



INVITATION TO BID

The School District of Hendry County
Superintendent's Office
Post Office Box 1980
LaBelle, FL 33975
(863)674-4642

Hendry County School District
Invitation to Bid
For
Grass Mowing Services

Tony Busin
Director of Facilities
Hendry County Schools 863-674-
4184
busina@hendry-schools.net

To all interested Parties:

You are hereby invited by the Hendry County School Board to respond to the following: ITB
Grass Mowing Services, ITB #23-00020.

ITB CONTENTS 23-00020	
Event Details	Issue Date: Wednesday, April 5, 2023. Questions about ITB due no later than: Wednesday, April 19, 2023 by 3:00 p.m. Bids Due: Wednesday, April 26, 2023 by 3:00 p.m.
Questions	Questions shall be addressed to Tony Busin, Director of Facilities at busina@hendry-schools.net and Lynn Willis, Procurement Specialist at willisg@hendry-schools.net.

Response Requirements	<ol style="list-style-type: none"> 1. Company name and length of time in business. 2.. Company location and the ability to service the Hendry County Area. 3. Business licensure within the State of Florida (can provide copy of Sunbiz web page) 4. Minimum of 3 client references 5. Completed and signed proposal submittal form. 6. Completed and signed price proposal form – Exhibit A. 7. Addenda’s signed and dated if issued. 8. 8. Insurance Requirements Form (attachment A) 9. Debarment Form (attachment B) 10. Drug Free Workplace Form (attachment C) 11. Public Entities Crime Form (attachment D) 12. Scrutinized Company Certification (attachment E)
Response Instructions	<p>Vendors shall submit four (4) hard copies of their bid and one electronic copy on USB flash drive via mail to: Hendry County School District Finance Department Attn: Jessica Feliciano and Lynn Willis 111 Curry Street Labelle, Florida 33935</p>

SCOPE OF SERVICES:

The Hendry County School District is requesting bids to mow School Board owned properties on an ‘as needed’ basis located in the Clewiston area as shown on attached Exhibit “A”. The contract period will be for two (2) years beginning on the awarded date and going through the end of the two (2) year period.

The following instructions have been developed specifically for this ITB and may or may not be the same as previous or future solicitations for this type of service or commodity. This document, and any Addenda issued, will serve as the contract between the District (hereafter “District,” “Owner,” or “Board”) and the awarded vendor (hereafter “Bidder,” “Contractor,” or “Vendor”). No separate document will be negotiated or executed. The District reserves the right to deem conditional bids (i.e., counter-bids on specific terms and conditions) non-responsive; any such bids will not be considered.

Section I:

A. **Mowing:** Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any “missed” uncut grass.

All mower blades shall be sharp enough to cut, rather than tear grass blades.

All litter and debris shall be removed from turf and planted areas, and properly disposed of before mowing to avoid shredding and/or damage to persons or property from flying debris.

Mowing shall be done carefully so as not to “bark” trees or scrubs, intrude into ground cover Beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.

B. String Trimming: Grass shall be trimmed during or as an immediate operation following mowing. Grass will be trimmed at the same height as adjacent turf is mowed. Particular attention shall be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

C. Edging: Mechanical edging of all turf edges, sidewalks, curbs and parking lots, planted areas and tree rings will be done during or as an immediate operation following mowing. Edging is required with each mowing.

D. Blowing: Grass clippings or debris caused by mowing, trimming, edging shall be immediately removed from adjacent walks, curbs, planted areas, and roadway areas on the same day as turf is mowed, trimmed, or edged. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent property.

E. Contractors: Contractors are responsible for providing all safety gear, equipment and maintenance personnel. Contractors are responsible for following all OSHA requirements for safe equipment use and operation when performing any contract services.

F. Litter and Debris Removal: Litter and debris removal shall apply to ALL areas. Litter to be removed includes but is not limited to paper, glass, trash, undesirable materials, dead vegetation or debris (unauthorized paper signs), etc., deposited or blown onto the sites. Palm fronds and tree limbs shall also be removed or placed at a location approved by the School District, or his/her expressly appointed designee, for collection. Placement of debris in any other location will be a violation of contract specifications.

G. Irrigation Systems: Contractor is responsible for repairing damage to the School Districts irrigation system caused by their equipment. Contractor is responsible for notifying the maintenance department of water breaks and or if a system is not operating properly.

H. For identification purposes, all maintenance vehicles and personnel shall have contractor name and/or logo displayed prominently.

I. Special attention shall be given to all contract areas prior to holidays and/or School District events. Weather conditions and holidays are not valid reasons for failure to complete required maintenance duties.

J. Contractor shall schedule mowing time so as not to interfere with scheduled uses of Hendry County School Board property including but not limited to sport team practice, athletic games, parties, and special events.

VENDOR REGISTRATION: Prior to any purchase orders being issued for payment all Vendors are required to submit a completed W-9 and a vendor application via the following link:

<https://www.hendry-schools.org/Page/7640>

New E-Verify requirements

- A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Firms shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
 - 1. As of January 1, 2021, Firms shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - 2. Subcontractors shall provide firm with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - 3. Firms shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate this Agreement at its sole discretion. Firm may be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to, higher costs for the same services.
- D. It is the responsibility of the vendor to insure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website <http://www.uscis.gov/e-verify> and follow the instructions. The employer must retain the I-9 Forms for inspection.

REFERENCES: The District School Board of Hendry County reserves the right to conduct reference checks for firms at any stage of the selection process. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or its ability to successfully perform the contract to be executed based on this ITB, the District may, at its sole discretion, determine that the firm is not qualified to perform the contract and deem the firm not eligible for further consideration. The District also reserves the right to check references from others not identified by the firm.

A bid proposal will be considered a firm offer and cannot be withdrawn succeeding the Bid opening without the consent of The Board for a period of sixty (60) days. The Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Bid proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department no later than the due date listed in the Event Details listed above. All bid proposals received after the designated cut off time will not be considered and returned unopened.

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the respondent's proposal.

Reservations: The Hendry County School Board reserves the right to reject any and all proposals, to negotiate changes in the new scope of work or services to be provided, and to otherwise waive any technicalities or informalities.

The Hendry County School District reserves the right to terminate any contract resulting from this Invitation to Bid upon thirty (30) days written notice.

Right of Protest: Failure to file a protest within the time prescribed in Florida Statutes, Section 120.53 (5), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the vendor(s) to ensure all information is reviewed and completed prior to submitting a response.

The District reserves the right to waive minor informalities in any Bid, to accept any Bid which they consider to be in the best public interest, and to reject any part of, or any and all Bids. Failure to read or comply with the terms and conditions in no way relieves vendor(s) from their liabilities arising hereunder. Solicitations cannot be withdrawn prior to Board approval without a valid written explanation from the bidder and written consent of the Director of Operations.

NO PHONE CALLS PLEASE. Request for information shall be in writing only – refer all written requests to Mr. Tony Busin at busina@hendry-schools.net and Mrs. Lynn Willis at willisg@hendry-schools.net.

Respectfully,

Mr. Tony Busin
Director of Facilities

ITB 23-00020
GRASS MOWING SERVICES
PROPOSAL SUBMITTAL FORM

Bid proposals received timely will be opened, tabulated and evaluated in the Hendry County School District's Purchasing Department and will then be presented to The School Board for action during a scheduled meeting.

A bid proposal will be considered a firm offer and cannot be withdrawn succeeding the Bid opening without the consent of The School Board for a period of sixty (60) days. The School Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Bid Proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department at the given address in this proposal by the date and time listed on the proposal. All bid proposals received after the designated cut-off time will not be considered and returned unopened.

I/We hereby certify that I/we have carefully read all instructions pertaining to this Request for Proposal and that my/our proposal complies, without exception, with all instructions and specifications.

Company Name

Signed Authorized Representative

Printed Name

Title

Date

Address City State Zip Code

Contact Numbers: _____

Email Address: _____

EXHIBIT "A" (SEE ATTACHED MAPS)

PROPOSAL BID FORM

	LOCATION	ADDRESS	PRICING
1	*Clewiston High School Field House (Please see below actual football field only)	1502 S. Francisco Street, Clewiston, Florida	
2	Eastside Elementary School	201 W. Arroyo Ave, Clewiston Florida	
3	Westside Elementary School	205 W. Arroyo Ave, Clewiston Florida	
4	Central Elementary School	1000 S. Deane Duff Clewiston, Florida	
5.	Clewiston Sub-Office	475 E. Osceola Ave Clewiston, Florida	
6.	*Cane Football Field (Please see below actual football field only)	601 W. Pasadena Ave Clewiston, Florida	
		Total Lump Sum Price =	

*The actual football fields need to be mowed with reel mowers that Hendry County will/can provide and maintain. If Hendry County reel mowers are used they need to be cleaned after every time the fields are mowed and any problems with the mowers need to be reported to the Hendry County Schools as soon as possible as a problem occurs. The height of the cut on the fields will be determined by the athletic director.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

DATED: _____



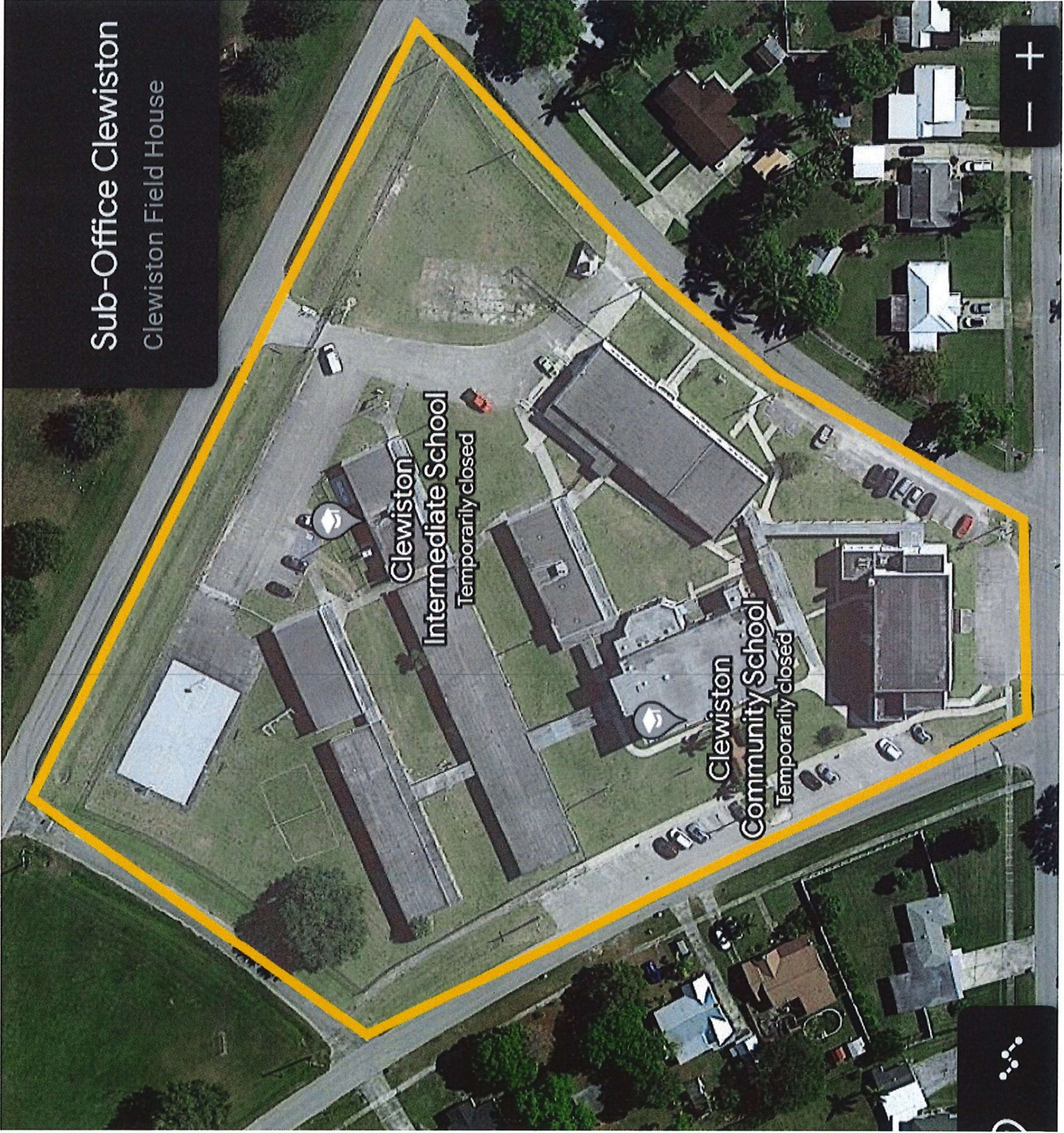
Clewiston Middle School – Cane Football Field

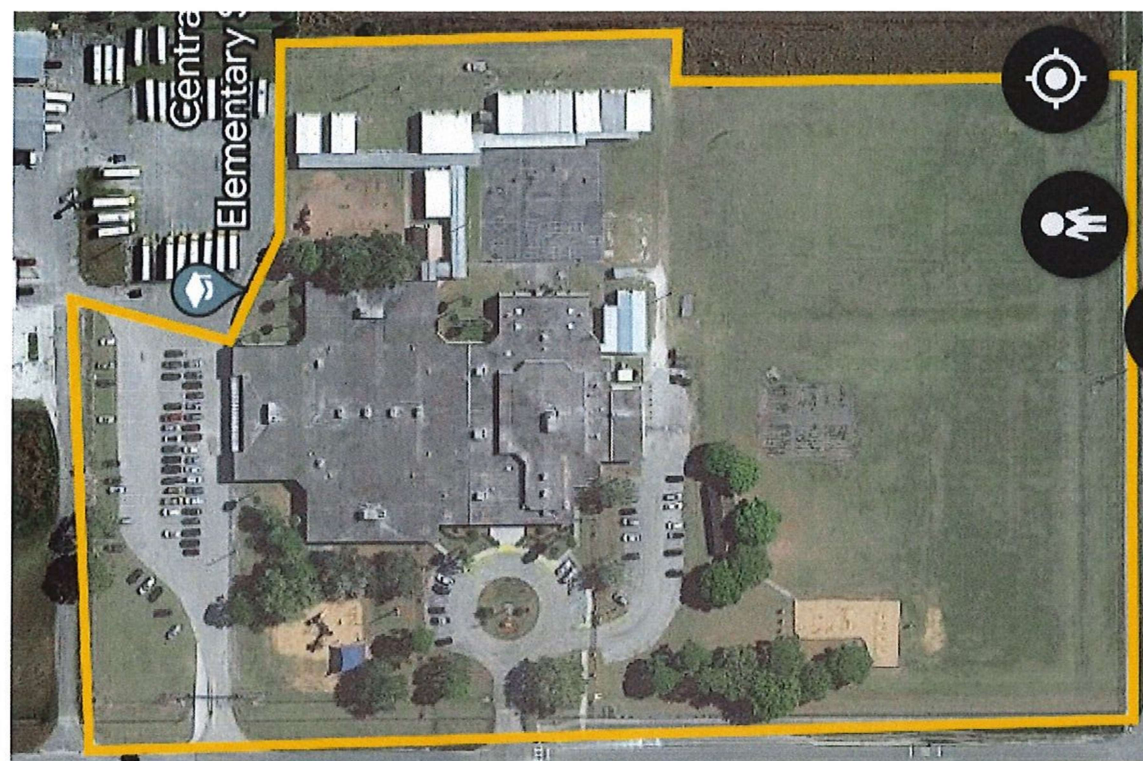
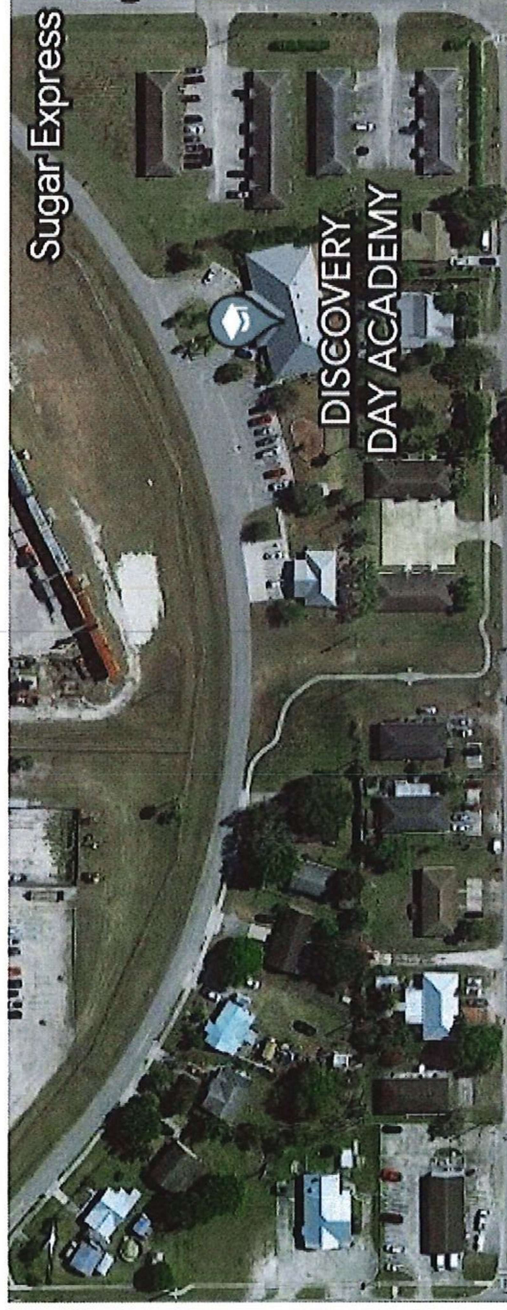
Sub-Office Clewiston

Clewiston Field House

Clewiston
Intermediate School
Temporarily closed

Clewiston
Community School
Temporarily closed





3D



Clewiston High School Field House

Attachment A – Insurance Requirements Form

Hendry County School District

X 1. Workers' Compensation – Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limit and Requirements. Policy must include Employers Liability with a limit of \$500,000 per incident.

X 2. Commercial General Liability – Bodily Injury & Property Damage - \$1,000,000 Single limit per occurrence.

X 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The Hendry County School District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The Hendry County School District by an employee of the named Contractor/Vendor, any

Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The Hendry County School District.

X 4. Automobile Insurance – Owned, non-owned, hired - \$1,000,000 Each occurrence.

X 5. Professional Liability \$1,000,000

X 6. Vendor shall insure that any and all subcontractors comply with the same insurance requirements as outlined above.

X 7. The Hendry County School District must be named as Additional Insured on the insurance certificate for all coverages, except Workers' Compensation and Professional Liability.

X 8. The Hendry County School District shall be named as the Certificate Holder to read as follows:

The School District of Hendry County, Florida
Financial Services

P.O. Box 1980
Labelle, Florida 33975

X 9. Thirty (30) days cancellation notice is required.

X 10. The Certificate must state the BID Number and Title.
Insurance Requirements Continued

CERTIFICATION:

I/We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the proposal. The Hendry County School District must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The Hendry County School District desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ Yes _____ No

Bidder Signature

Bidder Name

Bidder Title

Attachment B – Debarment Form

Hendry County School District

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.

1. By signing and submitting this bid/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 bid 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," "bid," and "voluntarily excluded," 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 bid is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this bid 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 originated.
 6. The prospective lower tier participant further agrees by submitting this bid 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 No Procurement 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 transactions 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: The prospective lower tier participant certifies by submission of this bid/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 and Federal department or agency. Where the prospective lower tier participant is unable to certify any

of the statements in this certification, such prospective participant must attach an explanation.

Bidder Signature: _____
Bidder Name:

Bidder Title:

Attachment C – Drug Free Workplace

Hendry County School District

The undersigned bidder, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(name of business)

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, 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 proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 Paragraphs 1 thru 5.

I certify that this business, named above, complies fully with the above requirements.

Authorized Officer Signature

Date

Name
Title

Attachment D – Public Entities Crime Form
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, PUBLIC
ENTITY CRIMES

Hendry County School District

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted by

(name of entity) who business address is

and
Federal Employer ID Number (FEIN), if applicable, is
_____. If the entity has no FEIN, you must include
the social security number of the individual signing this sworn statement.

My name is _____ and my
relationship to the
_____ (print name of individual signing)
entity above is _____.

I understand that a public entity crime, as defined in Florida Statute 287.133(1)(g) means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment

or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

Authorized Officer Signature

Date

Name

Title

State of _____

County of _____

_____ Appeared in person before me, who is personally known to me or provided the following identification _____, affixed his/her signature in the space provided above on this _____ day of _____, 20____. NOTARY PUBLIC
My commission expires

Attachment E – Scrutinized Company Certification

Hendry County School District

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized

Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Name of Company

Authorized Officer Signature

Date

Name _____ Title _____