



**Request for Proposal  
For  
*GMS Conveyor Type Dish Machine***

**Request for Proposals Issued: February 10, 2025  
Deadline for Proposal Submittal: March 10, 2025**

**Ball-Chatham CUSD #5  
District Office  
1475 Plummer Blvd  
Chatham IL 62629**

**For inquiries please contact:  
Chad Martel  
Director of Director of Food Service  
1475 Plummer Blvd  
Chatham IL 62629  
217-483-2416**

**E-mail: [cmartel@bcasd5.org](mailto:cmartel@bcasd5.org)**

# **REQUEST FOR PROPOSAL RFP**

## ***GMS CONVEYOR TYPE DISH MACHINE***

Sealed proposals plainly marked with “GMS CONVEYOR TYPE DISH MACHINE” ON THE OUTSIDE OF THE MAILING ENVELOP AND ON THE SEALED PROPOSAL ENVELOPE, delivered to Ball-Chatham CUSD #5, 1475 Plummer Blvd, Chatham, IL 62629 will be accepted until the date and time identified on page 3 of this RFP.

The Ball-Chatham CUSD #5 is interested in receiving proposals from service providers for a conveyor type dish machine at Glenwood Middle School (GMS) at Ball Chatham CUSD# 5. It is the desire of the district to procure a vendor, or vendors, for a one time purchase of a conveyor type dish machine for GMS.

Pricing provided through this RFP shall be locked for the duration of the purchase timeline. There shall be no unit price increases, added fees, costs or increases of any kind without the advanced, written permission by the District.

Any proposal received after the stated date and time may not be considered.

A signature by an officer or employee having legal authority to bind the Proposer must be sign all proposals.

Sub-contracting of any portion of this agreement without the expressed written consent of the District is prohibited.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days to provide the district with the services specified in this RFP.

The District reserves the right, prior to the Board of Education’s acceptance, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to award this contract in whole to one vendor or by category to multiple vendors.

The Ball-Chatham Board of Education reserves the right to reject any or all proposals, to waive any technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Ball-Chatham School CUSD #5 (District).

# REQUEST FOR PROPOSAL RFP

## *GMS CONVEYOR TYPE DISH MACHINE*

### 1. Introduction:

The Ball-Chatham School District, herein referred to as the District, is seeking proposals for a conveyor type dish machine at Glenwood Middle School (GMS) at Ball Chatham CUSD# 5.

The objective of the RFP is to make an award to a qualified vendor, or vendors, who deliver the best overall value to the District while meeting or exceeding the specifications and requirement of this RFP. The district shall consider this RFP as having two (2) separate categories. Categories are as follows:

1. **Equipment Cost**
2. **Delivery Cost**

### TENTATIVE SCHEDULE OF EVENTS

To the extent possible, the following tentative schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the District reserves the right to modify the dates below as necessary.

RFP PUBLISHED/POSTED TO WEBSITE	February 10, 2025
DEADLINE TO SUBMIT QUESTIONS OR INQUIRIES	February 27, 2025 @ 10:00 AM
PROPOSAL SUBMISSION DEADLINE AND BID OPENING	March 10, 2025 @ 10:00 AM
REVIEW OF PROPOSALS	March 11, 2025
COMMITTEE RECOMMENDATION TO BOE	March 19, 2025
CONTRACT AWARD	March 20, 2025

# REQUEST FOR PROPOSAL RFP

## GMS CONVEYOR TYPE DISH MACHINE

### 2. Scope of Work:

#### Conveyor Type Dish Machine Specifications OR Comparable Product

1. Champion Model No. 44 PRO Pro Series, 44"W rack conveyor dishwasher, Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash pump, single point machine & booster connection, vent fan control,

stainless steel rear manifolds, includes: (1) 20" x 20" peg rack & (1) 20" x 20" flat rack, NSF Pot & Pan mode, cULus, ENERGY STAR®, Made in USA

2. 1 year parts & labor warranty
3. Factory authorized performance test
4. Direction of operation: Right to Left
5. 208v/60/3-ph
6. Electric tank heat
7. WATER PRV Water pressure regulating valve
8. 20" High hood vertical clearance for sheet pans
9. Splash shield set
10. Table limit switch, whisker style, includes: 12 ft. pre-wired cord standard
11. Stainless steel vent cowl with 7" stack & locking damper (set)
12. Water treatment device (OPTIONAL)
13. Delivery to Glenwood Middle School

### INSTRUCTIONS TO PROPOSERS

#### 1. DEFINITIONS OF KEY WORDS:

**District** – Ball-Chatham Community Unit School District #5 Chatham IL 62629

**Proposer** – Any individual, partnership or corporation that submits a proposal in response to this solicitation.

**May** – Indicates something that is not required but permissible

**Shall, Will or Must** – Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement may at the District's sole discretion result in rejection of a proposal as non-responsive

**Should** – Indicates something that is recommended but not mandatory.

# **REQUEST FOR PROPOSAL RFP**

## ***GMS CONVEYOR TYPE DISH MACHINE***

### **2. PRE-PROPOSAL CONFERENCE:**

The pre-proposal conference date and time is listed in the Tentative Schedule of Events and will be held in the same location as the bid opening. Attendance is not mandatory. However, there will be no written minutes taken or provided of this meeting. If a Proposer is unable to attend the meeting, questions must be submitted in writing at least three (3) days prior to the date the RFP submission is due. The purpose of the meeting is to clarify the contents of this RFP in order to prevent any misunderstanding as to the requirements for this request. Any apparent omission, discrepancies or errors within the RFP should be presented to the District at this meeting. The district will then determine the appropriate action necessary and may issue an amendment, at the discretion of the District. Oral statements or instructions will not constitute an amendment to this RFP.

### **3. INQUIRIES:**

Any inquiry should be directed via email, to the Director of Food Service, Mr. Chad Martel whose contact information may be found above. A Proposer shall not contact, nor ask questions of, anyone other than as directed by the RFP. Any correspondence related to this RFP should refer to the appropriate RFP number found on the first page of this document and identify on the outside that it contains questions regarding the RFP. Otherwise, it may not be opened until after the proposal date. Oral interpretations will not be provided.

### **4. SCOPE OF WORK:**

All Proposers should familiarize themselves with the scope of work for this proposal. The Proposer shall be responsible for fully understanding the requirements and satisfy itself as to the expanse and difficulties accompanying the fulfillment of the contract requirements. The submission of the proposal will constitute a representation of compliance by the Proposer. There will be no subsequent financial adjustment due to lack of such familiarization.

### **5. PREPERATION OF PROPOSAL:**

- A. All proposals shall be submitted on the forms and in the manner prescribed by this document. Facsimiles will not be accepted.
- B. At a minimum, your proposal should include the signed offer and acceptance form, signed copies of solicitation amendments, completed pricing page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s) or cover letter accompanying the proposal shall constitute an irrevocable offer to sell the goods and/or service specified herein. Proposer shall submit any additional requested documentation, signifying intent to be bound by

# **REQUEST FOR PROPOSAL RFP**

## ***GMS CONVEYOR TYPE DISH MACHINE***

the terms of the agreement.

- D. Periods of time stated as a number of days shall mean calendar days.
  
- E. It is the responsibility of the Proposer to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdraw after the due date and time.
- F. The District shall not reimburse any Proposer for the cost associated with the preparation or submission of any RFP documentation.
- G. No sub-contracting of any service is allowed without the express, written permission of the District.

### **6. TAXES:**

The District is a tax-exempt municipality.

### **7. PUBLIC RECORD:**

All proposals submitted become the property of the District and shall become a matter of public record available to review subsequent to the award notification.

### **8. WHERE TO SUBMIT PROPOSALS**

In order to be considered, the Proposer must complete and submit its proposal to the District at the location identified on page 1 of this document, prior to the date and time indicated. The Proposer's proposal shall be submitted in a sealed envelope. The words, **"SEALED PROPOSAL"** with the REQUEST FOR PROPOSAL NUMBER, DUE DATE AND TIME along with the Proposer's NAME AND ADDRESS written on the envelope.

### **9. LATE PROPOSALS:**

Late proposals will not be accepted.

### **10. OFFER AND ACCEPTANCE PERIOD:**

In order to allow for an adequate review period, all proposals must be valid and irrevocable for a period of ninety (90) days from the proposal due date.

### **11. WITHDRAWAL OF PROPOSAL:**

At any time prior to the proposal due date and time, a Proposer may formally withdraw the proposal by written letter, facsimile or email from the Proposer or a designated representative. Telephone or oral requests will not be considered.

### **12. DISCUSSIONS:**

The District reserves the right to conduct discussion with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness

# REQUEST FOR PROPOSAL RFP

## GMS CONVEYOR TYPE DISH MACHINE

to, this RFP.

### 13. CONTRACT NEGOTIATIONS:

Exclusive or concurrent negotiations may be conducted with responsible Proposer(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Proposers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Proposers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Proposer. In the event the District deems that negotiations are not progressing, the District may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

### 14. AWARD OF CONTRACT:

Notwithstanding any other provision of the RFP, the District reserves the right to:

1. Waive any immaterial defect or informality; or
2. Reject any or all proposals, or portions thereof; or
3. Reissue the RFP

A response to this RFP is an offer to contract with the District based upon the terms, conditions and the Scope of Work contained in this RFP. Proposals do not become contracts unless, and until, they are executed by the District. A contract has its inception in the award, eliminating a formal signing of a separate contract. All terms and conditions of the contract are contained in this RFP, unless any of the terms and conditions are modified by an RFP amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

### STANDARD TERMS OF CONTRACT

1. **Criminal History Record Information Checks:** The contractor shall only provide staff that have successfully passed a finger-print based criminal history records information check (*background check*) that complies with Public Act 93-909 amended sections 10-21.9 and 34-18.5 of the Illinois School Code [105 ILCS5/10-21.9 and 105 ILCS 5/34-18.5]
2. **Americans with Disability Act:** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
3. **Assignment/Delegation:** The contractor without the prior written approval of the District may assign no right or interest in this contract. No delegation of any duty of

## **REQUEST FOR PROPOSAL RFP**

### ***GMS CONVEYOR TYPE DISH MACHINE***

the contract shall be made without the prior written approval of the District.

4. **Applicable Law:** The contract shall be governed, and the District and the vendor shall have all remedies afforded to each, under the law of the State of Illinois. State law claims shall be brought only in Sangamon County.
  
5. **Clean-up:** The contractor shall at all times keep the contract area, including storage areas used by the contractor, free from accumulation of waste material and rubbish and, prior to the completion of work, remove any rubbish from the premises. All waste generated from the project shall be removed by the contractor.
6. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the District for the purposes of assuring that no information contained in its records or obtained from the District shall be used by or disclosed by it, its agents, its officers or employees, except as required, to efficiently perform duties under the contract. Persons requesting such information should be referred to the District.
7. **Contract Amendments:** The District's Superintendent, Chief Financial Officer or their designee will have the sole authority to:
  - A. Amend the contract or enter into supplemental written agreements
  - B. Grant time extensions or contract renewals
  - C. Otherwise modify the scope or terms and provisions of the contract
8. **Failure to Perform:** The contractor shall be responsible to deliver conforming materials as identified in this contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of this contract. Noncompliance may be deemed cause for possible contract termination.
9. **Gratuities:** The District may, by written notice to the contractor, terminate this contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer, or employee of the District. In the event this contract is terminated pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the contractor the amount of the gratuity.
10. **Independent Contractor:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be an employee or agent of the other party for any purpose.
11. **Indemnification:** To the fullest extent permitted by law, Contactor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and all claim adjusting and handling expense, related to, and arising from or out of or services and/or products provided in the performance of this



## **REQUEST FOR PROPOSAL RFP**

### ***GMS CONVEYOR TYPE DISH MACHINE***

contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of contractor's and subcontractor's employees. It is agreed that the contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. The contractors agree to waive all rights of subrogation against the District, it's agents, representatives, officers,

directors, official's employees and volunteers for losses arising from the work performed by the contractor for the District.

12. **Licenses:** Contractor shall maintain in current status all Federal, State and local license and permits required for the operation of the business conducted by the contractor as applicable by this contract.
13. **Rights and Remedies:** No provision in this document or in the contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of a claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract, to exercise or delay the exercise of any right or remedy provided in the contract or by law, or to accept materials or services required by the contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
14. **Subcontracts:** No subcontracts shall be entered into by the contractor with any other party to furnish any of the materials/services specified herein without the advance written approval of the District.
15. **Termination of Contract:** This contract may be terminated at any time by mutual written consent, or by the District, with or without cause, upon giving 30 days' written notice. The District, at its convenience, by written notice may terminate this contract, in whole or in part. If this contract is terminated, the District shall be liable only for the payment under the payment provision of this contract for services rendered and accepted materials received by the District before the effective date of the termination.

The District reserves the right to terminate the whole or any part of this contract due to the failure of the contractor to carry out any term or condition of the contract. The District will issue a written ten (10) day notice of default to the contractor for acting or failing to act as specified in any of the following:

In the opinion of the District, the contractor provides personnel that do not meet the requirements of the District;

In the opinion of the District, the contractor fails to perform adequately the stipulations, conditions or services/specifications required by the contract;

In the opinion of the District, the contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The contractor fails to furnish the required service and/or product within the time stipulated by

# REQUEST FOR PROPOSAL RFP

## *GMS CONVEYOR TYPE DISH MACHINE*

the contract;

In the opinion of the District, the contractor fails to make progress in the performance of the requirement of the contract;

The contractor gives the District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

### SPECIAL TERMS AND CONDITIONS

#### 1. Insurance:

The contractor agrees to:

- A. Obtain or maintain insurance coverage of the type and any amount required by this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the District at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment of premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the District as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract. The insurance hereunder will be primary and that any insurance carried by the District will be excess and not contributing.
- C. Provide and maintain minimum limits as applicable:

<b>Commercial General Liability</b>	<b>Limits of Liability</b>
Policy shall include bodily injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each occurrence	\$ 1,000,000
General Aggregate (including per project)	\$ 2,000,000
Products and Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising injury	\$ 1,000,000
Blanket Contractual Liability	\$ 1,000,000

#### **Commercial Automobile Liability**

**REQUEST FOR PROPOSAL RFP**  
**GMS CONVEYOR TYPE DISH MACHINE**

Policy shall include Bodily injury and Property Damage for any owned, hired and/or non-owned vehicles used in the operations, installation and maintenance of facilities under this agreement	\$ 1,000,000
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<b>Workers' Compensation</b>	
Per Occurrence	
Employers' Liability	\$ 1,000,000

**Pricing**

*Prices listed must be all inclusive. No other costs may be added to the listed prices submitted in this proposal. All invoices must match the offered unit price for the duration of this contract.*

<b>ITEM</b>	<b>COST</b>
Conveyor Type Dish Machine for Glenwood Middle School	
Delivery of Conveyor Type Dish Machine to Glenwood Middle School	
<b>TOTAL</b>	

**REQUEST FOR PROPOSAL RFP**  
**GMS CONVEYOR TYPE DISH MACHINE**

**OFFER AND ACCEPTANCE**

**To the Ball Chatham Community Unit School District #5:**

*The undersigned hereby offers and shall furnish the materials and/or services in compliance with all terms, scope of work, conditions, specification and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.*

For clarification of this offer contact:

Name: Chad Martel \_\_\_\_\_

Title: Director of Food Service

Phone: 217-483-5078 \_\_\_\_\_

Fax: 217-483-2940

E-mail: [cmartel@bcsd5.org](mailto:cmartel@bcsd5.org) \_\_\_\_\_

Company Name

Address

City

State

Zip

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title