



**Director of Facilities, Maintenance & Transportation
Anthony Busin**

Hendry County School District
Invitation to Bid
for
Grass Mowing Services

Mr. Tony Busin
Director of Operations
Hendry County Schools
busina@hendry-schools.net

To all interested Parties:

You are hereby invited by the Hendry County School Board to respond to the following: ITB 25-00030 Grass Mowing Services.

This document is intended to provide specific information regarding the solicitation. Information specific to this solicitation can be provided by Mr. Tony Busin at busina@hendry-schools.net.

Event Details	ITB Issue Date: Monday, July 22, 2024. Questions about the ITB due no later than: Monday, August 5, 2024 by 3:00 p.m. EST. Bids Due: Monday, August 12, 2024 by 3:00 p.m. EST. A Public Bid Opening will be on Wed, August 14, 2024 at 10:00 a.m. EST at the Purchasing Dept. 111 Curry Street, LaBelle, FL 33935.
Questions	Questions shall be addressed to Mr. Tony Busin, Director of Operations at busina@hendry-schools.net , and Mrs. Lynn Willis, Procurement Specialist at willisg@hendry-schools.net .

Attachments	Vendor(s) must read all attachments and return applicable documents with their submittal.
Line Items	Vendors(s) will provide pricing, discounts and any other information requested.
Response Submission	<p>Vendors are required to submit the following documents, complete in their entirety.</p> <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 with the State of Florida (can provide copy of Sunbiz web page) 4. Minimum of three (3) client references. 5. Completed and signed Proposal Submittal Form. 6. Completed and signed Detailed Price Proposal Form. 7. Addenda(s) signed and dated if issued. 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) 13. Foreign Country of Concern Attestation (attachment F) 14. Vendor Affirmation Regarding the Use of Coercion for Labor and Services (attachment G)
Response Instructions	<p>Vendors shall submit four (4) hard copies of their proposals and one electronic copy on USB flash drive via mail to:</p> <p>Hendry County School District Finance Department Attn: Lynn Willis 111 Curry Street LaBelle, Florida 33935</p>

It is the responsibility of the vendor(s) to ensure all information is reviewed and completed prior to submitting a Bid.

VENDOR REGISTRATION: All Vendors are required to submit a vendor application and a current W-9 via the following link:

<https://www.hendryschools.org/departments/finance/purchasing-dept/vendor-application>

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.

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.

C. 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.

Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):

Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Secretary of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C.

3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Subcontractors on Public Building or Public Work financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Vendor, certifies that it is, and will continue for the term of the contract, to be in compliance with 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704).

No laborer or mechanic must be required to work in surroundings or under work conditions which are unsanitary, hazardous, or dangerous.

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) nonresponsive; any such bids will not be considered.

Section 1:

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 a maximum term of twelve (12) months with two additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

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.

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.

Subcontracting. Contractor shall not enter into any subcontracts for any of the work required by this Bid, or assign or transfer any of its interest in this Bid, without The Board's written consent. In addition to any other provisions The Board may require, Contractor shall include in any permitted subcontracts under this Bid a requirement that the subcontractor be bound by this Bid as if subcontractor were Contractor. The Board's consent to any subcontract under this Bid shall not relieve Contractor of any of its duties or obligations under this Bid. Moreover, approval by The Board of a subcontract shall not result in any obligations or liabilities to the District in addition to those set forth in this Bid, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

Performance and Payment Bonds (If Required)

A. For Projects Costing Less than \$200,000.

In order to encourage participation in construction, remodeling, and renovation projects by small, woman-owned, and minority-owned businesses, no bid security or performance or payment bond shall be required for bids in an amount less than \$200,000, unless it is determined necessary by the Superintendent. If bonds are required, the information will be specified in the project documentation and the provisions of subsection B below will apply.

B. For Projects Costing \$200,000 or Greater

Bonds may be required as specified in the bids for construction, remodeling, and renovation of District facilities. Bids must be accompanied by a Bid Security meeting the following requirements for Bids \$200,000 or greater:

1. Bid security shall be a certified check, cashier's check, Treasurer's check, bank draft, or Bid Bond acceptable to the Board in a form and manner that is acceptable to the Board.
2. Should the accepted Bidder refuse to enter into the contract or fail to furnish Performance, Materials and Payment bonds, the amount of the Bid security may be forfeited to the District.

The accepted Bidder must deliver Performance and Payment bonds equal to the contract price, no later than the date of execution of the contract or the first request for payment under the contract, whichever is first. Bonds must be issued by Surety companies admitted to do business in the State of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds.

Certified Copy of Recorded Bond

Before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the Board, if required, a certified copy of the recorded Bond. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the Board may not make a payment to the Contractor until the Contractor has complied with this paragraph.

A Bid proposal will be considered a firm offer and cannot be withdrawn succeeding the Bid opening without the consent of the 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 Bid.

Reservations: The Hendry County School Board reserves the right to reject any and all Bids, 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 proposer and written consent of the Director of Operations.

NO PHONE CALLS PLEASE. Requests 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 Operations

ITB 25-00030
GRASS MOWING SERVICES
BID SUBMITTAL FORM

Bids received timely will be opened, tabulated and evaluated in the Hendry County School District's Purchasing Department. An Intention to Award document will be posted at www.hendry-schools.org prior to the Hendry County School Board's scheduled meeting and if the Bid is awarded during that meeting an Award letter will be sent to the selected vendor.

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 Invitation to Bid 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 Invitation to Bid and that my/our Bid complies, without exception, with all instructions and specifications.

Company Name

Signed Authorization Representative	Printed name of Representative
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Title of Representative	Date
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Address	City	State	Zip Code
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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 =	

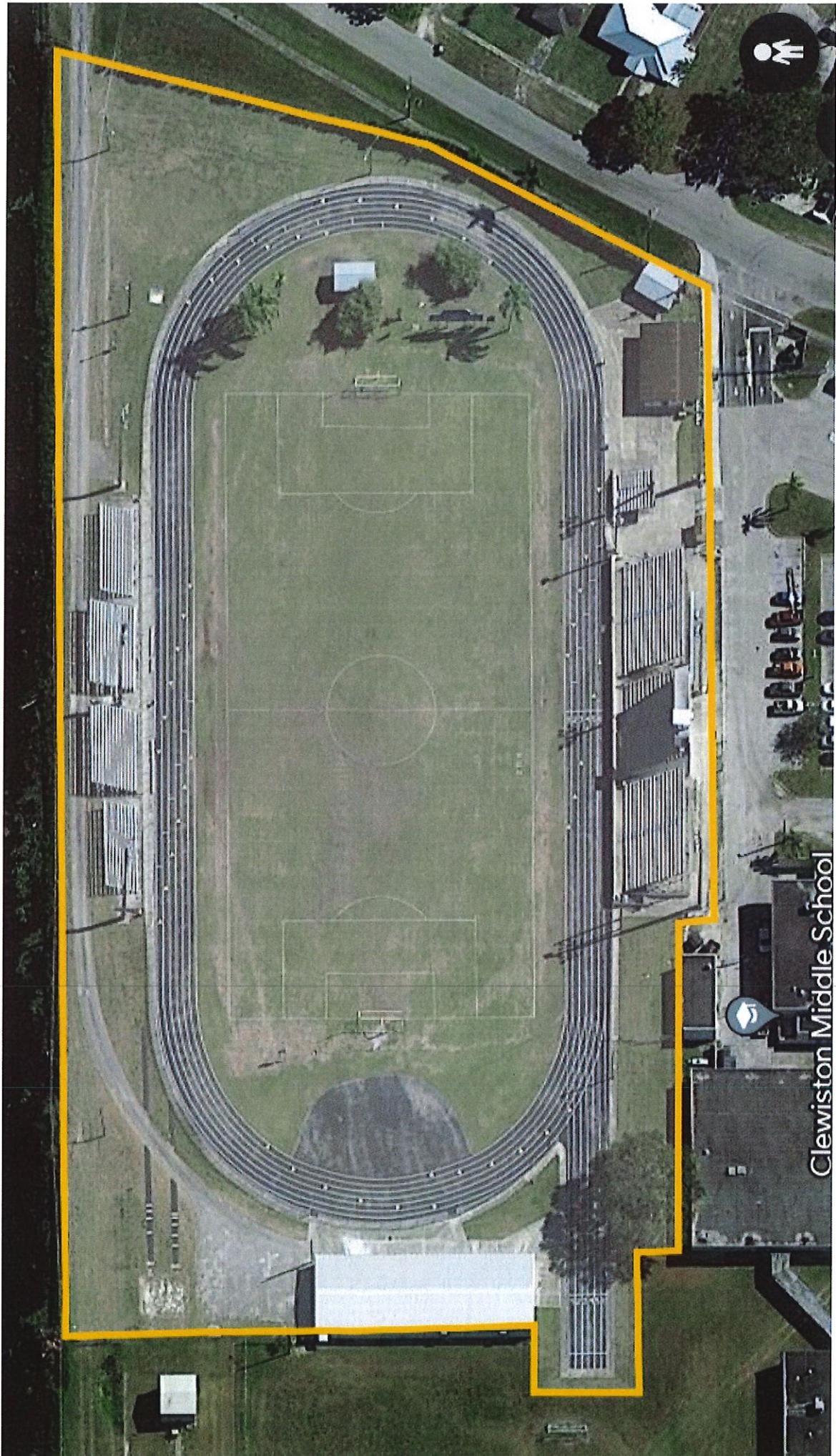
*The actual football fields need to be mowed with reel mowers that Hendry County will/can provide and maintain. If Hendry County reel mowers are used they need to be cleaned after every time the fields are mowed and any problems with the mowers need to be reported to the Hendry County Schools as soon 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: _____

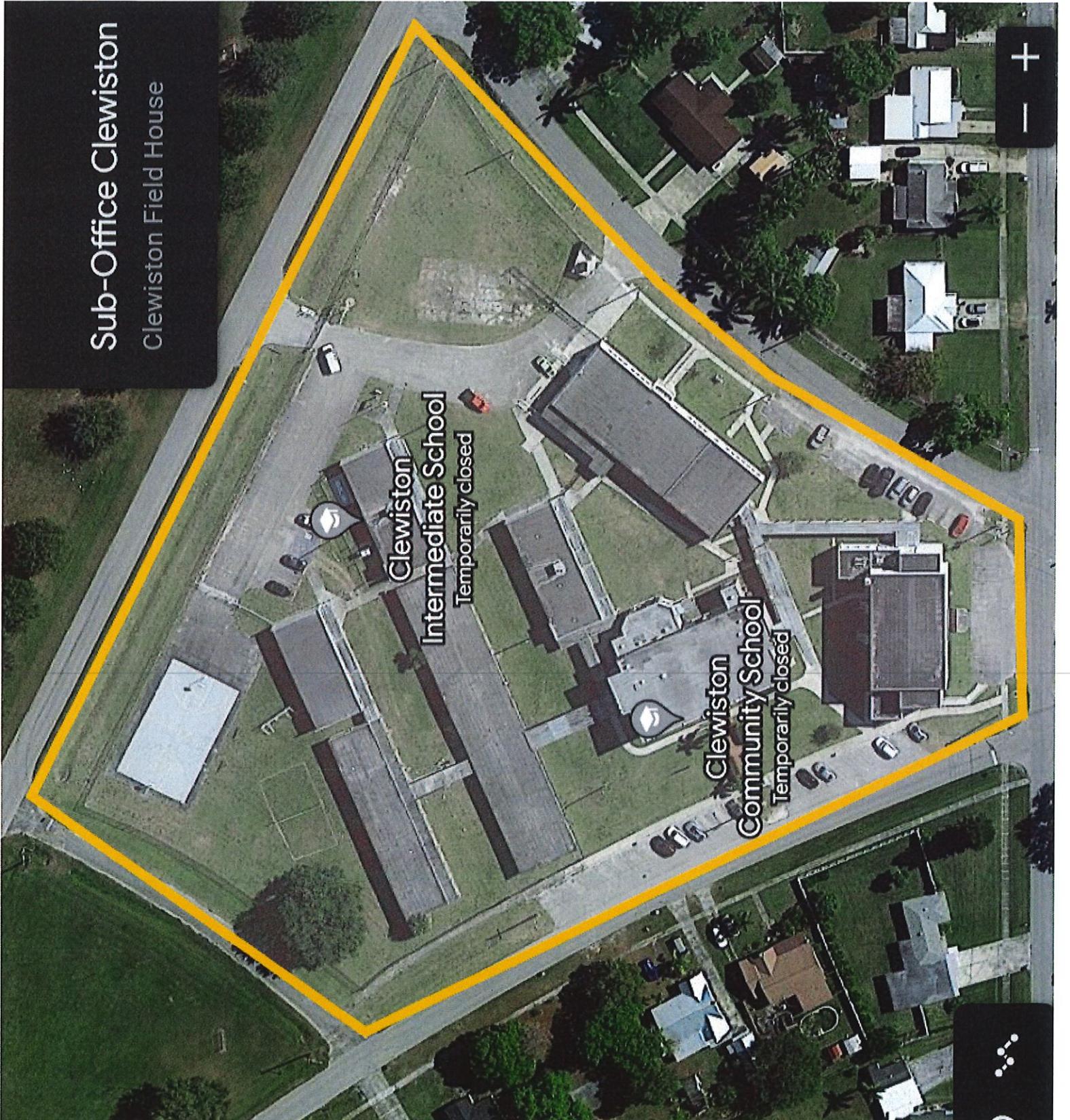


Clewiston Middle School



Sub-Office Clewiston

Clewiston Field House



Clewiston Intermediate School
Temporarily closed

Clewiston Community School
Temporarily closed



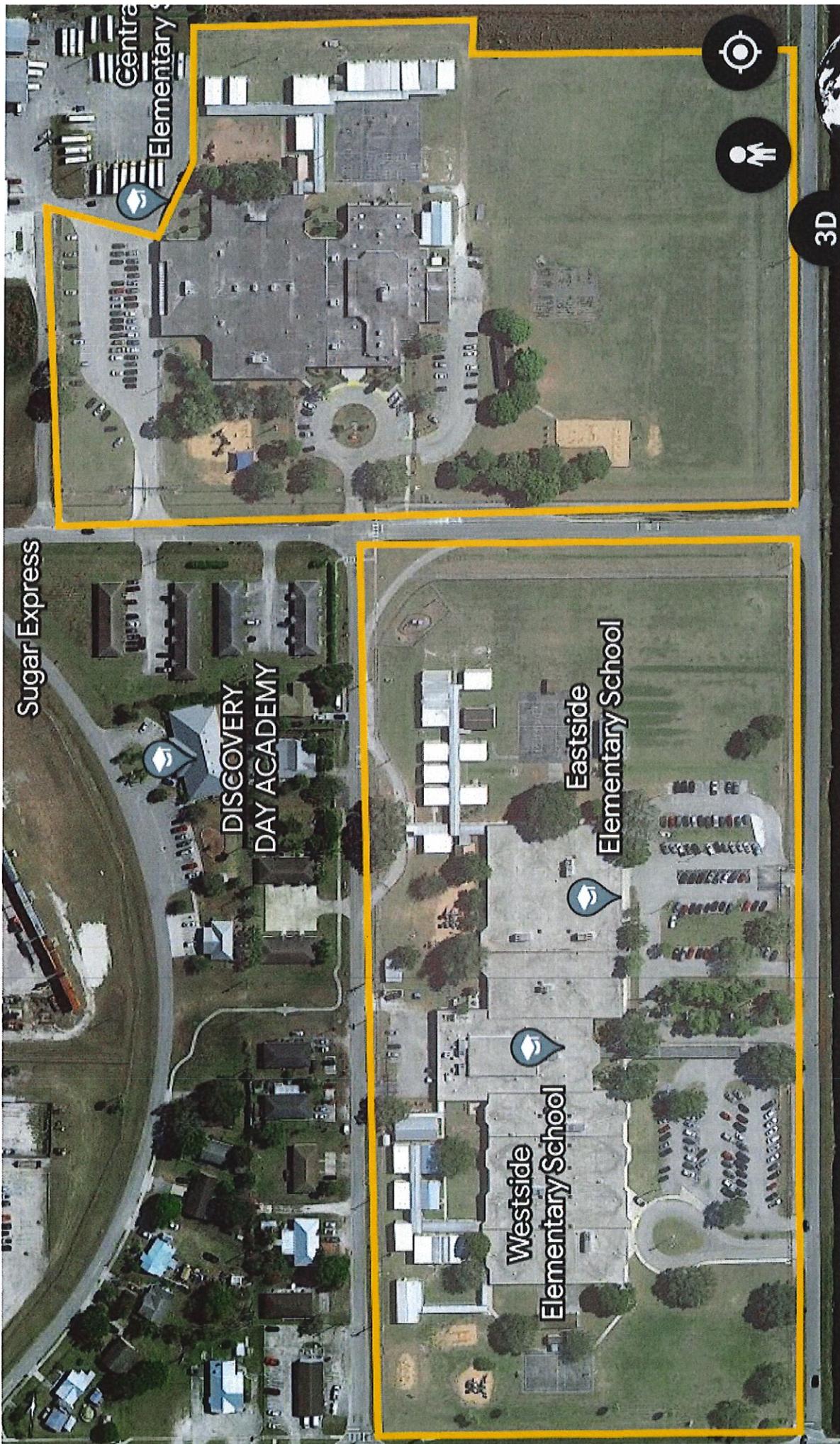
Sugar Express

DISCOVERY
DAY ACADEMY

Westside
Elementary School

Eastside
Elementary School

Central
Elementary School



3D



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.

 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

ATTACHMENT F

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Government Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F. A. C.

_____ (name of vendor) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT G

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernment entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Hendry County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s.893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative