



To: Prospective Vendors
From: Terri Morgan, Enterprise City Schools
Re: Request for Proposal – **Hillcrest Lunchroom Design**

The Enterprise City Board of Education (BOE) is requesting proposals for **redesign of Hillcrest lunchroom** in the Enterprise City School System.

Sealed Proposals are due on or before June 17, 2024 at 10:30 am. Proposals will be opened at 10:30 am on that date at the Enterprise City Board of Education at 220 Hutchinson St. Enterprise AL 36330.

If there are any questions concerning the proposal, please contact Terri Morgan, Purchasing Agent, tmorgan@enterpriseschools.net

Installation Site:
Hillcrest Elementary School
400 East Watts
Enterprise, AL 36330

Proposal to include:

**Design
Décor/Artwork
Cafeteria Tables**

Additional Requirements:

- a) A copy of the vendor's W-9 will be provided with the proposal.

PLEASE RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

Proposal Specs:

- Proposal price must include freight/delivery for all items, installation/labor for all items, mounting hardware, one-year warranty on all work, and one-year warranty on tables and art; all packing material/trash must be removed from premises at time of delivery.
- Proposal must include renderings of all designs, product info/specs
- You may submit more than one design, but each design should be submitted as a separate proposal
- Max budget for this project is \$200,000

Design Should Include:

Overall design should be modern & colorful (not busy)

Wall Colors/Paint Scheme (painting will be done by outside vendor)

Floor Design/Color Scheme (floor will be done by outside vendor)

Seating Design:

- Must seat a minimum of 300 students
- A variety of tables to include, but not limited to: round, rectangle, and wavy; rectangular stools as applicable
- Variety of solid color, wood-look, and art work on table tops (use art work on tables sparingly)

Design elements to consider:

- Awnings
- Wood-Look Wall
- Ceiling art
- Variety of Wall/Window Art

Design Meeting & Site Inspection

- a) Meetings are by appointment ONLY; contact Stephanie Dillard, Child Nutrition Director, sdillard@enterpriseschools.net to set up an appointment

Award Criteria

Criteria	Maximum Points Possible
Design	35
Quality & Durability of Product Please provide product information with proposal to aid in scoring	25
Total Cost of Project	40
Total Possible Score	100

RFP Submission

All proposals should be submitted to:

Enterprise Board of Education
Attn: Terri Morgan
220 Hutchinson St
Enterprise, AL 36330

Labeled in the bottom right corner:

Hillcrest Lunchroom RFP

Not to be opened until June 17, 2024 at 10:30 am.

Sealed Proposals are due on or before June 17, 2024 at 10:30 am; they will be opened at 10:30 am on that date at the Enterprise City Board of Education at 220 Hutchinson St. Enterprise AL 36330.

Please complete all forms below and submit a copy with your proposal.

By signing this document, I agree to and understand all of the specifications listed in this proposal.

Company Name _____

Phone Number _____

Contact Person _____

Signature _____

Price Sheet

\$_____ Proposal Total (Design, Artwork, Tables, Installation)

CHILD NUTRITION PROGRAM
Federal Contract Conditions

All funds being administered through ALSDE under the Child Nutrition Program are Federal and are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

- a) Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).
- b) Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- c) Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- d) Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e) Bidders 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.
- f) Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- g) Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- h) Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- i) Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- j) Bidders must comply with the requirements of 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.

- k) **SP-24-2016 -- The Buy American Provision** in the National School Lunch Program requires school food authorities to purchase, to the maximum extent practicable, domestic commodity or product. Domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. 7 CFR Part 210.21 (d)

The purpose of **The Buy American Provision** is to support local and small businesses using food products from local sources to support small local farmers and provide healthy choices for children in the school meal programs. When possible and economically feasible, all food products should be American.

Should any of the products that were bid not adhere to **The Buy American Provision** please provide additional documentation with the bid stating the reasons and description for the substitutions. Such as...

--The product is not produced or manufactured in the US in sufficient and reasonable available quantities of a satisfactory quality.

-- Competitive bids reveal the costs of a US product are significantly higher than the non- domestic product.

Please certify below by your signature that all products on this bid adheres to **Contract Conditions listed Above. (where applicable)**

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 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 primary participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Name(s) and Title(s) of Authorized Representative(s)

Date Signatures

INSTRUCTIONS FOR CERTIFICATION

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 placed 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 or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which 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 submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

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 Transactions," 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 the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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 or default.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address:

City/State/Zip Code:

Telephone Number: _____ Fax Number: _____

Email Address: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race _____ Woman Owned _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

**PRINT NAME
OF AUTHORIZED PERSON:** _____

TITLE: _____

SIGNATURE: _____
(Officer of the Company)

General Information

- a. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.
- b. The successful vendor shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- c. The Enterprise City Schools are tax-exempt from all taxes (Tax I.D. 63-6000875). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- d. Discrimination on the basis of sex, race, age, religious belief, disability, national origin, or ethnic group is prohibited in all procurement activities of the Enterprise City Schools.
- e. Enterprise City Schools encourages contractors and suppliers to utilize minority business enterprises when providing goods and/or services. Minority business enterprises are those businesses controlled by individuals who are members of a minority group and include African Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.

Method of Award

- a. Enterprise City Schools reserves the right to choose a winning proposal with the stipulation that changes can be made to the design that may affect the total price of the project.
- b. The award will be made based on the point system specified in this document. Vendors will be responsible for furnishing all product requirements, requested, to the individual schools and other various locations within Enterprise City.
- c. Enterprise City Schools reserves the right to accept or reject any or all proposals.
- d. The decision of Enterprise City Schools will be final.

Contract Period

- a. The contract shall be for the duration of the project.

Back Orders

- a. Back orders will not be accepted.

Non-Performance / Termination

- a. The Enterprise City Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to the vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/CNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
- b. In the event that either the vendor or the Enterprise City Board of Education/CNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- c. Enterprise City Schools reserves the right to cancel the contract or any category of the contract at any time without penalty if service, quality, or delivery is not satisfactory or if continuation of the contract or category is determined to be inconsistent with the best interests of Enterprise City Schools.

Insurance

Proof of liability insurance must be provided by the awarded vendor prior to the start of any work and updates submitted as insurance is renewed.

Proof of insurance to cover liability on property and person:

- | | |
|------------------------------------|------------|
| • Each Occurrence | \$ 500,000 |
| • Fire Damage (any one fire) | 100,000 |
| • Medical Expense (any one person) | 10,000 |
| • Personal & Adv. Injury | 500,000 |
| • General Aggregate | 1,000,000 |
| • Products – Comp/Op Aggregate | 1,000,000 |

Hold Harmless

The contractor releases the Board, its assigns, employees, or agents from and agrees to indemnify and to hold harmless and defend the Board, its assigns, employees, and agents against any and all claims, actions, proceedings, costs, damages and liabilities, including attorney's fees arising out of, connected with, or resulting from any damages to any person or property, including, the property of the contractor, his assigns, agents, or employees, or to equipment, materials, supplies, belongings or other items connected in any way with contractors actions in installing, delivery, constructing or handling of any equipment, supplies, services, or action in or on property of facilities of the Enterprise City School Board. The contractor agrees to pay all Board attorney cost in connection with this article and all other articles of this contract.

The contractor may not, without express written consent, except as otherwise noted in specifications, make any alterations to any property of the Board and must agree, as evidenced by vendor's signature, to provide payment for any and all unauthorized alterations damages, or costs of repair caused in part or in whole by vendor from any action of the vendor, his assigns, employees and/or agents.

The Enterprise City Board of Education makes no representations, warranty, or covenant, express or implied with respect to any structure, facility, building, equipment or supplies which may be part of or subject to any action by the vendor as part of the contract and makes available to vendor same in "as is" condition. The contractor agrees that he is responsible for inspection of condition of items heretofore noted in this section, and same are to be inspected by the contractor prior to commencement of this contract to insure safety for the contractor, his employees, assigns and /or agents.

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Cash Management for Federal Funds – Part 200

The Board will minimize the time the receipt of federal funds from the United States Treasury, the Alabama Department of education, or other pass-through entity, and the disbursement of those federal funds. Federal funds will only be requested to meet immediate cash needs for reimbursement not covered by prior receipts and anticipated disbursements that are generally fixed, such as monthly program salaries and benefits. Disbursements will be made within twenty business days after the receipt of funds.

The Chief School Financial Officer will maintain financial records that account for the receipt, obligation, and expenditure of each federal program fund. Cash balances for each federal program fund and for the aggregate of all federal program funds will be monitored weekly by the Chief School Financial Officer or designee.

Board procedures to minimize the cash balances in federal program funds are expected to prevent the aggregate cash balances of federal program funds from earning \$500 or more for the fiscal year if maintained in interest-bearing accounts. The federal program funds, with the exception of Child Nutrition Program Funds, will not be maintained in an interest-bearing account if the Chief Financial Officer determines that banking requirements for minimum or average balances are so high that an interest-bearing account would not be feasible. Federal program funds will be maintained in insured checking accounts that are subject to the state requirements for public deposits under the SAFE program.

Determination of Allowable Costs

Before instituting a financial transaction that will require the expenditure of federal funds the federal program director and the Chief School Finance Officer or designee will determine that the proposed transaction meets the requirements for allowable costs for the federal program. Actions to determine allowable costs will assure that:

- The proposed expenditure is included in the federal program budget;
- The proposed expenditure is reasonable and necessary for the federal program;
- The proposed expenditure is consistent with procedures for financial transactions of the board including:
 - *Purchase order approval procedures;*
 - *Contract review and approval procedures;*

- *Applicable competitive purchasing procedures and;*
- *Documentation supports the transaction.*

Before payments are made from federal funds the federal program director and the Chief School Financial Officer or designee will determine that the federal program expenditure complies with generally accepted accounting principles and complies with state, local and federal laws, rules and regulations.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL BOARD OF EDUCATION (“Board”), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. **The contractor’s E-Verify Memorandum of Understanding must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

The amended law also changed the definition of SUBCONTRACTOR to *“A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.”* Another provision states, *“Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.”*