



Hendry County School District

Hendry County School District
Request for Proposals
For
Affordable Employee Housing

Tony Busin
Director of Facilities
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:

- **Request for Employee Housing Proposals, RFP 25-00031**

The Hendry County School District is requesting written proposals from qualified developers for the construction of HCSB housing units on district owned properties in Hendry County, Florida.

Request for Employee Housing Proposal	
Event Details	Issue Date: Thurs., August 1, 2024. Questions about RFP due not later than: Mon., Sept. 9, 2024 by 3:00 p.m. EST. Proposals due no later than: Wed., Sept. 11, 2024 by 3:00 p.m. EST. Public Bid Opening: Thurs., Sept. 12, 2024 at 10:00 a.m. EST at the Purchasing Dept. 111 Curry St., LaBelle, FL 33935.
Questions	Questions shall be addressed to Tony Busin, Director of Facilities at busina@hendry-schools.net and Lynn Willis, Procurement Specialist willisg@hendry-schools.net .
Responses	Vendor(s) must read all responses and return applicable documents with their submittal.
Line Items	Vendor(s) will input pricing, discounts, and any other information requested.
Response Requirements	Please respond, but do not limit your responses, to the following. Proposals must be responsive to the requirements and questions of the Request for Proposals:

Hendry County School District
Request for Proposal RFP25-00031
Affordable Employee Housing

	1) Company name and length of time in business. 2) Company location including complete physical address. Only companies within a 100-mile radius of the District School Board of Hendry County will be considered for this proposal. 3) Letter of interest typed on company letterhead and signed by the construction manager, investor, or realtor in charge of the proposal. 4) Availability of time ASAP. 5) Minimum of three (3) client references. 6) Copies of the company's most recent financial statements, preferably a certified audit of the last available fiscal year or their most recent tax return and balance sheet. 7) A list of all lawsuits within the most recent five (5) years to which the company has been a party to and the status of each case. 8) Business licensure within the State of Florida (can provide a copy from Sunbiz website). 9) Addenda(s) signed and dated, if applicable. 10) Insurance Requirements form, Attachment A. 11) Debarment form, Attachment B. 12) Drug Free Workplace form, Attachment C. 13) Public Entities Crime form, Attachment D. 14) Scrutinized Company Certification, Attachment E. 15) Foreign Country of Concern Attestation, Attachment F. 16) Vendor Affidavit Regarding the Use of Coercion for Labor and Service, Attachment G
Response Instructions	Vendors shall submit three (3) hard copies of their proposal and one electronic copy on a USB flash drive via mail to: • Hendry County School District Finance Department Attention: Lynn Willis 111 Curry Street LaBelle, FL 33935

Registration

All vendors are required to submit a completed [W-9 and a vendor application](#) via the following link: <https://www.hendry-schools.org>.

Scope of Work

I. Purpose

The Hendry County School District (HCSD) is interested in soliciting sealed proposals from qualified developers with sufficient experience and capacity to design, build, finance, and manage affordable employee housing at sites owned by the Hendry County School Board in LaBelle and Clewiston. Other Hendry County School Board properties could possibly be leveraged for the cost of the housing projects.

Attachment A. The Project will consist of as many affordable housing units that can be constructed on the current property, with the ability to lease primarily to HCSD Employees. Please see the below project description for vacant Hendry County School Board properties.

II. Project Overview

HCSD desires to contract with a qualified developer to design, build, and manage as many units that can be built for affordable employee housing units at the Board of Public Instruction properties. The selected developer shall be expected to independently finance the design and construction of the project, in addition to providing property management and tenant leasing services for the completed development.

HCSD specifically seeks a qualified developer with the capacity to independently finance design and construction of the project in a manner that allows for HCSD employees to be given preference and priority in the leasing of completed housing units to prospective tenants. Applicants are encouraged to propose project budgets that utilize a variety of funding sources, but should consider the impact each source of funding may have on their ability to provide preference in leasing to the employees of HCSD. It is anticipated that the selected developer will recoup development costs through collection of leasing revenues realized from the completed project. Therefore, applicants will be evaluated in large part on their ability to provide a feasible budget for the project that minimizes expected financial contribution to the project by HCSD.

The selected developer will enter into an agreement with HCSD to lease the Board of Public Instruction's property for term of no more than 15 years (the 'Lease' 15 years. These terms are negotiable if necessary. During the lease term, the selected developer shall be required to construct and manage a multifamily apartment complex leased primarily to employees of the Hendry County School District. The rates may be negotiated with the Hendry County School Board, but must be affordable¹ as defined herein.

¹ Affordable housing is generally defined as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities.

The project will require planning, approval, and permits from Hendry County. The Board of Public Instruction's properties is currently subject to those zoning restrictions applicable to Hendry County. With the exception of obtaining Building Permit Allocation System ("BPAS") units, the selected developer will be fully responsible for securing all required approvals for the project, including but not limited to planning permissions, letters of coordination, building permits, and other required pre-construction activities.

III. Project Description

A. General

1. Properties -

Johnson Quarters Properties

1 34 43 07 030 0001-003.0	2120 W US HWY 27	.940 Acres
1 34 43 07 030 0002-001.0	2004 W US HWY 27	.580 Acres
1 34 43 07 030 0003-002.0	2125 Second Street	10.720 Acres
1 34 43 07 A00 0003.0000	2002 W US HWY 27	.010 Acres

Raintree Properties

4 29 43 10 070 000A-001.0	NC SW Raintree Blvd.	15.090 Acres
4 29 43 10 080 000A-001.0	NC SE Raintree Blvd.	15.650 Acres
4 29 43 10 030 000B-001.0	SE Eucalyptus Blvd.	15.050 Acres

Banyan Villages

4 29 43 10 100 000B-001.0	SW Banyan Blvd.	7.760 Acres
4 29 43 10 120 000B-001.0	SE Banyan Blvd.	12.000 Acres

The property will be offered to the selected developer "as is". Any site preparation or environmental remediation required for completion of the project will be the sole responsibility of the selected developer.

2. Lease -

Upon award of this RFP, HCSD intends to negotiate a ground lease with the selected developer for (2) two properties (the 'Lease') for purposes of constructing and managing the project. The project will consist of a location in Clewiston and a location in LaBelle. While preferred, the selected developer will not be required to complete the project for both locations and if necessary, more than one developer may be selected. The Lease shall be for a term of no more than 15 years from the effective date and shall allow for construction of the project and management of the completed development as the sole permissible uses of the (2) two properties, unless otherwise agreed upon by the parties and approved by the Hendry County School Board. The Lease shall require the developer to maintain and manage of the leased

property, and to collect rental revenues from the completed project, as agreed upon by HCSD, subject to developer's continued compliance with the terms of the agreement.

3. Development –

The selected developer will construct a maximum number of affordable employee housing units between both the LaBelle and Clewiston locations. Applicants must include, in their proposal, a conceptual design for housing units to be built.

4. Rental Rates –

The selected developer must be able to provide preference in the leasing of units to employees of the Hendry County School District. The selected developer shall be required to rent completed housing units to eligible tenants at agreed upon rates in accordance with those income designations assigned to each housing unit as detailed above.

B. Project Goals

1. Engage with a developer(s) experienced in the financing and development of affordable employee housing and with demonstrated experience and capacity to design, build, finance, and manage the completed project.
2. Maximize the total number of housing units to be constructed on the Board of Public Instruction properties in a manner that accounts for site aesthetics and resident satisfaction, including on-site community.
3. Eliminate direct financial cost of the project and zero cost for HCSD.
4. Provide preference in leasing of completed housing units to HCSD employees at an affordable rental rate as defined herein..
5. Retain HCSD ownership of the Board of Public Instruction properties and any improvements made thereto by the selected developer upon expiration of the Lease.

C. Included Developer Responsibilities

Preference in award will be given to applicants who demonstrate an ability to independently fund full project costs with no financial contribution by HCSD. An option considered by HCSD will be selling portions of district owned properties to the selected developer for other uses the selected developer deems appropriate. The district will also consider permitting the selected developer to retain title to some of the remaining surplus properties as negotiated and agreed upon by Hendry County School Board.

1. Pre-Construction –

The selected developer will engage and consult with HCSD and Hendry County School Board on pre-construction project planning including preparation of a schedule for completion of the project and preparation of site, architectural, structural, mechanical, plumbing, and electrical design plans. The selected developer will obtain all required permits from Hendry County and other agencies which will include payment of applicable fees.

2. Development –

The selected developer will provide all construction administration services required to ensure completed development of up to as many units for affordable employee housing units which will include utilities, infrastructure, and other appurtenances necessary for the completion of the project. Applicants must delineate the development activities proposed for each phase of the project including the total number of housing units to be constructed during each phase and all utilities and infrastructure required to service housing units.

All construction shall be completed in compliance with the Florida Building Code and all other applicable State and Local codes. The selected developer will be expected to provide and manage all construction activities necessary to complete the project in a manner resulting in a finished, fully usable multifamily apartment complex in compliance with the HCSD approved design.

The selected developer, as a design builder, will be the sole responsible source for total project compliance and construction related performance and will hold all contracts with design professionals, testing and inspection services, trade contractors, and suppliers.

3. Marketing Plan

The selected developer will provide a marketing plan to rent available housing units to eligible tenants meeting the income criteria set by the Hendry County School Board. The selected developer will be expected to adopt procedures to ensure that available units are rented only to employees of HCSD.

4. Management

The selected developer will provide, directly or by contracting with a third-party approved by the Hendry County School Board, property management services to the completed project for the full duration of the lease term. Such services will include at a minimum, leasing operations, property upkeep; building maintenance; and provision of resident services.

IV Eligibility to Bid

- A.** Eligible applicants to this request for proposals may include one entity or a team of several entities, including any of the following: for-profit or non-profit housing developers, joint ventures, residential services providers, or other similar service agencies. Applicants that consist of several entities should include a lead entity which has demonstrated experience and capacity in the development and management of affordable housing, and which has completed other affordable housing projects of similar size, scope, and complexity within the past ten (10) years. Each applicant responding to this RFP must have direct successful experience with at least three (3) of the following:
- Design and construction of affordable housing projects utilizing tax-credit financing, or other Federal, State, or municipal financing sources;
 - Successfully applying for and closing on low-income housing tax credits, or other affordable housing grant programs, including but not limited to SAIL, SHIP, HOME, and other financing programs administered by the Florida Housing Finance Corporation;
 - Site preparation and infrastructure development for residential housing projects;
 - Redevelopment or revitalization of residential neighborhoods;
 - Real estate development and financing strategies which maximize utilization of public funds and resources;
 - Management of multi-family residential housing, including property maintenance and tenant leasing operation;
- B.** To be eligible for consideration under this request for proposals, applicants must meet the following conditions:
- Licenses and Certifications: Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s), and license(s) to perform the work outlined within and in accordance with all applicable Florida Statutes, ordinances, regulations and board policies.
 - Insurance: Proposers must provide evidence of insurance coverages in the amounts specified under the section titled INSURANCE below, as well as possess the ability to have HCSD named as an additional insured, if awarded.
 - Debarment: Pursuant to School Board policy, Contractor Debarment Procedures, debarred contractors are excluded from conducting business with the board as agents, representatives, partners, and associates of other contractors, subcontractors, or individual sureties.
 - Terminated Contracts with HCSD: Any entity or individual whose contract or agreement has been terminated by the board within three (3) years of the RFP response due date, with cause, will not be considered under this bid.
 - Convictions: Pursuant to Chapter §287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a

Hendry County School District
Request for Proposal RFP25-00031
Affordable Employee Housing

public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to the 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 Section §287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- **Staffing:**
 - i. Supervision – Vendor management is solely responsible for performance and discipline of its employees.
 - ii. Subcontracting – The applicant is to be the primary service provider and shall perform the work describe in this specification with their employees. Any subcontractors to be used on this project must be documented in your proposal along with a copy of their license and insurance.
 - iii. Fraternalization – The selected developer, and its officers, employees, and other personnel, including material suppliers who are engaged in activities encompassed by this agreement are strictly forbidden from participating in any manner and form of interaction with students of Hendry County Schools. Violation of this provision may result in the removal of the individuals involved from the school site and prohibition from working there again.

Evaluation Criteria and Scoring

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluation with associated weighting. One developer will be selected for this RFP.

Evaluation Criteria	Points Awarded
Ability of developer to meet or exceed the requirements defined in the RFP	0-25 points
Experience, qualifications, and references provided	0-25 points
Knowledge of local Real Estate Market	0-20 points
Price proposal	0-20 points
Responsiveness to RFP	0-10 points
Total	100 points

Proposals impact to the HCSB employee housing, need 50 points.

Hendry County School District
Request for Proposal RFP25-00031
Affordable Employee Housing

The Hendry County School District accepts no responsibility for any expenses incurred by the developer offering their services to the county in the preparation of a response to the request for proposals. The Hendry County School District will rank the developer and then conduct competitive negotiations consist with Section §287.005 Florida Statutes.

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 form, enclosed in a sealed envelope and returned to the Purchasing Department no later than the due date listed on the event details above. All bid proposals received after the designed cut-off time will not be considered and will be 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 request for proposals upon thirty (30) days written notice.

Right of Protest

Failure to file a protest within the time prescribed in Section §120.53(5) Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Method of Selection

Proposals will be reviewed and evaluated by Hendry Count Schools personnel who will recommend a ranking of the developers to the Hendry County School Board. Presentations may or may not be required. One Real Estate Brokerage Developer will be awarded this proposal. Upon acceptance of the recommendation by the Hendry County School Board, an award letter will be issued to the successful bidder.

A developer may be awarded an agreement to provide services for an initial period of one (1) year, and at the option of the parties, such an agreement may be renewed for one (1) additional one (1) year period; however, such terms may be negotiated by the parties.

Hendry County School District
Request for Proposal RFP25-00031
Affordable Employee Housing

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.

Prepared by: Mr. Tony Busin, Director of Facilities

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