 134 (Contact) Project:

**Cumberland Senior Center -**Kitchen Equipment-RFP # 2020-0416-10 1464 Diamond Hill Road Cumberland, RI 02864

From:

KaTom Restaurant Supply, Inc. **Ikeshia Ramsey** 305 KaTom Drive Kodak, TN 37764-1480 (865) 225-1545 127 (Contact) iramsey@katom.com **Bids Specialist** 

Project Code: 33471 **Job Reference Number:** 33476 Description Sell **Sell Total** Item Qty 1 ea REACH-IN REFRIGERATOR \$1,699.00 \$1,699.00 1 Centaur Model No. CSD-2DR-BAL Centaur Plus™ Reach-In Refrigerator, two-section, 54"W x 32-7/10"D, 49.0 cu. ft., self-contained bottom mount refrigeration, 34° to 38°F temperature range, solid state thermostat with digital display, (6) epoxy coated shelves, (2) self-closing solid hinged doors with full length handles, slide out condenser, white aluminum interior with stainless steel floor & plastic door liner, rear aluminum exterior, stainless steel front & sides, casters, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 4.5 amps, cord, NEMA 5-15P, cULus, UL EPH Classified **ITEM TOTAL:** \$1,699.00 <u>2</u> 1 ea REACH-IN FREEZER \$1,475.00 \$1,475.00 Centaur Model No. CSD-1DF-BAL Centaur Plus™ Reach-In Freezer, one-section, 27"W x 32-7/10"D x 82-7/10"H, 23.0 cu. ft., self-contained bottom mount refrigeration, 0° to



4°F temperature range, solid state thermostat with digital display, (3) epoxy coated shelves, (1) self-closing door with full length handle (field reversible), EZ slide out condenser, white aluminum interior & door liner, rear aluminum exterior, stainless steel front, sides & top, casters, R404A, 5/8 HP, 115v/60-1-ph, 11 amps, cord, NEMA 5-15P, UL **EPH CLASSIFEID, cULus** 

1 ea 2 year parts & labor warranty & 5 year on compressor

**ITEM TOTAL:** \$1,475.00 1 ea INDUCTION RANGE, COUNTERTOP \$109.00 \$109.00 <u>3</u>

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Description

Sell

Sell Total



Winco Model No. EIC-400E Commercial Induction Cooker, electric, ceramic glass surface, easy-

touch control pad, up to 180 minute timer, plastic/stainless steel, 120v/60/1-ph, 1.8 kW, 15 amp, NEMA 1-15P, ETL, NSF (Qty Break = 4

each)

1 ea One year parts & labor warranty, standard

**ITEM TOTAL:** 

\$109.00

4

1 ea ONE (1) COMPARTMENT SINK

\$315.00

\$315.00



John Boos Model No. B1S8-18-14-X

Budget Sink, 1-compartment, 21"W x 21-1/2"D x 41"H overall size, (1) 18"W x 18" front-to-back x 14" deep compartment, 8"H boxed backsplash with 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" drain opening, 18/430 stainless steel, galvanized steel legs, plastic bullet feet (Available in Effingham)

- 1 ea PBF-8-SLF-X Heavy Duty Faucet, splash mount, 8" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) (Available in Effingham and Nevada)
- 1 pr PB-WR-X ADA Wrist Blades, stainless steel, (1 pair), use with heavy duty faucets ONLY (Available in Effingham and Nevada)
- 1 kt PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows

**ITEM TOTAL:** 

\$315.00

<u>5</u>

1 ea THREE (3) COMPARTMENT SINK

\$746.00

\$746.00



John Boos Model No. E3S8-18-12T18-X
E-Series Sink, 3-compartment, 90"W x 23-1/2"D x 43-3/4"H overall size, (3) 18"W x 18" front-to-back x 12" deep compartments, (2) 18" left & right drainboards, 9-3/4"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" diameter die-stamped drain openings, 18/300 stainless steel, galvanized legs & gussets, adjustable plastic bullet feet, NSF, CSA-Sanitation

- 1 ea PBF-14-SLF-X Heavy Duty Faucet, splash mount, 14" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) (Available in Effingham and Nevada)
- 1 pr PB-WR-X ADA Wrist Blades, stainless steel, (1 pair), use with heavy duty faucets ONLY (Available in Effingham and Nevada)
- 1 kt PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows

**ITEM TOTAL:** 

\$746.00

<u>6</u>

1 ea PRE-RINSE FAUCET ASSEMBLY, WITH ADD ON FAUCET

\$244.00

\$244.00

1 ea 1 year warranty, standard

1 kt BK-SMMK-90 Splash Mount Faucet Mounting Kit, (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers & (2) male & female short 90° elbows, new design, easy installation

**ITEM TOTAL:** 

\$172.00

\$244.00

\$172.00

1 ea HAND SINK 7

> John Boos Model No. PBHS-W-1410-P-SSLR-X Pro-Bowl Hand Sink, wall mount, 14"W x 10" front-to-back x 5" deep bowl, splash mount faucet holes with 4" centers, 1-7/8" drain opening

with basket drain, with left & right side splashes, includes mounting bracket, all stainless steel construction, NSF, CSA-Sanitation (splash mount faucet included) (Available in Effingham and Nevada)

1 ea Standard flyer accessories only, NO modifications to flyer items allowed or their accessories

1 kt PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows

**ITEM TOTAL:** 

\$172.00

1 ea MICROWAVE OVEN <u>8</u>

\$204.00 \$204.00

Amana® Commercial Microwave Oven, 0.8 cu. ft. capacity, 1000 watts, low volume, single stage cooking, (1) power level, lighted control dial, 6-minute max cooking time, interlock safety switch, audible end of cycle signal, side hinged door with tempered glass, LED lighted interior, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1500 watts (total), cord, NEMA 5-15P, cETLus, ETL-Sanitation

1 ea 3-year limited warranty (1 year full)

ACP Model No. RMS10DSA

**ITEM TOTAL:** 

\$204.00

1 ea WORK TABLE, 96", STAINLESS STEEL TOP 10

\$450.00

\$450.00



John Boos Model No. FBLS9630-X Budget Work Table, 96"W x 30"D, 18/430 stainless steel top, 1-1/2" Stallion Safety Edge both faces, straight turn down on sides, adjustable stainless steel undershelf, stainless steel legs & adjustable 1" plastic bullet feet, NSF, CSA-Sanitation, KD (FLYER NET PRICING)

**ITEM TOTAL:** 

\$450.00

1 ea WORK TABLE, 30", STAINLESS STEEL TOP 11

\$212.00

\$212.00



John Boos Model No. FBLS3024-X Budget Work Table, 30"W x 24"D, 18/430 stainless steel top, 1-1/2" Stallion Safety Edge both faces, straight turn down on sides, adjustable stainless steel undershelf, stainless steel legs & adjustable 1" plastic bullet feet, NSF, CSA-Sanitation, KD (FLYER NET PRICING)

**ITEM TOTAL:** 

\$212.00

**Cumberland Senior Center - Kitchen** Equipment-RFP # 2020-0416-10

Town of Cumberland

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Initial:

**Item** Qty Description Sell Sell Total 1 ea RANGE, 36", 6 OPEN BURNERS <u>12</u> \$1,520.00 \$1,520.00 Garland/US Range Model No. X36-6R Sunfire® Restaurant Range, gas, 36", (6) 30,000 BTU open burners, cast iron top & ring grates, standard oven, (1) oven rack, 2 position rack guides, stainless steel front, sides, plate rail, backguard, & high shelf, 6" steel core legs, 213,000 BTU, NSF, CSA 1 ea One year limited parts and labor warranty, covers products purchased and installed in the USA only, standard 1 ea Gas type to be specified 1 ea Stainless steel backguard with shelf, standard 1 ea 6" steel core legs with adjustable feet, standard **ITEM TOTAL:** \$1,520.00 13 1 ea EXHAUST HOOD \$10,250.00 \$10,250.00 Accurex Model No. XBEW-T-120.00-S Exhaust Only Wall Canopy Hood w/ ASP 1 ea XRUB-161-15 upblast exhaust fan 1 ea GRIP-26-G28 Roof Curb 1 ea XKSFB-110-H15-01 Untempered Supply Fan 1 ea TAP-GPIP ROOF CURB 1 ea FSSC-11-1 FIRE SUPPRESSION SYSTEM 1 ea XFCC-1 Constant Volume Fan Control Center **ITEM TOTAL:** \$10,250.00 1 ea GAS FLOOR FRYER 14 \$520.00 \$520.00 eQuipped Model No. CGF-3 Fryer, natural gas, 40 lbs. capacity, stainless steel tank, thermostatically controlled between 200°-400°F, safety hi-limit switch, (2) chrome-plated baskets with insulated handles, double rod stainless steel basket hanger, built in flue deflector, 1/4" ball type full port drain, 3/4" NPT male gas connection in rear, stainless steel front, galvanized sides & back, 6" adjustable feet, 90,000 BTU, cULus, UL EPH 1 ea Centaur 1 year parts & labor warranty 1 ea Centaur Gas type to be determined **ITEM TOTAL:** \$520.00 1 ea CONVEYOR TOASTER *15* \$365.00 \$365.00 Nemco Food Equipment Model No. 6800 Conveyor Toaster, electric, 2-slice, 300 pieces/hour capacity, 4position rotary switch, removable crumb tray, 2-1/2" adjustable legs, bronze conveyor, stainless steel construction, black textured powdercoat top, 120v, 1660 watts, 13.8 amps, cETLus, NSF ITEM TOTAL: \$365.00 1 ea MOBILE HEATED CABINET \$2,235.00 \$2,235.00 <u> 16</u> Metro Model No. C539-HDS-U (QUICK SHIP MODEL) C5™ 3 Series Heated Holding Cabinet, with Red Insulation Armour™, mobile, full height, insulated, Dutch insulated aluminum doors, removable bottom mount control module,

thermostat to 200°F, universal wire slides on 3" centers, adjustable on

Cumberland Senior Center - Kitchen Equipment-RFP # 2020-0416-10

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Qty Description Sell Sell Total Item 1-1/2" increments (17) 18" x 26" or (32) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF 1 ea 1 year warranty against manufacturing defects **ITEM TOTAL:** \$2,235.00 7 ea SOLID SHELVING 19 \$212.00 \$1,484.00 Metro Model No. 2448FS Super Erecta® Shelf, solid, 48"W x 24"D, stainless steel, flat, raised "ship's edge" on all (4) sides, aluminum castings lock corners to posts, NSF 4 ea 86UPS Super Erecta® Post, 85-7/8"H, for use with stem casters, type 304 stainless steel 2 ea 5MPGSA Super Erecta® Cart-Washable Stem Caster, swivel, 5" dia., 1-1/2"W face, 300 lb. capacity, corrosion resistant, flat polyurethane wheel tread, stainless steel bearings, includes bumper 2 ea 5MPBGSA Super Erecta® Cart-Washable Stem Caster, swivel (with foot operated brake), 5" dia., 1-1/2"W face, 300 lb. capacity, corrosion resistant, flat polyurethane wheel tread, stainless steel bearings, includes bumper ITEM TOTAL: \$1,484.00 1 ea FREIGHT PROGRAM \$500.00 \$500.00 <u> 20</u> Shipping Model No. SHIPPING / DELIVERY **Standard Ground Delivery Via Common Freight Carrier ITEM TOTAL:** \$500.00 \$22,500.00 **Total** \*\*Buyer is responsible to read and verify all information \*\* This quotation is based on our understanding of the information furnished to us by the Manufacturer(s). While we make every effort to ensure that the quote is correct, we are not responsible for this quotation meeting your requirements based on incorrect or incomplete information. Please check our quotation carefully. Anything not listed will not be furnished Acceptance: Date:

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Printed Name:

Project Grand Total: \$22,500.00



KATOM RESTAURANT SUPPLY INC 305 KATOM DR

**KODAK TN 37764** Phone: 8652251582 Fax: 8008219130

Accurex is pleased to offer for your consideration the following proposal:

KH - 1

Exhaust Only Wall Canopy Hood

Model: Quantity: XBEW-T-120.00-S

Dimensions:

Exhaust (CFM): MUA (CFM):

Hood: Supply Plenum (Front):

120" L x 48" W x 24"/18" H (B/F) 120" Lx 14"Wx 10"H

Collar(s):

Exhaust:

(1) 14" W x 20" L

MUA:

(2) 10" W x 16" L

Configuration:

Performance Enhancing Lip (P.E.L.) for up to 31% Lower Exhaust Rates Sloped Grease Trough with Enclosed Grease Cup per NFPA 96 Requirements Tapered Hood Dimension Back/Front Height Material - 430 SS 100% Construction UL 710 Listed w/out Exhaust Fire Damper Filter - Baffle - Stainless Steel Lights - Globe Light Fixtures (bulbs not included) (3) Factory Mounted Exhaust Collar(s) Factory Mounted Supply Collar(s)

Accessories:

Air Supply Plenum (ASP) on Front Stainless Steel Backsplash Panel 74" High 120" Long Wall Mounted Utility / Fire Cabinet

Mark: Item: KEF - 1

Factory Mounted 3" Back Airspace

Upblast Exhaust Fan

Model:

XRUB-161-15

Quantity:

#### Performance:

Volume (CFM): 3,021 SP (in. wg): 0.75 FRPM (RPM): 1300 Motor Power(hp): 1 1/2 Operating Power (hp): 0.92 Voltage: 208 Phase: Hertz: 60 Cycle

Configuration:

Belt Drive Fan

Motor - 1 1/2 hp, ODP, 208/60/1, 1725 rpm - Factory Mounted

Drive - 1300 RPM - Factory Mounted

UL/cUL 762 Listed - "Power Ventilators for Rest, Exh. Appliances"

Switch, NEMA-1, Toggle, Shipped with Unit

Junction Box Mounted & Wired Hinged Base (Attached) Grease Trap (PN 475538) Heat Baffle (Attached)

Bearings with Grease Fittings, L10 life of 100,000 hrs (L50 avg. life 500,000 hrs)

Unit Warranty: 1 Yr (Standard)

Accessories:

High Temp Curb Seal Rated for Continuous Duty at 2000 F (Attached)

Mark: Item:

KEF - 1, Roof Curb

Roof Curb

Model:

GPIP-26-G28

Quantity:

Dimension:

Quantity Width Length Height KEF - 1, Roof Curb 26 26 28

Configuration:

Pitched Roof, Welded with Insulation Material - Galvanized Nominal Curb Size

Mark: MAU-1 Model: XKSFB-110-H15-01

Item: Untempered Supply Fan Quantity:

Performance:

Volume (CFM): 2.900 SP (in.wg): 0.5 FRPM (RPM): 1101 Motor Power(hp): 1-1/2 Operating Motor Power (hp): 1.332 Voltage/Hertz/Phase: 115/60/1

Configuration:

Air Flow Arrangement: Outdoor Air Only Weatherhood: Aluminum Mesh, 16x20x1 - (4) Damper: Inlet Outdoor Air Intake Position: End Discharge Position: Bottom Coating: Galvanized Insulation: None Access Side: Right-Hand Unit Warranty: 1 Yr (Standard)

Mark: MAU - 1, Roof Curb TAP-GPIP Model: Item: Roof Curb Quantity:

Dimension:

Tag Quantity Width Length Height MAU - 1, Roof Curb 30 16

Configuration:

Recessed Mounted Sound Curb Material - Galvanized Nominal Curb Size

FSSC-1 Mark: Model: FSSC - 11 - 1 Item: Fire Suppression System Quantity:

Performance:

Dimension: Hood System Size: 3 Gallon Mounting Location (Hood): Wall Mounted Utility Cabinet KH - 1 Mark:

Configuration:

All Required System Parts Included Wall Mounted Utility Cabinet Mount Pre-piped Hood with Detection Appliance Specific Coverage Factory Coordinated Install Metal Blow Off Caps Alarm Initiating Switch Permits and Puff (air) Test Included Protects hood(s): KH - 1 Section 1

Accessories:

Mechanical Shutoff Valve, 2", (Ansul) 1 Remote Pull Station(s)

Mark: CTRLS-1 XFCC-1 Model: Item: Constant Volume Fan Control Center Quantity:

Performance: Dimension:



Exhaust Fan(s): 1
Supply Fan(s): 1
Fan Switch(es): 1
Light Switch(es): 1
Thermal Switch(es): 0

Enclosure Size:
Mounting Location:
Mark:
User Interface Mounting:
Mark:

12" L x 20" H x 6" D

Wall Mount Utility Cabinet KH - 1 Wall Utility Cabinet on Left End KH - 1

Configuration:

UL Listed Material - 300 SS Enclosure Turn on Exhaust in Fire Mode Thermal Overloads in Cabinet

Temperature Interlock with digital display and remote temperature adjustment
Automatically starts fans when cooking occurs in compliance with IMC codes
Temperature Interlock Sensors Installed (1)
Power For Shunt Trip