

SCHOOL DISTRICT OF MARTIN COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) REQUIRED RESPONSE FORM

RFP- 5001-0-2009/EDP

DATE: March 4, 2009

TITLE: RFP FOR BEVERAGE AND VENDING POURING RIGHTS

Proposals must be submitted to the School District of Martin County, Purchasing Department, 2845 SE Dixie Hwy., Stuart, Florida 34997 no later than 2:00 PM on Wednesday, March 25, 2009 plainly marked RFP- 5001-0-2009/EDP. Proposals are due and will be opened at this time.

Statement of Public Domain

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposals Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning these REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 17 inclusive of this Request for Proposals, and all appendices and the contents of any Addendum released hereto.

PROPOSER (firm name): _____
STREET ADDRESS: _____
CITY & STATE: _____
PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

REQUEST FOR PROPOSALS

Exclusive Beverage Pouring and Vending Rights and Services

Article 1.0 ***INSTRUCTIONS TO PROPOSERS***

The School Board of Martin County, Florida (“Board”) is requesting proposals for exclusive beverage pouring and vending rights and services herein described. The enclosed specifications outline the requirements and conditions for furnishing this service. It is important for the Proposers to state any exceptions or modifications to the Board’s current system and any other assumptions on which its proposal rests. The Contract will be awarded to the best Proposer as determined by the Board.

The Board reserves the right to consider all relevant and reasonable criteria in selecting the successful Proposer, which may or may not be expressed in this RFP.

The Board reserves the right to reject any and all proposals based upon its sole discretion. Responsible contractors who meet the Board’s criteria are requested to submit a sealed proposal for this work.

1.1 ***Timetable***

1.1.1 The District must receive proposals by **2:00 P.M.**, local time on **Wednesday, March 25, 2009**.

1.1.2 After receiving proposals, the District will review and evaluate in a timely manner.

1.1.3 The District may enter into a Contract after conducting negotiations and obtaining appropriate approvals. The District will notify unsuccessful Proposers.

1.2 ***Delays.*** The District, in its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the District to do so. The District will notify Proposers of all changes in scheduled due dates by written addendum.

1.3 ***Pre-Proposal Conference.*** A Pre-Proposal Conference will be held at the Service Center/Warehouse located at 2845 SE Dixie Highway, Stuart, Florida. The conference will be open to all interested parties, and will be held on Tuesday, **March 10, 2009, 10:00 A.M.** at which time District staff will be present to answer questions and explain the intent of the RFP Documents. Attendance is not mandatory.

Any conclusions reached at this conference, which amend the RFP Documents, will be issued in the form of an Addendum.

1.4 ***Proposal Submission and Withdrawal.*** The District must receive all proposals by **2:00 P.M.**, local time, **Wednesday, March 25, 2009**. The District will receive proposals at the following address:

The School Board of Martin County, FL
Service Center/Warehouse
2845 SE Dixie Highway
Stuart, FL 34997-5037
Attn: Purchasing Department

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The outside of the envelope must be identified as follows: RFP-5001-0-2009/EDP

Receipt of the proposal in the Purchasing Office after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope shall result in the rejection of the Proposer's proposal. **The envelope must also include the Proposer's name and return address.**

The District cautions Proposers to assure actual delivery of proposals **directly to the District's Purchasing Department, Service Center/Warehouse, 2845 SE Dixie Highway, Stuart, FL.**, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 219-1255, Ext. #204, before the 10:00 A.M. deadline. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers shall submit **twelve (12) complete sets** of the proposal in a sealed, opaque envelope marked as noted above. The Proposer may submit the proposal in person or by mail.

Proposers may withdraw their proposals by notifying the District in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the Proposers.

- 1.5 ***Letter of Transmittal.*** This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.
- 1.6 ***Qualification and Experience.*** The proposal shall show the qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission must include:
 - 1.6.1 Details on the qualifications of the firm, including documentation of the firm's experience, and number of years in business under the current name.
 - 1.6.2 List at least three (3) current and pertinent professional references (name, address and phone number) that the District may contact in relation to the Proposer's qualifications and experience in similar type work.
 - 1.6.3 List at least three (3) former clients (name, address and telephone number) that can serve as a reference on similar past service performed by the Proposer.
- 1.7 ***Addendum.*** Should revisions to the RFP become necessary, the District will provide a written addendum to all Proposers who requested the RFP from the District's Purchasing Department or our bid distribution service, DemandStar at <http://demandstar.com>. Proposers who obtain RFP documents from other sources must officially register with the District's

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Purchasing Department or DemandStar in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal **with** an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer’s responsibility to contact the District or our bid distribution service, DemandStar, in the event that a previous addendum is not received. All Proposers should contact the District or DemandStar no more than five (5) calendar days before the date fixed for receiving proposals to ascertain whether any addenda have been issued. Failure by the Proposer to make this determination could deem their response non-responsive in the event addenda were issued and not acknowledged by the Proposer in their response.

- 1.8 **Award.** The District anticipates award to the Proposer(s) who submit proposals judged by the District to be the most advantageous.

Technicalities or minor irregularities in proposals may be waived when the Board determines that it will be in the Board’s best interest to do so; are mere matters of form not affecting the material substance of the proposal; are immaterial deviations from or variations on the precise requirements of the specifications; or have a negligible effect on price, quality, quantity or performance of the services being procured. The Board may either give a Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal or waive such deficiency where it is advantageous to the Board to do so.

While the District anticipates award to the Proposer(s) who submit proposals judged by the District to be the most advantageous, if the Board finds that no valid or acceptable firm proposal has been received, the Board may negotiate with one or more Proposers, who the Board determines has submitted competitive proposals in order to secure a valid and acceptable firm bid. The Board may execute a Contract with the Proposer under whatever terms and conditions the Board determines to be in the best interest of the school system.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the Martin County School Board and executed by the parties.

- 1.9 **Evaluation Method and Criteria.**

The review committee will evaluate and rank proposals, conduct site visits if needed, and make recommendations for award to the School Board.

The evaluation criteria will include, but may not be limited to, consideration of the following.

QUALIFICATIONS – 40 points

- Availability of qualified personnel
- Ability to meet requirements
- Experience with similar service
- References

FINANCIAL – 30 points

- Reasonableness of proposed price
- financial resources and capabilities

TECHNICAL – 20 points

- Technical soundness of proposal

OTHER -10 points

- Location of firm

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Including monitoring the implementation Drug Free Program
and reporting
Completeness of proposal

- 1.10 ***Proposal Preparation Costs.*** Neither the District nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP, except for District staff response. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
- 1.11 ***Accuracy of Proposal Information.*** Any Proposer that submits in its proposal to the District any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.12 ***Licenses.*** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected.
- 1.13 ***Public Records.*** Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this request for proposals will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- 1.14 ***Public Entity Crime.*** Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.15 ***Agreements with Other Governmental Entities.*** All Proposers submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP; should the successful Proposer(s) deem it in the best interest of their business to do so.

The agreement resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

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Article 2.0 ***DEFINITIONS***

- 2.1 “District” – The Martin County School District.
- 2.2 “Proposal” – An offer to furnish services and materials in accordance with the request for proposal, the general conditions and specifications.
- 2.3 “Proposal Form” – The form on which the Proposer submits his/her proposal.
- 2.4 “Proposer” – Any individual, company, or corporation submitting a proposal.
- 2.5 “Successful Proposer” – Any Proposer to whom an award is made by the District. Such parties are also referred to as “Vendors”.
- 2.6 “Specifications” – The description of materials, supplies and/or services requested.

Article 3.0 ***PROPOSALS***

- 3.1 All proposals must be submitted in writing in accordance with instructions provided by the District.
- 3.2 General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- 3.3 The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the supplies, materials, equipment and service in complete compliance with the specifications.
- 3.4 No charge will be allowed for federal, state or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 3.5 In all specifications, the words “or equal” are understood to follow each item description. The decision of the District as to whether an alternate or substitution is in fact “equal” shall be final.
- 3.6 Prices shall be net, including transportation and delivery charges, to the destinations indicated in the proposal. Title shall not pass until items have been delivered to an accepted by the District.
- 3.7 Under penalty of perjury, the Proposer certifies that:
 - a. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for proposals and,
 - b. The contents of the proposal have not been communicated by the Proposer, nor, to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the proposal.

Article 4.0 **SCOPE**

It is the intent of the District to contract with a Proposer for the purchase of the District's requirements for beverage items including: carbonated and non-carbonated artificially flavored drinks, packaged waters, sports drinks, fruit and/or vegetable juices, fruit and/or juice containing drink, and ready-to-drink tea products ("beverage items"). Note: the District reserves the right to except milk, juices and drinks served as part of the District's breakfast and food service programs from the Contract.

As part of this Contract, the District will grant to the Successful Proposer a license to "vend" and "pour" beverage items in all of its facilities with the exception of facilities maintenance and transportation at compensation to be quoted by the Proposer as part of its proposal.

Except as otherwise noted, the pouring rights and vending license granted by this Contract are to be exclusive. The Proposer shall quote, as part of its proposal, any and all forms of compensation it will provide to the District in return for this exclusivity. The Proposer shall indicate as part of the proposal its willingness to reimburse the District for any penalties associated with the termination of existing beverage pouring and vending contracts which may be terminated in order to enter into the agreement contemplated by this RFP. Copies of these contracts are available upon request from the office of General Council, 772-219-1200 #30209.

Article 5.0 **EXCLUSIVE POURING AND VENDING RIGHTS**

The exclusive pouring/vending rights shall apply to all District facilities where the beverage items, as listed above, are sold.

The District shall require all concessionaires, food service vendors to concessionaires and booster clubs selling beverages at the District's facilities to purchase all products, cups and carbon dioxide directly from the Vendor.

Article 6.0 **DURATION OF CONTRACT**

The duration of the Contract, subject to earlier termination as set forth herein, shall be a period of five (5) years from the date of execution. Any proposal for a shorter or longer period must be submitted as an alternate in addition to the proposal for a five year term. The District will entertain proposal for an additional three (3) year renewal term during the last year of the original contract period. Such proposals must set forth all terms, conditions and other relevant factors upon which the proposed renewal is offered.

Article 7.0 **WORK INCLUDED**

The Vendor shall furnish all labor, materials and equipment necessary to perform any services required by the Contract with direction from the District.

Article 8.0 **VENDING AND FOUNTAIN EQUIPMENT**

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The exact locations, quantities and types of vending/fountain equipment to be placed throughout the District's facilities, including the type of product to be sold, will be determined by mutual agreement of both parties (or, if applicable, "by the District upon consultation with the successful vendor"). However, the Vendor may not decrease in number the present location and quantity of vending machines at the District's various buildings and facilities at the time of execution of the Contract.

All costs to furnish, deliver, install, inventory, stock and repair all vending/fountain equipment placed in the District's facilities shall be borne solely and exclusively by the Vendor.

The Vendor shall establish a system for the reimbursement of monies lost in the vending equipment. The system shall include a scheduled date of reimbursement to occur at a minimum of once a week at the District's various buildings.

Article 9.0 ***RECYCLING PROGRAM***

The proposal shall include all costs to furnish recycling containers to accommodate the anticipated number of empty beverage containers generated from the sale of beverage products at the District's facilities. The District shall have the right to redeem the beverage containers returned for recycling or, at its election, to have the Vendor do so.

Article 10.0 ***DOCUMENTS***

All Proposers are required to include all documentation requested by the District when submitting their proposals. Envelopes should be sealed when submitted, with the information requested on the face of the envelope, as set forth in the "Instructions to Proposers".

Article 11.0 ***PERSONAL EXAMINATION***

Proposers are required to satisfy themselves, by personal examination and inspection of the sites upon prearranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract.

No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor's failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc; nor will same be accepted as a basis for any claim for extra compensation.

Article 12.0 ***ESTIMATED QUANTITIES***

As this is the first time that the District is soliciting proposals for this commodity, the exact quantity required is to be estimated by the Proposer utilizing its expertise. Information is provided with these specifications regarding the District's facilities and number of students/staff to enable the Proposer to make such an estimate. The District does not guarantee any specific amount and shall not be held responsible for any particular volume of purchase/sale. In any event, the Contract shall cover the District's requirements where more or less than the Vendor's estimated amount.

Article 13.0 ***VEND AND POUR PRICES***

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Each proposal shall clearly set forth the proposed “vend” and “suggested pour” prices for all beverages included in the Contract. Each Proposer shall indicate the proposed prices on their “Proposal Form” and state whether the prices include the beverage container deposit cost, where applicable

Article 14.0 **ACCOUNTING**

A separate accounting record will be kept for each location and shall separately designate the revenue, sales and associated expenses for each unit and/or point of sale.

Article 15.0 **AUDITING**

The proposal shall acknowledge the District’s right to conduct an appropriate audit of the books and records maintained by the Vendor in connection with the goods and services provided under the agreement with the District.

Article 16.0 **DELIVERY**

See Attachment E of District delivery locations.

Article 17.0 **SAMPLES**

The Proposer shall submit, if requested to do so by the District, samples of the items it intends to furnish under the Contract. Samples shall be submitted under separate cover at the time of proposal. Samples that are not claimed within forty-five (45) days of proposal opening will be considered as property of the District.

Article 18.0 **MATERIAL LISTED**

Each Proposer shall submit the exact names of the various items it is submitting proposals on. Items shall be clearly marked and fully describe any variations from that specified.

Article 19.0 **INSURANCE**

The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability and completed operations and property damages, in an amount not less than \$2,000,000 for each claim and \$4,000,000 for each occurrence during the Term, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$2,000,000 combined single limit. The Vendor will also keep in force and effect throughout the Term workers’ compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing the Vendor’s insurance coverage and naming the District as an additional insured shall be delivered to the District upon execution of the Contract.

Article 20.0 **INDEMNIFICATION AND HOLD HARMLESS**

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The Vendor shall indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court costs, penalties and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers, provider, however, that the Vendor shall not be required to indemnify for the following:

- a. acts or conduct by third parties, other than the District and its Board of Education, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- b. claims where the District has failed to give adequate prompt written notice thereof to the Vendor;
- c. claims settled without the prior written consent of the Vendor; or
- d. acts of intentional misconduct or gross negligence by the party to be indemnified.

Article 21.0 ***STATE AND FEDERAL NUTRITIONAL GUIDELINES***

Proposers are informed that any agreement resulting from these specifications must be in accordance with all rules and regulations concerning product selection, machine accessibility, etc., as set forth by the District and/or in accordance with all applicable State and Federal nutritional guidelines.

Article 22.0 ***CONFLICT OF INTEREST***

The Vendor hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

Article 23.0 ***INDEPENDENT CONTRACTORS***

The District and the Vendor are independent of one another and shall have not other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

Article 24.0 ***GOVERNING LAW***

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Florida with venue in Martin County.

Article 25.0 ***COMPLIANCE WITH DISTRICT REGULATIONS***

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The Vendor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Vendor.

The Vendor shall cause all such persons to preserve and protect all confidential information of the District to which they have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

Article 26.0 ***ADDITIONAL INFORMATION***

Should a Proposer require additional information with regard to the goods and services requested in this proposal or the terms and conditions of same, he/she should contact:

Ed Parker, Director of Purchasing
2845 SE Dixie Highway
Stuart, Florida 34997
(772) 219-1255 ext. 204

Any and all changes to these specifications are valid only if they are inserted into the General Conditions or Specifications by a written addendum to All Proposers.

District Census Information

1. The District has approximately 19,982 students.
2. The District employs approximately 2,500 full and part-time faculty and staff.
3. The District operates approximately twenty-four (34) buildings, including school and administrative buildings and bus garages.
4. The District allows extensive public use of its properties.

Note: Martin County School District Food and Nutritional Services operate vending machines in various school cafeterias. These machines and all beverage products dispensed by Food Service will continue to be operated by the District's Food Services and are not to be included within the Proposal.

Article 27.0 ***DELIVERY LOCATIONS***

SEE ATTACHMENT E

ATTACHMENT A

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily executed", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier 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 with which this transaction is originated.
6. The prospective lower tier 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", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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.
9. Except for transaction authorized under paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

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

NAME OF APPLICANT

PR/AWARD NUMBER AN/OR PROJECT NAME

RFP 5001-0-2009/EDP BEVERAGE AND POURING RIGHTS

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNATURE DATE

ATTACHMENT B

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/qualifications certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached bid at time of proposal opening to be considered.

ATTACHMENT C

STATEMENT OF NO PROPOSAL

If you are not bidding on this service/commodity, please complete and return this form to:
Purchasing Department, School District of Martin County, 2845 SE Dixie Hwy, Stuart, FL 34997. (Please print or type, except signature)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. 5001-0-2009/EDP

For BEVERAGE AND POURING RIGHTS because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT D

**Agreement Between Owner and Contractor for BEVERAGE AND POURING RIGHTS
MCSB RFP 5001-0-2009/EDP**

**School Board of Martin County, FL.
Jessica Lunsford Requirements**

If **Contractor** will have any employees on any school site on school days when students may be present, **Contractor** will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of **Contractor** and all of its employees who provide services under this contract. **Contractor** shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the **Contractor** providing any services. **Contractor** will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to **Contractor** and its employees. **Contractor** will provide District a list of its employees. **Contractor** will update these lists in the event that any new employees are added and **Contractor** agrees that new employees shall be fingerprinted. **Contractor** agrees that in the event any employee is convicted of a criminal offense, the **Contractor** will notify the District within forty-eight (48) hours.

The parties agree in the event that **Contractor** fails to perform any of the duties described in the above paragraph; this will constitute a breach of the contract entitling the District to terminate this contract. **Contractor** agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from **Contractor** failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

Date: _____

Company

President's Name

SCHOOL BOARD OF MARTIN COUNTY, FL
SCHOOLS AND DEPTS.

ATTACHMENT E

	A	B	C	D	E	F
2	School or Department	Address	Contact	Phone No.		# OF
3			Person	Ext. #		MACHINES
4	Anderson Middle School	7000 SW Atlantic Ridge Drive, Stuart, FL 34997	Diane Brazeau, Bkcp.	(772) 221-7100 # 107		6
5	Bessey Creek Elementary	2201 SW Matheson Avenue, Palm City, FL 34990	Yvonne Meredith	(772) 219-1500 # 103		2
6	Challenger School	5150 SE Willoughby Blvd., Stuart, FL 34997	Carol Kissane, Sect.	(772) 219-1515 # 162		2
7	Citrus Grove Elementary	2527 SW Citrus Blvd., Palm City, FL 34990	Carla Fischman	(772) 223-2513 # 103		1
8	Crystal Lake Elementary	2095 SW 96th Street, Stuart, FL 34997	Terry Thompson, Sect.	(772) 219-1525 # 103		1
9	Environmental Studies Ctr.	2900 NE Indian River Drive, Jensen Bch, FL 34957	Sherry Tschinkel, Sect.	(772) 219-1887 # 100		1
10	Facilities Department	1050 East 10th St, Stuart, FL 34994	Wilma Schuler, Sect.	(772) 223-3105 # 131		1
11	Felix A Williams Elementary	401 NW Baker Road, Stuart, FL 34994	Susie Fote, Sect.	(772) 219-1640 # 103		2
12	Hidden Oaks Middle School	2801 SW Martin Highway, Stuart, FL 34990	Diane Haase, Sect.	(772) 219-1655 # 401		4
13	Hobe Sound Elementary	11555 SE Gomez Avenue, Hobe Sound, FL 33455	Kathy Fulton, Sect.	(772) 219-1540 # 112		1
14	Indiantown Adult Learning Ctr	15255 SW Jackson Avenue, Indiantown, FL 34956	Rosalyn Panet, Sect.	(772) 597-3848 # 161		1
15	Indiantown Middle School	16303 SW Farm Road, Indiantown, FL 34956	Johanna Fitzhugh, Bkcp.	(772) 597-2146 # 107		3
16	Instructional Center	500 E Ocean Blvd. Stuart, FL 34994	Debbie Rabener, Sect.	(772) 219-1200 # 415		1
17	JD Parker Sch of Tech.	1010 E 10th Street, Stuart, FL 34994	Debbie Music, Sect.	(772) 219-1580 # 100		1
18	Jensen Beach Elementary	2525 NE Savanna Road, Jensen Beach, FL 34957	Linda Puccio, Sect.	(772) 219-1555 # 103		2
19	Jensen Beach High School	2875 NW Goldenrod Road , Jensen Bch, 34957	Kimberly Loring, Bkcp.	(772) 232-3500 # 107		12
20	Martin County High School	2801 S Kanner Hwy, Stuart, FL 34997	Fran Howard, Bkcp.	(772) 219-1800 # 424		12
21	Murray Middle School	4400 SE Murray Street, Stuart, FL 34997	Nancy Tucker, Bkcp.	(772) 219-1670 # 107		4
22	Palm City Elementary	1951 SW 34th Street, Palm City, FL 34990	Gayle Becker, Sect.	(772) 219-1565 # 104		1
23	Pinewood Elementary	5200 SE Willoughby Blvd., Stuart, FL 34997	Carol Price, Sect.	(772) 219-1595 # 103		1
24	Port Salerno Elementary	3260 SE Lionel Terrace, Stuart, FL 34997	Karen Weiss, Sect.	(772) 219-1610 # 103		1
25	SeaWind Elementary	3700 SE Seabranh Blvd, Hobe Sound, FL 33455	Margy Cadieux, Sect	(772) 219-1625 # 103		2
26	South Fork High School	10205 SW Pratt & Whitney Road, Stuart, FL 34997	Linda Higgins, Bkcp.	(772) 219-1840 # 368		14
27	Spectrum Jr/Sr High	800 Bahama Avenue, Stuart, FL 34994	Karen Nubelo, Sect.	(772) 219-1870, # 100		3
28	Stuart Middle School	575 Georgia Avenue, Stuart, FL 34994	Nancy Johnson, Sect.	(772) 219-1685 # 103		3
29	Warehouse/Purchasing/Repro	2845 SE Dixie Highway, Stuart, FL 34997	Janet Morrow, Sect.	(772) 219-1255 # 204		1
30	Warfield Elementary	15260 SW 150th Street, Indiantown, FL 34956	Joan Neal, Sect.	(772) 597-2551 # 103		1
31	Total					84
32						