

***FOOD SERVICE CAFÉ DESIGN AND
REMODELING SERVICES***

MARTIN COUNTY SCHOOL DISTRICT

RFP-5003-0-2005/JK

The District must receive all proposals by **10:00 A.M.**, local time on Thursday April 28, **2005**
at:

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

The outside of the envelope must be identified as follows: RFP-5003-0-2005/JK

REQUEST FOR PROPOSALS

FOOD SERVICE CAFÉ DESIGN AND REMODELING SERVICES

Article 1.0 ***INSTRUCTIONS TO PROPOSERS***

The School Board of Martin County, Florida (“Board”) is requesting proposals from qualified companies for decoration of cafeterias and dining rooms operated by School Food Services. The awarded vendor will be responsible for developing concepts for approval by the district and completing the work after the vendor and the district agree to the proposed work and cost.

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 requirements 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 **10:00 A.M.**, local time on Thursday April 28, 2005
- 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 post the award notice on DemandStar.

- 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 ***Proposal Submission and Withdrawal.*** **The District must receive all proposals by 10:00 A.M., local time, Thursday April 28, 2005**

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

The outside of the envelope must be identified as follows: RFP 5003-0-2005/JK

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 **three (3) 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.

- 1.4 ***Letter of Transmittal.*** This letter will summarize in a brief and concise manner, the Proposer understands 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.
- 1.5 ***Qualification and Experience.*** The proposal shall show the qualifications and experience of the firm and individual(s) who will provide the services. The submission must include:
 - 1.5.1 Details on the qualifications of the firm, including documentation of the firm's experience, and number of years in business under the current name.
 - 1.5.2 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.
 - 1.5.3 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.
- 1.6 ***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 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.

- 1.7 ***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.

- 1.8 ***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%

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

FINANCIAL – 30%

Reasonableness of proposed price
Financial resources and capabilities
Evidence of insurance

TECHNICAL – 20%

Technical soundness of proposal
Completeness of proposal

OTHER – 10%

Location relative to DISTRICT sites
Contracting experience with the DISTRICT
Drug-free workplace

- 1.9 ***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.
- 1.10 ***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.
- 1.11 ***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.
- 1.12 ***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.
- 1.13 ***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.
- 1.14 ***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.

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 The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the service required.
- 3.3 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.
- 3.4 Rates shall be for actual hours worked. No charge for travel time or expense shall be allowed.
- 3.5 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 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 prior to the official opening of the proposal.

Article 4.0 **SCOPE**

The School Board of Martin County, Florida (“Board”) is requesting proposals from qualified companies for decoration of cafeterias and dining rooms operated by School Food Services. The district operates 21 sites and expects to redecorate up to 21 of them within the next 5 years based on the terms of this RFP award. The awarded vendor will be responsible for developing concepts for approval by the district and completing the work after the vendor and the district agree to the proposed work and cost. Minimum expectations are outlined below. For this project, the percentage of Federal money is estimated to be 49.61%, or \$148,830.

- 4.1 Visit each school center to take measurements and photos of the area(s) to be redecorated.

- 4.2 Solicit school administration, staff, students and parents for their input into the decorating process.
- 4.3 Incorporate all information into design development.
- 4.4 Present proposed designs, as they would appear in the existing areas to be redecorated.
- 4.5 Provide a written, not to exceed, priced proposal based on the recommended materials and installation in accordance with prices terms and conditions of RFP award.
- 4.6 Maintain Automobile, Workers Compensation, General, and Professional liability insurance coverage in the amounts identified below.

Article 5.0 ***REQUIRED INFORMATION***

Proposal submittals should reflect the following elements and parameters:

- 5.1 Agreement period; the district prefers a multi year agreement with provisions for annual renewal, not to exceed five years total.
- 5.2 Statement of basic fees per hour with a provision for how fees are to be paid throughout the term of the agreement and clear identification of chargeable and non-chargeable services.
- 5.3 List of at least three reference contacts and contact information related to comparable service.
- 5.4 List of firm fixed prices for each unit proposed, IE; cost per 12” vinyl letter, cost per square per for decorative art work, etc., including installation. Rate must be in a format that can be easily understood and applied to decorating work at any facility.
- 5.5 Any additional information which will assist the district's understanding of the proposer's submittal and qualifications.
- 5.6 Any additional document or agreement the Proposer will require the District to execute.
- 5.7 Color representations of similar work completed in the past.

Article 6.0 ***DOCUMENTS***

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

Article 7.0 ***PERSONAL EXAMINATION***

Proposers are required to satisfy themselves, by personal examination and investigation via prearranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the

Contract. Arrangements may be made through the Director of Food Service, Rae Hollenbeck, 772-219-1255 #209.

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 8.0 **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 services provided under the agreement with the District.

Article 9.0 **INSURANCE**

The Vendor, at its sole cost and expense, shall obtain and maintain, during the term of this contract and any extensions, a Professional Liability Insurance policy, which includes liability coverage in an amount not less than \$100,000 for each claim and \$500,000 for each occurrence, General Liability in an amount of \$1,000,000 per occurrence/\$1,000,000 aggregate, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$1,000,000 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, and approved by the District prior to beginning any work on district property.

Article 10.0 **INDEMNIFICATION AND HOLD HARMLESS**

The Vendor shall indemnify and hold harmless the District and its Board, 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, 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 11.0 ***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 12.0 ***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 13.0 ***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 14.0 ***COMPLIANCE WITH DISTRICT REGULATIONS***

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 15.0 ***SAMPLE AGREEMENT***

Should a Proposer require execution of an agreement it must be submitted with the proposal

Article 16.0 ***ADDITIONAL INFORMATION***

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

John Klatt, Director of Purchasing
2845 SE Dixie Highway
Stuart, Florida 34997
(772) 219-1255 ext. 201
klattj@martin.k12.fl.us

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.

Article 17.0 LIST OF MARTIN COUNTY CAFETERIA AND DINING ROOM SITES IS ATTACHED

Article 18.0 DISCLOSURES AND COMPLIANCE ASSURANCE REQUIRED BY LAWS, EXECUTIVE ORDERS, REGULATIONS AND POLICIES GOVERNING THIS PROCUREMENT OR PROGRAM

DISCLOSURE OF FEDERAL PARTICIPATION

Section 8136 of the Department of Defense Appropriations Act (Stevens Amendment), enacted in October 1988, requires that, "when issuing statements, press releases for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state:

(1) the percentage of the total cost of the program or project which will be financed with Federal money; and

(2) the dollar amount of Federal funds for the project or program."

For this project, the percentage of Federal money is estimated to be 49.61%, or \$148,830.

PATENTS COPYRIGHTS AND RIGHTS IN DATA

The awarded bidder/contractor must comply with all Federal State and Local, (awarding agency) requirements and regulations pertaining to: reporting, patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and copyrights and rights in data.

ACCESS TO RECORDS

The awarded bidder/contractor must provide access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, 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/purchase for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records shall be for three years after grantees or subgrantees make final payments and all other pending matters are closed.

EQUAL EMPLOYMENT OPPORTUNITY

The awarded bidder/contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

COPELAND "ANTI-KICKBACK" ACT

The awarded bidder/contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

DAVIS-BACON ACT, PREVAILING WAGES

The awarded bidder/contractor will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

CONTRACT WORK HOURS AND SAFETY STANDARDS

The awarded bidder/contractor will comply 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). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

CLEAN AIR ACT

The awarded bidder/contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

ENERGY POLICY AND CONSERVATION

The awarded bidder/contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

HATCH ACT, POLITICAL ACTIVITIES OF EMPLOYEES

The Awarded bidder/contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

BYRD ANTI-LOBBYING AMENDMENT

The awarded bidder/contractor who applies or bids for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the recipient.

ADEQUATE ENGINEERING SUPERVISION

The awarded bidder/contractor will provide and maintain competent and adequate engineering supervision at construction sites to ensure that the completed work conforms to approved plans and specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.

DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and awarded bidder/contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Awarded bidder/contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

ADA & FLOOD DISASTER PROTECTION

The awarded bidder / contractor will assure that the facility to be constructed / renovated will comply with local licensing and code requirements, the access requirements of the Americans with Disabilities Act, if applicable, and section 504 of the Rehabilitation Act of 1973. As evidence of compliance the awarded bidder / contractor will upon completion of the project submit applicable certifications to the District". The awarded bidder / contractor also will assure that it has met the requirements of the Flood Disaster Protection Act of 1973, if applicable.

CANCELLATION, WITH CAUSE

If product, service or required assurance documentation does not comply with specifications, terms, and conditions as stated herein or fails to meet the District's performance standards, the awarded bidder/contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

CANCELLATION, WITHOUT CAUSE

The District reserves the right to cancel this contract without cause via 60 day prior written notice.

LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the District Board or fails to proceed with the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the District will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the District, as liquidated damages, the sum of **\$50** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

GENERAL ASSURANCE

The Awarded bidder/contractor will comply with all applicable requirements of all other Federal, State, and Local laws, Executive Orders, regulations and policies governing this program.

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 which 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
<u>RFP 5003-0-2005/JK Decoration of Cafeterias and Dining Rooms</u>	

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE
_____	_____	_____

LIST OF MARTIN COUNTY SCHOOLS

<u>SCHOOL NAME & ADDRESS</u>	<u>PRINCIPAL, SECT., ETC.</u>	<u>PHONE #</u>
BESSEY CREEK ELEMENTARY 2201 SW MATHESON AVENUE PALM CITY, FL. 34991	VICTORIA DEFENTHALER, PRIN. DENISE DROZD, SECT. TEDDIE MCMAHON, MEDIA SPECIALIST ERIC MESORANA, PLANT OPERATOR SANDY FERNANDEZ, FOOD SERV. MGR.	(772) 219-1500 (772) 219-1507
CLARK ADVANCED LEARNING CTR. IRCC CHASTAIN CAMPUS 2400 S.E. SALERNO ROAD STUART, FL 34997	Dr. Steven Montes, CALC Ex. Director email: smontes@ircc.edu	(772) 419-5751
CHALLENGER, E.S.E. CENTER 5150 WILLOUGHBY BLVD. STUART, FL. 34997	SUSAN BURROWS, PRINCIPAL CAROL KISSANE, SECT. ROY SWAGGER, PLANT OPERATOR	(772) 219-1515
CRYSTAL LAKE ELEMENTARY 2095 S.W. 96 STREET STUART, FL. 34997	XENOBIA P. ANDERSON, PRINCIPAL TERRY THOMPSON, SECT. ELIZABETH MARTIN, MEDIA SPECIALIST SEAN ROWELL, PLANT OPERATOR LINDA BECRAFT, FOOD SERV. MGR.	(772) 219-1525 (772) 219-1533
FELIX A. WILLIAMS ELEM. 401 NW BAKER ROAD STUART, FL. 34994	KEN CUMMINGS, PRINCIPAL KIMBERLY LORINGER, SECT. MACEY HEEMSATH, MEDIA SPEC. LUTHER YATES, PLANT OPERATOR LYNDA ROWE, FOOD SERV. MGR.	(772) 692-3444 (772) 219-1644
HIDDEN OAKS MIDDLE 2801 S.W. MARTIN HIGHWAY PALM CITY, FL. 34991	JENNY LAMBDIN, PRINCIPAL ANGELA WESLEY, SECT. MARGARET BELLUCY, MEDIA SPEC. SUSAN PARISI, BOOKKEEPER BRIAN HUNTER, PLANT OPERATOR JEANNE CAMPORA, FOOD SERV. MGR.	(772) 219-1655 EXT. # 33401 EXT. # 33421 EXT. # 33406 EXT. # 33409 EXT. # 33425
HOBE SOUND ELEMENTARY 11555 S E GOMEZ AVENUE HOBE SOUND, FL. 33455	ESSIE RAINS, PRINCIPAL SANDY HOLBROOK, SECT CHERIE BAUMGARTNER, MEDIA JOE JIRAN, PLANT OPERATOR LISA FOUNTAIN, FOOD SERV. MGR.	(772) 219-1540 (772) 219-1544
INDIANTOWN MIDDLE 16303 S.W. FARM ROAD INDIANTOWN, FL. 34956	DEBBIE HARPER HENDERSON, PRINCIPAL JEAN MCNALLY, SECT. JOHANNA FITZHUGH, BOOKKEEPER SARAH ROEGIERS, MEDIA SPECIALIST FRANCIS KASMIRE, PLANT OPERATOR JAMIE BATCHLOR, FOOD SERV. MGR.	(772) 597-2146 (772) 597-3263

MARTIN COUNTY SCHOOLS CONTINUED.....

<u>SCHOOL NAME & ADDRESS</u>	<u>PRINCIPAL, SECT., ETC.</u>	<u>PHONE #</u>
JENSEN BEACH ELEMENTARY 2525 N.E. SAVANNAH ROAD JENSEN BEACH, FL. 34957	DON MERRITT, PRINCIPAL LINDA PUCCIO SECT. FRANCES WILLIAMS, MEDIA SPECIALIST MICHAEL HICKLING, PLANT OPERATOR SALVINA PIZZI, FOOD SERV. MGR.	(772) 219-1555 (772) 219-1559
JENSEN BEACH HIGH SCHOOL 2875 NW GOLDEN ROD STREET JENSEN BEACH, FL. 34957	GINGER FEATHERSTONE, PRINCIPAL VICTORIA KLIMOVICH, SECT. BILL SAPIENZA, BOOKKEEPER R J COSTELLO, ATHLETIC DIRECTOR RUDDY MANNA, PLANT OPERATOR DENNIS DECESARE, FOOD SERVICE MGR.	(772) 232-3500 EXT. #37101 EXT. #37100 EXT. #37107 EXT. #37105 EXT. #37108 EXT. #37150
MARTIN COUNTY HIGH SCHOOL 2801 S. KANNER HIGHWAY STUART, FL. 34994	JOAN HUNT , PRINCIPAL VONDA DYE, SECT. GARY DEATON, MEDIA SPECIALIST GLENN WELLS, MEDIA SPECIALIST MIKE LINDGREN, ATHLETIC DIRECTOR FRAN HOWARD, BOOKKEEPER MELVIN DENMON, PLANT OPERATOR JOANN POWELL, FOOD SERV. MGR.	(772) 219-1800 EXT. # 32413 EXT. # 32457 EXT. # 32459 EXT. # 32440 EXT. # 32424 EXT. # 32430 EXT. # 32456
MURRAY MIDDLE SCHOOL 4400 S.E. MURRAY STREET STUART, FL. 34997	KIT WEIR, PRINCIPAL KAROLYN BAIR, SECT. NANCY TUCKER, BOOKKEEPER PENELOPE TAYLOR, MEDIA SPECIALIST MARK SMITH, PLANT OPERATOR PATRICIA DEPALMO, FOOD SERV MGR.	(772) 219-1670 EXT. # 34303 EXT. # 34305 EXT. # 34314 EXT. # 34316 EXT. # 34321
PALM CITY ELEMENTARY 1951 S.W. 34 STREET PALM CITY, FL. 34990	NANCY MARIN, PRINCIPAL GAYLE BECKER, SECT. BELINDA VOSE, MEDIA SPECIALIST KENT MERSHON, PLANT OPERATOR WENDY MOON, FOOD SERV. MGR.	(772) 219-1565 (772) 219-1569
J.D. PARKER SCHOOL OF MATH, SCIENCE & TECH. 1050 EAST 10 STREET STUART, FL. 34994	GAIL NEWMAN, PRINCIPAL COLETTE RIGNEY, SECT GEORGEANN BRADEN, MEDIA DEBBIE JOHNS, PLANT OPERATOR SHIRLEY ENGLISH, FOOD SERV. MGR.	(772) 219-1580 (772) 219-1584
PINEWOOD ELEMENTARY 5200 SE WILLOUGHBY BLVD. STUART, FL. 34997	CECILIA HYSMITH, PRINCIPAL CAROL PRICE , SECT. JILL SARACINO, MEDIA SPECIALIST ROY SWAGGER, PLANT OPERATOR CASSANDRA JACKSON, FOOD SERV. MGR.	(772) 219-1595 (772) 219-1599
PORT SALERNO ELEMENTARY 3260 SE LIONEL TERRACE STUART, FL. 34997	TRACEY MILLER, PRINCIPAL KAREN WEISS, SECT. MARY BATEY, MEDIA FRANK NUBELO, PLANT OPERATOR JEAN HUFFMAN, FOOD SERV. MGR.	(772) 219-1610 (772) 219-1616

MARTIN COUNTY SCHOOLS CONTINUED.....

<u>SCHOOL NAME & ADDRESS</u>	<u>PRINCIPAL, SECT., ETC.</u>	<u>PHONE #</u>
SEA WIND ELEMENTARY 3700 S.E. SEABRANCH BLVD. HOBE SOUND, FL. 33455	DEBORAH VANOVER, PRINCIPAL JANE LOGAN , SECRETARY DONNA WELLS, MEDIA SPECIALIST JOHN DUNHAM, PLANT OPERATOR ROBIN MULLINS , FOOD SERV. MGR.	(772) 219-1625 (772) 219-1633
SOUTH FORK HIGH SCHOOL 10205 SW PRATT & WHITNEY RD STUART, FL. 34997	PAT SCHMOYER, PRINCIPAL SHERI TSCHINKEL, SECT. LINDA HIGGINS, BOOKKEEPER CHAD GARLAND, ATHLETIC DIRECTOR VIRGINIA MILLER, MEDIA SPECIALIST PAUL CATANO, MEDIA SPECIALIST SUSAN FERTITTA, LEAD CUSTODIAN LORI BROWN, FOOD SERVICE MGR.	(772) 219-1840 EXT. # 35321 EXT. # 35368 EXT. # 35369 EXT. # 35318 EXT. # 35360 EXT. # 35370 EXT. # 35358
SPECTRUM JR./SR. HIGH SCH. 800 BAHAMA AVENUE STUART, FL. 34994	RAY PARRISH, PRINCIPAL KAREN NEBELO, SECT. KENYATTA RUCKER, PLANT OPERATOR	(772) 219-1870
STUART MIDDLE SCHOOL 575 GEORGIA AVENUE STUART, FL. 34994	SIGRID GEORGE, PRINCIPAL NANCY JOHNSON, SECT. PATRICIA TROWBRIDGE, BOOKKEEPER VICKI GARDNER, MEDIA SPECIALIST THOMAS KIMBLER, PLANT OPERATOR SUSAN FERRARI, FOOD SERV. MGR.	(772) 219-1685 EXT. # 31301 EXT. # 31312 EXT. # 31320 EXT. # 31321 EXT. # 31317
WARFIELD ELEMENTARY 15261 SW 150 STREET INDIANTOWN, FL. 34956	LOREEN FRANCESCANI, PRINCIPAL SUSAN THOMAS , SECT. CAROLYN BRAMMER, MEDIA SPECIALIST JODY GARRETT, PLANT OPERATOR RITA MILLER, FOOD SERV. MGR.	(772) 597-2551 (772) 597-2354