

Covington Independent Public Schools

Covington Schools
25 East 7h Street
Covington, Ky. 41011
859-392-1028

<http://www.Covington.kyschools.us>

* * * REQUEST FOR PROPOSAL * * *

BID REFERENCE: **RFP-CAFETERIA DESIGN .2017**
BID PUBLIC NOTICE DATE: **March 7, 2017**
BID OPENING DATE & TIME: **March 28, 2017**
BID CONTRACT PERIOD: _____

PURPOSE: The Covington Independent Public Schools Board of Education (hereinafter DISTRICT), that includes furniture and accessories, for Holmes Middle School, 2500 Madison Avenue, Covington, Ky. 41014

Table of Contents

STANDARD TERMS AND CONDITIONS.....	1
1. INSTRUCTIONS FOR SUBMITTAL	1
2. CLARIFICATION	1
3. PROCUREMENT CONSIDERATIONS	1
4. AUTHENTICATION OF PROPOSAL.....	2
5. CERTIFICATION REGARDING LOBBYING	2
6. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:.....	3
7. ERROR IN PROPOSAL.....	3
8. WITHDRAWAL OF PROPOSAL.....	3
9. ADDENDA	3
10. REVIEW.....	4
11. CONTRACTOR CERTIFICATION/CONTRACTOR’S EMPLOYMENT ELIGIBILITY:.....	4
12. NEGOTIATION.....	4
13. PROTEST PROCEDURES	4
14. PRE-QUALIFICATION.....	5
15. NON-ASSIGNABILITY OF AWARD.....	5
16. LIABILITY.....	5
17. ACCOUNTING PRACTICES.....	5
18. PRODUCT AND SAFETY INFORMATION	6
19. CONTRACT SUSPENSION	6
21. TERMINATION FOR NON-PERFORMANCE (DEFAULT):.....	6
22. DEMAND FOR ASSURANCES:.....	7
23. NOTIFICATION:	7
24. ATTORNEY’S FEES:.....	7
25. COMPENSABLE DAMAGES FOR BREACH	7
26. OTHER CONDITIONS.....	7
BID SPECIFIC TERMS AND CONDITIONS	9
1. AWARD:.....	9
3. CONTRACT PERIOD.....	9
4. ABOUT COVINGTON SCHOOLS.....	Error! Bookmark not defined.
5. PROJECT BACKGROUND	9
6. OBJECTIVES:	9
7. PROJECT SCOPE	10
8. PROJECT REQUIREMENTS	10
9. PROPOSAL INSTRUCTIONS	10
10. REQUEST FOR PROPOSAL AND PROJECT IMPLEMENTATION TIMELINE	10

STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR SUBMITTAL: These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. The DISTRICT may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, the specific terms will govern.

The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at www.covington.kyschools.us on the public notice date and until the time and date specified for the opening. The DISTRICT staff and the Board or its designee will review proposals.

Proposals must be received at the Covington Central Office, 25 East 7th Street, Covington, Ky. 41011, not later than the above specified opening time and date. Clearly label all proposals with the bid reference number on the outside of the package. Faxed or emailed submissions will NOT be accepted. Proposals received after the time designated will not be opened. The DISTRICT cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time.

The bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

2. CLARIFICATION: For clarification or additional information relative to this Request for Proposal contact the Covington Director of Nutrition Services at taryn.stewart@covington.kyschools.us or phone (859) 392-1028.
3. PROCUREMENT CONSIDERATIONS: The DISTRICT conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of the DISTRICT to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135)

The DISTRICT shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by the DISTRICT shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All DISTRICT bids and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by bidders/offer's.

A contract will be entered into by the DISTRICT with only responsible bidders who possess the ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. The DISTRICT shall follow the principles of cost analysis in the review and evaluation of bids to

determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

The DISTRICT shall follow the principles of cost analysis in the review and evaluation of bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF PROPOSAL:

AUTHENTICATION OF PROPOSAL, STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST, AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the proposal, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation).

The costs quoted in the proposal are correct and have been arrived at independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in this request for proposals, designed to limit independent bidding or competition.

The contents of the proposal have not been communicated by the bidder, or its employees, or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The DISTRICT procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the proposal and the actions taken by the bidder in preparing and submitting the proposal are in compliance with above sections of the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of the DISTRICT or Board of Education, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

5. CERTIFICATION REGARDING LOBBYING: The bidder certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

- (2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. **CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:** The bidder understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the DISTRICT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the DISTRICT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **ERROR IN PROPOSAL:** The DISTRICT or its designee reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. The DISTRICT may allow the withdrawal of a proposal where there is a patent error on the face of the document, or where the proposer presents sufficient evidence, substantiated by worksheets, that the proposal was based upon an error in the formulation of the price.
8. **WITHDRAWAL OF PROPOSAL:** All proposals shall be valid for a period of forty-five (45) days from the opening date to allow for tabulation, study, negotiation, and consideration by the DISTRICT or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
9. **ADDENDA:** The DISTRICT may issue addenda to the RFP after its release.

10. REVIEW: After the public opening of proposals received from the Bid Invitation, DISTRICT staff and officials will review the results, develop a preliminary tabulation, and contact the top scored firms for further negotiation. Submittal results will not be made public until a final award determination is made by the DISTRICT Board of Education or its designee.

11. CONTRACTOR CERTIFICATION/CONTRACTOR'S EMPLOYMENT ELIGIBILITY: By entering the contract, contractor warrants compliance with the federal immigration and nationality act (FINA), and all other federal and state immigration laws and regulations. The contractor warrants that it is in compliance with the various state statutes of all states it is will operate this contract in.

Participating government entities including school districts may request verification of compliance from any contractor or contractor's supplier performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its suppliers are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by state employers, state contractors and state subcontractors in accordance with the e-verify employee eligibility verification program (<http://www.uscis.gov/e-verify>).

Contractor and contractor's vendors and their employees shall not provide services on school district properties until authorized by the district.

Contractor shall comply with the governing board policies of the DISTRICT.

12. NEGOTIATION: The DISTRICT reserves the right pursuant to KRS 45A.370 to negotiate a contract with the top-scored firms. In the event the DISTRICT cannot reach agreement with the top-ranked firms, it may proceed to negotiate with the next highest ranked firm, and so on. It is the DISTRICTS' intent to award a contract to the firm(s) with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of the DISTRICT include but are not limit to issues related to the Technical and/or Cost Proposals.

From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed.

13. PROTEST PROCEDURES: The DISTRICT or its designee, shall have authority to determine protests and other controversies of actual or prospective firms in connection with the solicitations or selection for award of a contract.

Any actual or prospective firm, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with Board of Education of the DISTRICT. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

Superintendent Alvin Garrison
Covington Independent Public Schools
25 East 7th Street
Covington, Ky. 41011

The DISTRICT or its designee shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the DISTRICT shall be final and conclusive.

14. PRE-QUALIFICATION: The DISTRICT reserves the right to pre-qualify any firm, especially those that have not previously held a contract with the district. Criteria for qualification shall include:
 - a. Physical Facilities – The offering firm must have the facilities and network infrastructure required to host the website and applications required in this proposal safely and securely.
 - b. Financial Capacity - The offering firm shall have financing adequate to ensure solvency throughout the life of the contract. References may be requested to document adequate financial capacity.
 - c. Service Level - If the DISTRICT does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three letters of reference from previous customers with projects of similar scope shall be provided.
 - d. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

15. NON-ASSIGNABILITY OF AWARD: The awarded firm cannot convey this contract to its successors or assigns without the prior, express approval of the DISTRICT.

16. LIABILITY: The awarded firm agrees to protect, defend, and save harmless the DISTRICT from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded bidder further agrees to indemnify and save harmless the DISTRICT from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents. The awarded firm will hold the DISTRICT harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded firm.

17. ACCOUNTING PRACTICES: During the life of any contract awarded as a result of this request for proposal, the successful firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms

of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.

18. **PRODUCT AND SAFETY INFORMATION:** It is the bidder's responsibility to comply with all local, state, and federal regulations.
19. **CONTRACT SUSPENSION:** The DISTRICT, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded firm agrees that they have no legal recourse of any nature against the DISTRICT and Board of Education except for services that are due for prior purchases under the awarded contract. The decision of the DISTRICT regarding suspension and/or termination is final.
20. **TERMINATION FOR CONVENIENCE:** The DISTRICT reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The DISTRICT, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
21. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** The DISTRICT may terminate the resulting contract for non-performance, as determined by the DISTRICT, for such causes as:
 - a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the DISTRICT is not in its best interest, or failure to comply with the terms of this contract;
 - b. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
 - c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
 - d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

22. DEMAND FOR ASSURANCES: In the event the DISTRICT has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
23. NOTIFICATION: The DISTRICT will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the DISTRICT's satisfaction within ten (10) calendar days, the DISTRICT may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.
24. ATTORNEY'S FEES: In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the DISTRICT prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
25. COMPENSABLE DAMAGES FOR BREACH: The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the DISTRICT.
- a. Replacement costs
 - b. Cost of repeating the competitive bidding procedure expenses
 - c. Expenses incurred as the result of delay in obtaining replacements.

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

26. OTHER CONDITIONS:
- a. The awarded firm shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
 - b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
 - c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Kenton County circuit court.
 - d. The awarded firm assures the DISTRICT they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
 - e. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
 - f. The awarded firm shall provide access to the DISTRICT, the Comptroller General of the United States, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
 - g. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
 - h. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).

- i. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- j. The awarded firm is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- k. The awarded firm is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- l. The awarded firm is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- m. The awarded firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- n. The awarded firm is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- o. By submitting this document, the proposing firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The firm acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- p. The awarded firm is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of the DISTRICT or Board of Education, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- q. The DISTRICT reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this proposal, may or may not be awarded.

BID SPECIFIC TERMS AND CONDITIONS

These specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as a part of the proposal. The DISTRICT may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.

1. **AWARD:** After the review of the proposals and interviews with the finalists, the DISTRICT or its designee may accept one or more contracts based on the needs of the DISTRICT.

The DISTRICT will evaluate and score preliminary proposals according to the following:

Criteria	Points
Value and cost: Bidders will be evaluated on the cost of their project solution(s) based on the design, furniture, accessories and services to be performed in accordance with the scope of this project and the appropriateness of the solution as determined by the DISTRICT.	60
Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.	30
Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project including examples of their work as well as references, including references sought by the DISTRICT apart from those provided by the bidder.	10
Total	100

Following preliminary scoring, The DISTRICT reserves the right to schedule presentations with up to three finalists to provide oral presentations, to answer questions, and to clarify understanding of the written proposal. The DISTRICT reserves the right to not require presentations if they do not affect final rankings.

Criteria	Points
Presentation and Demonstration: Oral presentation and proposal clarification.	0-100

2. **BEST AND FINAL OFFER:** Upon completion of proposal review. The DISTRICT may ask each finalist to submit their best and final offer for consideration prior to award.
3. **CONTRACT PERIOD:** The contract period will commence upon award by the DISTRICT.
4. **PROJECT BACKGROUND:** With the new school nutrition standards in place, it is an everyday struggle to get middle school students excited about coming to the cafeteria. With that being said the DISTRICT is going to upgrade the look of the middle school cafeteria to create a more student and community friendly environment, and to achieve maximum seating capacity in the space.
5. **OBJECTIVES:** The DISTRICT seeks a vendor that can provide a turn key solution for the upgrade of the middle school cafeteria. The vendor must be able to provide a customized design plan, furniture, accessories, and services that will transform the cafeteria into an upscale eating environment filled with BULLDOG Pride.

6. PROJECT SCOPE: Provide a design, furniture, accessories, and services to the DISTRICT for the upgrade of their middle school cafeteria.
7. PROJECT REQUIREMENTS: The following criteria must be met to achieve a successful project:
 - A. Relevant experience serving the school nutrition sector
 - B. Ability to provide a design plan that fits the scope and objective of the project
 - C. Ability to provide furniture and accessories that are listed in the design plan
 - D. Ability to provide support and services necessary to execute the design plan
8. PROPOSAL INSTRUCTIONS: Proposals must be submitted in the format outlined in this section. For each proposal a minimum criteria checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The DISTRICT reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive or incomplete to the requests for information contained herein. Provide one original and two additional bound copies of your response to this RFP.
 - A. Signed RFP Certification
 - B. Cover letter with executive summary of proposal
 - C. Company profile: This section should include the following information on the respondent.
 1. Company's official registered name
 2. A brief history of your company, including the year it was established, and number of employees
 3. Address
 4. Telephone number
 5. Fax number
 6. Contact person(s) for this proposal including phone and email
 7. Lead Personnel employed by the respondent involved in this proposal.
 8. At least five sets of pictures and documentation of previous projects completed in Kentucky School Districts (or surrounding states if you have not completed five projects in Kentucky). Include reference contact information for each project.
 - D. Design plan including your philosophy regarding creation and execution
 - E. Artist renderings of your proposed design
 - F. A list of services to be rendered during the project
 - G. A list of items and accessories that will be installed and/or set up (including manufacturers specification sheets on all equipment)
 - H. Anticipated resources you will require from the DISTRICT
 - I. A time-line for the project
 - J. Pricing schedule that includes the following:
 1. Design cost
 2. Equipment cost
 3. Installation cost
 4. Total project cost
9. REQUEST FOR PROPOSAL AND PROJECT IMPLEMENTATION TIMELINE:
 1. All proposals in response to this RFP are due no later than the date and time published above.

2. Evaluation of proposals including oral presentations will be conducted within 30 days of the RFP opening date. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.
 3. Following the completion of negotiations and award of a contract with the selected bidder all unsuccessful bidders will be notified.
- B. Project implementation timeline
1. Project planning deadline May 1, 2016.
 2. Project initiation phase deadline June 1, 2016
 3. Project planning phase will determine the timeline/schedule for the remaining phases of the project

COVINGTON INDEPENDENT SCHOOLS CAFETERIA DESIGN AND FURNITURE– RFP-CAFETERIA DESIGN .2017

REQUEST FOR PROPOSAL CERTIFICATION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the request for proposal, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by the DISTRICT or its designee, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

RFP CLARIFICATION (Please provide contact information if the person authorized to answer questions regarding this RFP is different from above.)

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip