

## **REQUEST FOR PROPOSAL**

The Congregation Beth Solomon DBA CBS K kosher Food Program (hereinafter referred to as “CBS”) is a Pennsylvania recognized non-profit organization servicing recipients in local Schools, Daycares, After School Programs, Adult Day Care Centers, Emergency Shelters, and Summer Camps located across Pennsylvania and Delaware. CBS provides meals to thousands of children & seniors every day throughout the year.

### **Summary**

**Kosher Kitchen Rental**  
beginning August 2022

The purpose of this request for proposal is to acquire a rental full size industrial kosher compliant kitchen for these programs. The kosher kitchen will be needed full time beginning August 2022.

CBS protocol is to procure the rental kitchen in a compliant manner referring to the Code of Federal Regulations (CFR) as well as additional regulations required by the Commonwealth of Pennsylvania. CBS follows these procurement regulations which provides CBS with a convenient, compliant, cost-effective source for products and services it requires.

### **Please provide the following initial information:**

- **Location & Property Sketch**
- **Monthly Rental Charges & Utility Fees**
- **Lease & Payment Terms**
- **List of equipment with approximate ages**
- **Copy of health inspections from the last two years**

### **Submission Deadline**

**July 7th, 2022 | 5:00 pm**  
Results announced July 21<sup>st</sup> 2022

Proposals received after the deadline will not be considered.

Proposals may be submitted via email:

**Sushil Sansal | Executive Director**  
[ssansal@cbsfoodprogram.com](mailto:ssansal@cbsfoodprogram.com)

### Evaluation

The CBS Procurement Subcommittee will review each submission and will work to inform all vendors of the result by: July 15, 2022.

### Award Criteria

The contract will be awarded to the responsible party whose proposal is most advantageous to the program as measured by the evaluation metrics.

CBS selects the most responsive and responsible vendor to provide required materials and services and promotes competition to obtain fair and reasonable prices.

### Term

The period of performance of this contract is beginning at fixed rate for three (3) years from 08/01/2022 to 07/31/2025, with an option to renew for one (1) two-year period, unless otherwise earlier terminated pursuant to the sections below. An increase in the rental charges will be evaluated and considered six months prior to the renewal.

### Evaluation Method and Criteria

The following criteria will be evaluated:

- Rental Fee **(20 pts)**
- Lease Term **(20 pts)**
- Size of space (minimum 2,000 sq feet) **(15 pts)**
- Equipment as described below **(15 pts)**
- Location proximity as described below **(10 pts)**
- Loading Dock at ground height (40”–50”) to accommodate a Straight/Box Truck **(10pts)**
- Health Inspection Results **(10 pts)**

### Equipment

- Dairy 3-part sink
- Meat 3-part sink
- Walk-in-refrigerator with minimum storage space of 36 cubic feet
- 2 stovetops with ovens for dairy - 12 Burners total. Minimum 30,000 BTU's
- 2 stovetops with ovens for meat – 12 Burners Total. Minimum 30,000 BTU's
- Convection oven for meat with a minimum of 4 doors. Minimum of 12,000 cubic inches and 50,000 BTU's
- Walk-in freezer with a minimum storage space of 64 cubic feet
- 4-6 stainless steel worktables. Minimum of 12 sq/ ft per table.
- Climate controlled packaging area. Minimum of 250 sq/ft.

Note: The property owner/landlord will be responsible for the repairs and maintenance of the equipment. The property owner/landlord will be responsible to provide the replacement in the event of equipment failure.

CBS warehouse and administrative offices are in Huntingdon Valley, Pennsylvania adjoining the Somerton section of far northeast Philadelphia. An ideal place would be within a ten miles radius.

The rental unit will be occupied on a full-time basis. There are 5 employees that will need to have keys to access the building. There are anywhere from 15 to 30 employees going to occupy the premises.

### **Requested Information & Due Diligence**

We are requesting interested parties to provide the following information:

- Location
- Monthly Rental Charges & Utility Fees
- Lease & Payment Terms
- Property's sketch.
- List of equipment with approximate ages
- Copy of health inspections from the last two years

CBS Executive Director, Commissary Supervisor, and Director of Operations will have a walkthrough to look at the property after the proposal evaluation and before awarding the contract. A walk through should take place during regular business hours.

### **Standards of Conduct**

CBS represents that its employees, officers, and agents will adhere to the procurement standards listed in the United States Code of Federal Regulations located at 2 CFR 200.318(c), (1) with regard to conflicts of interest.

### **Insurance Coverage Required**

The awarded person / entity will maintain all necessary insurance, including but not limited to the following types for the following amounts, for the entire term of the contract.

- Hazard and Fire Insurance for the Physical Property – Equivalent to dwelling value.
- Sewer Backup Insurance – Equivalent to replacement cost.
- Flood Insurance for the Physical Property (if applicable) – Equivalent to dwelling value.
- General Liability Insurance

### **Termination**

Either party may terminate the contract for convenience by providing a written notice within sixty (60) days of the proposed Termination Date.

CBS shall have the right to terminate the contract with the contracted person / entity in whole or in part upon the occurrence of a whole or partial default in performing its obligations under this contract after thirty (30) days' written notice specifying the nature of the default, if the contracted person / entity fails to cure the default within thirty (30) additional days, at which time the contract shall immediately terminate.

If CBS exercises its termination rights, the contracted person / entity shall continue to perform its obligations hereunder diligently following the notice and shall continue to receive payments for services during this period during the ongoing efforts to cure the default.

**Non- Disclosure of Confidential Information**

During the performance of the contract certain technical and cost information will be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and will be deemed proprietary and confidential unless otherwise indicated below ("Confidential Information"). The Receiving Party will use not less than the same efforts to prevent the disclosure of Confidential Information received hereunder as it used to protect its own Confidential Information, in no event, however, will less than a reasonable degree of care be used. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the contract. Confidential Information shall not include information that is:

- (a) Known to the Receiving Party prior to receipt of such information from the Disclosing Party.
- (b) independently developed by the Receiving Party without the benefit or use of the confidential information furnished by the Disclosing Party.
- (c) Obtained from a third party who to the knowledge of the Receiving Party, received the Confidential Information without any restriction on its further disclosure.
- (d) Publicly known through no breach of this agreement.
- (e) Disclosed by the Disclosing Party to a third party without restriction; or
- (f) Obligated to be disclosed pursuant to applicable law, regulation, or legal process, provided that the Receiving Party shall give the Disclosing Party advance notice and will

provide reasonable assistance at the Disclosing Party's expense in contesting such legal process if requested by the Disclosing Party.

This non-disclosure of confidential information provision shall survive termination of the contract for a period of three (3) years.

### **Force Majeure**

Neither party will be liable for any breach or failure to perform under this agreement or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of Federal, State or local government, either in its sovereign, or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather or any other cause or condition beyond such party's reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this agreement immediately upon the cessation of such cause(s).

### **Indemnification & Hold Harmless**

To the fullest extent permitted by law, the awarded entity shall indemnify and hold harmless CBS, its participating members, its and their respective successor, assigns, employees and agents from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the awarded entity's performance of the contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the awarded entity, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by CBS.

The awarded entity further agrees to indemnify, defend and hold harmless CBS, its participating members, its and their respective successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and; liabilities, including reasonable attorney's fees, arising out of (1) the negligent acts or willful misconduct of the awarded entity and/or its officers, directors, employees, agents, or subcontractors; (2) any breach of the terms of the Contract by the awarded entity; (3) any violation of applicable local, state and/or Federal law, regulation, ordinance or requirement; or (4) any breach of any representation or warranty by the awarded entity under the Contract. The awarded entity agrees to notify CBS by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which CBS may be entitled to indemnification under this Contract.

The awarded entity further agrees to indemnify, save, and hold CBS, its participating members, and their respective successor, assigns, employees, and agents harmless from and against all

claims brought by the agents, workers, servants, or employees of the awarded entity for any alleged negligence or condition caused or created, in whole or in part, by CBS.

The awarded entity further represents and warrants that it is in compliance in all material respects with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act, and is not engaged in any unfair labor practice. The awarded entity shall be solely responsible, at the awarded entity's sole cost and expense, for compliance with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act. The awarded entity further agrees to indemnify, save and hold CBS, its and their respective successor, assigns, employees and agents harmless from and against any and all claims brought by the agents, workers, servants, employees, or independent contractors of the awarded entity for any violation or alleged violation of laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Affordable Care Act, and unfair labor practices.

The indemnification obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the awarded entity or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Nothing in this agreement shall be construed to expand the liability of CBS, its participating members, its and their respective successors, assigns, employees and agents, either in tort, contract, or otherwise, beyond the limits of liability imposed by the "Political Subdivisions Tort Claim Act" if they were alone liable, see Act of Oct 5, 2980, Pub, L, No 1980-142, sec 221(i), ch. 85, subchs, A&C, 1980 pg. laws 739-5, (codified as amended 42 pg. Cons. Stat. 8501-8564 (west). Nor shall this agreement be construed to waive or reduce the immunities from civil liability granted by or enlarge the limitations on immunity imposed by said Act. This provision shall take precedence over any conflicting provision within this agreement. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the district, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act. Service Provider's indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the contract and shall survive the expiration or earlier termination of the Contract.

**Civil Rights Act 1964**

The awarded entity/ Property Owner shall comply with the Civil Rights Act of 1964 as amended. The awarded entity /Property Owner shall comply with applicable Federal, State, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the entity/Property Owner's performance of work under this contract, the awarded entity/Property Owner agrees to not discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. The awarded entity/Property Owner shall also comply with other Civil Rights laws as amended including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

**Miscellaneous Federal**

**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION** For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following: The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment." The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that: No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

B. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of food products or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Debarment and Suspension (Executive Orders 12549 and 12689)—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., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting a bid, the vendor attests that they are not debarred, suspended, or otherwise excluded from participating in Federal awards.