INVITATION TO BID

Project: Invitation to Bid District Wide Facilities Maintenance Renovation & Specialized Trade Services
ITB No: ITB 27-005
Issue Date: November 6, 2026
Proposal Due Date: December 4, 2026 at 2:00 p.m. ET
Public Opening: December 4, 2026 at 2:00 p.m. ET
Issuing Department: Facilities and Maintenance

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1. INTRODUCTION

1.1. Purpose

The Hendry County School District is issuing this formal Invitation to Bid (ITB) to establish an annual, term-based trade contract for as-needed facility maintenance, minor renovations, painting, flooring, pressure washing, plumbing, tree services, general structural repairs, fencing, concrete, asphalt, and commercial roofing across all eleven (11) district school campuses and administrative facilities.

In compliance with Section 1010.04(1)(a), Florida Statutes, the District officially certifies that active State Term Contracts (F.S. 287.056) and Regional Consortium Service Organization agreements (F.S. 1001.451) were reviewed prior to issuing this solicitation. This competitive solicitation is conducted to secure specialized trade capacity and localized hourly response coverage.

Pursuant to Section 1010.04(5), Florida Statutes, the Hendry County School District will not request documentation of, consider, or give preference to a vendor based on the vendor's social, political, or ideological interests.

1.2. Minimum Qualifications

In order to be considered for tabulation, the bidders shall demonstrate sufficient capacity, resources and experience to provide complete professional facilities maintenance services as required by the District. Any bidder that fails to meet all of the following minimum criteria shall be noted as "non-responsive" and will not be evaluated/scored.

At a minimum, each bidder shall provide sufficient documentation to verify that:

a. Awarded contractors must possess the operational capacity to service multiple school facilities simultaneously. Bidders must certify that they maintain a dedicated Project Manager, core journeymen trade mechanics, and the capacity to deploy at least three (3) independent work crews across District sites concurrently during peak maintenance periods such as summer and winter breaks).

b. **STATUTORY LICENSURE REQUIREMENTS (F.S. CHAPTER 489)**

Bidders must hold an active, valid license issued by the Florida Department of Business and Professional Regulation (DBPR) Construction Industry Licensing Board or local licensing authority appropriate to each specific trade category bid:

- **Primary Construction / Structural Trades (General & Specialty Contractors):**
- **Trade Category 6 (Structural / Carpentry):** State Certified General Contractor (CGC), Certified Building Contractor (CBC), or Certified Residential Contractor (CRC).

- **Trade Category 8 (Concrete Construction & Masonry):** State Certified General Contractor (CGC) OR State Certified/Registered Specialty Masonry & Concrete Contractor.
- **Trade Category 9 (Asphalt Paving & Maintenance):** State Certified General Contractor (CGC), Underground Utility & Excavation Contractor (CUC), or valid Local Paving/Excavation Competency License.
- **Division II Certified Specialty Trades:**
- **Trade Category 4 (Plumbing):** State Certified or Registered Plumbing Contractor (CFC/RFC).
- **Trade Category 10 (Roofing):** State Certified or Registered Commercial Roofing Contractor (CCC/RCC).
- **Unlicensed / Local Specialty & Maintenance Trades:**
- **Trade Category 5 (Tree Services):** ISA Certified Arborist or Local Business Tax Receipt/Tree Service License.
- **All Other Maintenance Trades (Painting, Pressure Washing, Flooring, Fencing):** Valid County/Local Trade Competency License, Specialty Contractor License, or General Contractor License where required by applicable Florida Building Code and local ordinances.

c. Contractors must own or lease commercial-grade equipment required for execution of the selected trade that applies, including pressure washers (min. 3,000 PSI), high-reach boom lifts, tree removal and stump grinding machinery, floor grinding and carpet tools, TPO welders, concrete saws, and asphalt sealcoating rigs.

d. Bidders must carry minimum insurance coverage of $1,000,000 per occurrence / $2,000,000 general aggregate for Commercial General Liability, Statutory Workers' Compensation, and $1,000,000 Automobile Liability. For individual task work orders estimated over $100,000, 100% Performance and Payment

e. Bonds pursuant to F.S. 255.05 will be required.

f. Contractors must adhere to strict response windows based on work order classification:
• Emergency Repairs (Safety/Property Hazard): On-site response within four (4) hours of notice.
• On-site inspection and written cost estimate within three (3) business days.
• All disruptive noise or high-impact work must occur during non-instructional hours, evenings, weekends, or school breaks.
• Unexcused failure to complete an assigned work order by the agreed completion date shall result in liquidated damages of $100.00 per calendar day assessed against the contractor.

In compliance with Section 1010.04(1)(a), Florida Statutes, the District officially certifies that active Department of Management Services (DMS) State Term Contracts (F.S. 287.056) and Regional Consortium Service Organization agreements (F.S. 1001.451) were reviewed prior to issuing this solicitation. This competitive solicitation is conducted to secure dedicated trade capacity, localized hourly response coverage, and specialized trade expertise tailored to District facility requirements.

In accordance with Section 1013.46, Florida Statutes, and State Requirements for Educational Facilities (SREF) Section 4.1, any contractor awarded a construction, renovation, or structural repair task order that exceeds $300,000.00 must hold a valid

Certificate of Prequalification issued by the School Board of Hendry County prior to the issuance of a Notice to Proceed for that project. SREF prequalification is not a prerequisite to submitting an initial bid for term trade maintenance services under this ITB.

2. INSTRUCTIONS TO BIDDERS

2.1. Authorized HCSD Representative

A bidder's response to this Invitation to Bid (ITB) must be submitted via physical delivery (e.g., USPS, UPS, FedEx, or hand delivery). Any inquiries by a bidder during the ITB process must be submitted in writing to Procurement@hendry-schools.net. The Hendry County School District (HCSD) will consider only those inquiries submitted in writing to the Procurement Department on or before the time specified in Section 2.3, Proposed ITB Schedule.

HCSD Purchasing Website:

https://www.hendry-schools.org/departments/finance/purchasing-dept/current-bids

DemandStar:

https://www.demandstar.com/app/buyers/bids

Procurement Representative:

Brandynn Marroquin
Purchasing Department
Hendry County School District
111 Curry Street
LaBelle, Florida 33935
procurement@hendry-schools.net (863) 674-4100

2.2. Proposal Submission

Bids must be enclosed in a sealed envelope or package clearly marked with the ITB Number, ITB Title, and the Bidder's Name.

Hendry County School District
Finance Department
ATTN: Jason Adams & Brandynn Marroquin
111 Curry Street
LaBelle, Florida 33935

Proposals must be received no later than:

December 4, 2026 at 2:00 p.m. ET

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

Late proposals will not be accepted. Bidders

shall submit: hardcopy

- One (1) original proposal
- Two (2) copies
- One (1) digital copy on USB drive
- Addendum Acknowledgement Form (Page 30) must be signed, dated, and returned to acknowledge all posted addenda
- *Public Records Exemption:* If claiming statutory exemptions under F.S. 119, the bidder must include one (1) separately labeled "Public Records Exempt Copy" on the USB drive with all applicable redactions and statutory citations clearly applied.

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL**.

2.3. Proposed ITB Schedule

2.3.1. Listed below are the dates and time by which stated actions must be taken or completed. If HCSD determines, in its sole discretion, that it is necessary to change any of these dates and times, HCSD may issue an addendum to the ITB. All listed times are eastern standard times.

Date/Time	Action
November 6, 2026	ITB release date
November 17, 2026 10:00 A.M.	Mandatory Pre-Bid Conference Board Room, 475 E. Cowboy Way, LaBelle, FL 33935
November 20, 2026, 4:00 P.M.	Cut-off for Written Requests for Clarification and Technical Questions
November 24, 2026, 4:00 P.M.	Official Addenda Release
December 4, 2026, 2:00 P.M.	Proposal Due Date
December 4, 2026, 2:00 P.M.	Public Proposal Opening at HCSD Purchasing Department (111 Curry St. LaBelle, Florida 33935)
December 7, 2026 9:00 A.M.	Bid Tabulation at HCSD Purchasing Department (111 Curry St. LaBelle, Florida 33935)
December 15, 2026 5:00 P.M.	Recommendation to School Board
December 16, 2026	Anticipated Award

2.4. Proposal Inquiries

2.4.1. HCSD is not liable for interpretations, misinterpretations, or other errors or omissions made by the bidder in responding to this ITB. The bidder shall examine this ITB to determine if HCSD's terms, conditions, and requirements are clearly stated. If the bidder believes there are any terms, conditions, or requirements which remain unclear or which unduly restrict competition, the bidder must request, in writing, that HCSD clarify the provisions. Requests must identify the specific Section(s) and page number(s) in question.

Requests for clarification and technical questions to this ITB must be received by HCSD not later than the date shown in Section 2.3, entitled "Proposed ITB Schedule", for the submittal of written inquiries. The Bidders' failure to request clarification and submit questions by the date described above shall be considered to constitute the Bidders' acceptance of all of HCSD's terms and conditions and requirements. Requests for clarification: HCSD shall issue an addendum reflecting the questions and answers to this ITB, if any, which shall be posted to the district website and demand star.

2.4.2. Any inquiries from the Bidder concerning this ITB shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (procurement@hendry-schools.net) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Bidder who is submitting the inquiry. Questions **MAY NOT** be sent to any other employees.

2.4.3. Respondents are advised that a Cone of Silence is in effect for this solicitation pursuant to Board Policy 6324. From the date of public advertisement until the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award, respondents may not contact any employee, officer, or School Board Member of the Hendry County School District regarding this solicitation, except in writing to the authorized Purchasing Representative

Cone of Silence Acknowledgment (Board Policy 6324): [ ] ACKNOWLEDGED

Authorized Signature: _____

Printed Name & Title: _____ **Date** _____

2.5. Pre-Bid Meeting

Attendance at the Pre-Bid Conference scheduled **for November 17, 2026,** at **10:00 AM** EST is **MANDATORY**. Bids submitted by vendors who fail to physically attend and register on the sign in sheet at the mandatory pre-bid conference shall be deemed non-responsive and rejected.

2.6. Proposal Due Date and Opening Date

Proposals will be due and opened in the HCSD Finance Department located at 111 Curry Street, LaBelle, FL 33935 on the date and at the time shown in Section 2.3, "Proposed ITB Schedule". All timely submittals will be opened publicly to record the names of proposing firms submitting sealed bids pursuant to F.S. 119.071 and F.S. 286.0113. Please see Purchasing Department & DemandStar website for posted public meeting notice as specified in Section 2.1 Authorized HCSD Representative.

2.7. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties on the Hendry County School Purchasing Department website, and DemandStar
https://www.hendry-schools.org/departments/finance/purchasing-dept/current-bids
https://www.demandstar.com/app/buyers/bids

Board PO. 6326 - BID PROTEST (F.S. 120.57(3)

Any person who claims to be adversely affected by a proposed award of a bid, and who has standing to protest, may file a written notice of protest.

- **Protest of Solicitation Specifications:** A notice of protest regarding terms, conditions, or specifications contained in the ITB must be filed in writing within seventy-two (72) hours after the posting of the solicitation.
- **Protest of Intended Award:** A notice of protest regarding the Notice of Intended Decision must be filed in writing within seventy-two (72) hours after the time of the posting of the intended decision.

The notice of protest must be filed with the Chief Financial Officer (CFO). A formal written protest must be filed with the CFO within ten (10) calendar days after the date the initial notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based and shall be in petition form, as required by F.A.C. 28-110.004(2). Failure to file a notice of intent to protest, or failure to file a formal written protest within the times prescribed in F.S. 120.57(3), or failure to post the required bond, shall constitute a complete waiver of all protest rights and proceedings under F.S. Chapter 120.

(**Note:** Florida Statutes 120.57(3) and School Board Policy 6320 and 6326 contain the entire procedure for filing).

2.8. Proposal Validity Period

Any submitted bid shall remain a firm and valid offer for ninety (90) days after the bid opening date. If award is not made within ninety (90) days, a bid shall remain firm until either the Purchasing Department awards the contract or receives written notice from the bidder that the bid is withdrawn.

2.9. Disposition of Proposals

All proposals become the property of HCSD, and HCSD shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this ITB. Any parts of the proposal or any other material(s) submitted to HCSD with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Bidder wishes to mark items as confidential or exempt, the Bidder must also reference the specific law that allows the exemption. HCSD’s selection or rejection of a proposal will not affect this exemption

2.10. Economy of Presentation

HCSD is not liable for any costs incurred by a bidder in preparing or submitting a response to this ITB. No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any verbal discussions with any HCSD employee. Only written communications from the authorized HCSD representative identified in Section 2.1 shall be considered duly authorized expressions on behalf of HCSD.

2.11. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any HCSD employee. Only those communications that are in writing from the authorized HCSD representative identified in Section 2.1 of this ITB shall be considered as duly authorized expression on behalf of HCSD.

3. REQUIRED PROPOSAL FORMAT

The Bidder shall not alter the ITB in any way. The contract, if any, resulting from the ITB shall attach the entire ITB and incorporate the ITB by reference.

To facilitate analysis of its proposal, it is highly recommended that the Bidder prepare its proposal in accordance with the instructions outlined in the following section below. Required Submittal Forms Any document listed below that is not submitted with proposal will be cause for non-acceptance of the respective proposal and the proposal will be considered nonresponsive, subject to the Board’s right to waive any minor irregularities in any proposal and seek clarification of information submitted.

a. Required Response Form - signed

b. Pricing Schedule

c. All required documentation

Exceptions to any of Hendry County's terms and conditions may be cause for non-acceptance of your bid.

4. AWARD

In order to meet the needs of various departments/schools and in the best interest of the School District, an award shall be made to one (1) responsive, responsible bidder per scope of work. An award can be issued to one bidder for multiple scopes.

When services are needed for any project estimated to be over $3,000, the awarded vendor for that specific scope of work will be invited to provide a quote for that particular project. The vendor will be notified and given a date and time for site inspection (this may be an email notification). Failure to attend the site inspection will forfeit the firm's opportunity to quote on that specific project. Each quote must be itemized based on the prices submitted in the awarded vendor's bid document and submitted on the quote form provided. Engineered drawings will be provided when necessary. The District will not accept a quote based on a "not to exceed" dollar amount. However, it is understood that individual jobs may warrant an additional educational discount; therefore, a vendor may always submit an itemized quote that is based on a lower price. Each quote must be precise, accurate, and firm. Change orders will not be accepted unless there are **unforeseen site conditions or District-directed changes in scope**, requiring written approval from the Director of Facilities prior to commencing work.

The District reserves the right to assign projects considered emergencies as defined by the District's Purchasing Manual or projects under $3,000.00 to the awarded vendor for that scope of work in a manner that benefits the District in relation to cost and schedule. The assigned vendor shall respond to the request within 24 hours and follow up with a quote. An awarded vendor who is unavailable for a particular project shall be required to provide written notification that they will be unable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount.

Emergencies are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation which would adversely and unduly affect the safety, health, or comfort of building occupants or otherwise cause loss to the District. In the event of an emergency, the requirement for requesting proposals must be waived.

The School Board reserves the right to: (a) Reject any and all bids received by it; (b) Waive minor informalities in any bid; (c) Award item by item; (d) Award by group; (e) Accept any bid or part thereof, which in its judgment, will be for the best interest of Hendry County School District; and (f) Make an award to one vendor per scope of work, or to award multiple scopes of work to a single vendor, whichever is in the best interest of the School District. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a project cannot fulfill their commitment

5. CONTRACT PERIOD

The resulting contract shall be for an initial period of one (1) year, with two (2) optional one-year renewal periods upon mutual written agreement and Board approval.

6. PAYMENT TERMS

The District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

TERMS AND CONDITIONS

INDEMNIFICATION (FLORIDA STATUTES § 725.06 & § 768.28)

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the School Board of Hendry County, its elected officials, officers, employees, and agents from and against any and all liabilities, damages, losses, claims, and expenses (including reasonable attorney's fees and costs of litigation) arising out of or resulting from the performance of services under this Contract, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor, its subcontractors, or any person employed or utilized by the Contractor in the performance of this Contract.

Pursuant to Section 725.06, Florida Statutes, the monetary limitation on Contractor's indemnification obligation under this Agreement shall be equal to the required aggregate limits of Commercial General Liability insurance specified herein ($2,000,000.00 per occurrence/aggregate), which amount the parties acknowledge bears a reasonable commercial relationship to the project and scope of services.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the School Board of Hendry County beyond the statutory limits established under Section 768.28, Florida Statutes, nor shall it be construed to increase the liability of the School Board beyond said limits.

PROHIBITION OF CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

In accordance with Section 1010.04(5), Florida Statutes:

1. The Hendry County School District shall not request documentation of, or consider, a vendor's social, political, or ideological interests when evaluating solicitation responses or awarding contracts.

2. The Hendry County School District shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

3. Vendors responding to this Invitation to Bid are not required to provide any documentation, certification, or statement regarding social, political, or ideological beliefs or initiatives.

SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by The School Board of Hendry County beyond the waiver provided in Section 768.28, Florida Statutes. The School Board expressly retains all rights, benefits, defenses, and immunities available under Florida law.

LIMITATION OF LIABILITY

Any provision in the Bidder's engagement letter, contract, or other document that purports to limit the Bidder's liability, cap damages, waive remedies, shorten applicable statutes of limitation, or otherwise restrict the rights of The School Board of Hendry County shall be void and of no effect unless specifically approved in writing by the School Board. The Bidder shall remain fully responsible for damages resulting from its negligence, errors, omissions, breach of contract, or misconduct.

ACCESS AND AUDITS

The vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

Pursuant to Section 1001.42(12)(l) and Section 11.47, Florida Statutes, the internal auditor shall be granted unrestricted, full, and timely access to all District facilities, programs, functions, accounts, systems, records, and personnel necessary to fulfill audit mandates. Failure or refusal by any party to provide required documents or access is subject to the penalties set forth in Section 11.47(3) and (4), Florida Statutes.

Trench Safety Act Compliance Clause

1. Statutory Compliance

The Contractor/Bidder acknowledges and agrees that all trench excavation performed pursuant to this contract shall be conducted in strict compliance with the federal Occupational Safety and Health Administration (OSHA) Excavation Safety Standards, 29 CFR Standards, Part 1926, Subpart P, and the State of Florida Trench Safety Act (Sections 553.60–553.64, Florida Statutes).

2. Task-Order Pay Itemization

In accordance with Section 553.63, Florida Statutes, for any individual project or task work order under this contract that involves trench excavation exceeding a depth of five (5) feet, the Contractor shall: Explicitly identify the specific trench safety standard(s) that will apply to the work; and State the cost of compliance as a separate pay item on the itemized project quote form, calculated on a linear foot or lump-sum basis. Trench safety costs shall not be bundled into general labor hourly rates. Submission of a bid under this ITB constitutes written acknowledgment of compliance with Sections 553.60–553.64, Florida Statutes.

3. Competent Person

The Contractor must designate an OSHA-defined "Competent Person" who shall be on-site at all times during excavation activities.

In accordance with Section 553.63, Florida Statutes, for any individual project or task work order under this contract that involves trench excavation exceeding a depth of five (5) feet:

The Contractor shall explicitly identify the specific trench safety standard(s) that will apply to the work;

Trench Safety Act Acknowledgment (F.S. 553.60–553.64): [ ] ACKNOWLEDGED

Authorized Signature: _____

Printed Name & Title: _____Date _____

7. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the Contractor agree that this ITB sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

8. SCHOOL DISTRICT OF HENDRY COUNTY, FLORIDA RIGHTS

The School Board reserves the right to:

A. Reject any and all offers received as a result of this proposal.

B. Disqualify a bidder from receiving the award if such bidder, or anyone in the bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

C. Seek clarification of information submitted and to waive minor irregularities in any proposal.

D. Accept and utilize any and all ideas submitted in any proposal.

E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.

F. Select and award the contract to the responsive bidder providing the best value to the School District.

G. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the vendor to amend the contract.

H. Select and award services to more than one vendor if it will serve in the best interest of the School District .

9. CANCELLATION OF AWARD/TERMINATION

A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.

B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:

I. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.

II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.

III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.

IV. The vendor violates any federal, state or local laws.

V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination. Cancellation of contract by the successful Bidder may result in removal from Bidders'/Proposers' list for a period of three years.

10. DEFAULT

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

11. MINOR PROPOSAL EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposals providing such action is in the best interest of the School District of Hendry County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

12. NON – EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

13. LEGAL REQUIREMENTS

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

14. CONFLICT OF INTEREST

All Bidders must disclose the name of any officer, director, or agent who is also an employee of the District. All Bidders must disclose the name of any District employee who owns, directly or indirectly, any interest in the Bidders' business or any of its branches.

15. PUBLIC RECORDS LAW

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

a) Keep and maintain public records required by the School Board to perform the service.

b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law. Submitted bids remain exempt from public inspection until the district issues a notice of intended decision or 30 days after bid opening, whichever is earlier, in accordance with Section 119.071(1)(b), Florida Statutes.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the School Board.

d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

e) The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board..

If contractor has questions regarding the application of chapter 119, florida statutes, to the contrator's duty to provide public records relating to the agreement, contact the custodian of public records, at (863)674-4642, p.o. box 1980, labelle, fl 33975 or procurement@hendry-schools.net. In addition, the contractor shall furnish a copy of any public records request or request for records in any way relating to the district immediately upon receipt to the district's chief financial officer (cfo).

16. PERMITS AND LICENSES

The Bidder(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

17. INTELLECTUAL PROPERTY RIGHTS

The bidder(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the bidder(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

18. SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-bidder(s) and the District. The bidder(s) will be fully responsible to the District for the acts and omissions of the Sub-Bidder(s) and their employees. After award of contract, any changes in subcontractors or sub-bidders shall require prior School District written approval. If the Bidder intends to utilize subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

19. INDULGENCE

Indulgence by the District on any non-compliance by the bidder does not constitute a waiver of any rights under this proposal.

20. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/ITB on a contract to provide any goods or services to a public entity, may not submit a bid/ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/ITBs on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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.

The Bidder(s) certifies by submission of this ITB, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Neither the contract resulting from this ITB, if any, nor any duties or obligations under such contract shall be assignable by the Bidder without the prior written consent of HCSD. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and HCSD with the same degree of formality evidenced in the contract resulting from this ITB.

22. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by the respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

23. CONTRACT VARIANCES AND EXCEPTIONS

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal. Use additional sheets if needed.

24. COLLUSION

The School Board of Hendry County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents , the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

25. DISCLAIMER

This Invitation to Bid (ITB) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of Hendry County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

26. ANNUAL APPROPRIATION

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of Hendry County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

27. JOINT PROPOSAL

In the event multiple bidders submit a joint proposal in response to the ITB, a single bidder shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one bidder shall be acceptable. Prime Vendor shall include, but not be limited to, performing of overall contract administration, preside over other bidders participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this ITB.

28. STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this ITB, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to HCSD when submitting the proposal. The successful Bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITB, if any. Similarly, partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida

Statutes, providing their corporate charter numbers. For additional information, the Bidder shall contact the Florida Secretary of State's Office at (850) 245-6500.

29. PROCUREMENT RULES

The Bidder is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for HCSD's rejection of the proposal.

30. FORCE MAJEURE

Performance of obligations under this ITB and any subsequent contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

31. PRICE ESCALATION

In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this Contract, the School District will consider a price adjustment requested in writing by the Contractor.

Upon receipt of a Contractor's written request for a price adjustment, the School District will consider pricing adjustment based on the following conditions:

A. There is a verifiable price increase of the goods or services to the supplier.
B. The price increase is reasonable and supported by third-party documentation such as manufacturers or distributors' price changes or changes in industry related indices.
C. The Contractor shall submit the above information to the Director of Financial Operations thirty (30) calendar days prior to the effective date of the price increase. Approval of a pricing increase is at the sole discretion of the School District.

The Director of Financial Operations will review the information to determine if it is in the best interest of the School District to adjust the pricing in conjunction with the contractor's effective date of price increase. The School District reserves the right to deny any requests for price increases.

32. AMENDMENT OF CONTRACT

Any contract resulting from this ITB may be amended only in writing signed by the awarded vendor(s) and the School Board.

33. GOVERNING LAW AND JURISDICTION

Any contract resulting from this ITB shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the Hendry County Courts. The parties hereby waive any objection to such jurisdiction and venue.

34. SEVERABILITY

In the event any provision, or any part or portion of any provision of a resulting contract from this ITB shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain in full force and effect.

35. NON-WAIVER OF RIGHTS

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

36. ETHICAL BUSINESS PRACTICES

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any

person associated therewith, as an inducement for the award of a subcontract or order.

37. SECTION 287.084(1)(A), FLORIDA STATUTES

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts.

38. PIGGY-BACK, COOPERATIVE PRICING

In accordance with State Board of Education Rule 6A-1.012 please be notified that any and all other Florida school districts, governmental agencies, municipalities and Hendry County entities are hereby authorized to procure from this ITB, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the Hendry County Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The Hendry Public Schools Purchasing Department is at all times custodian of this bid. By signing and submitting a bid to this ITB, your firm acknowledges that it is in full agreement.

39. WARRANTY OF SERVICES

Contractor warrants and represents to District that each item of goods provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise

stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. Contractor warrants that any services shall: (a) be performed in a good

and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

40. SECTION 448.095, FLA. STATUTE-E-VERIFY

a) Pursuant to Section 448.095(2), every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcon-tractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

b) Contractors shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

c) The Contractor must furnish to the School District evidence of compliance with Section 448.095, F.S., by providing notice of the Contractor's E-Verify number, along with an affidavit stating the Contractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

d) Subcontractors.
   1. The Contractor 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 the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an un-authorized alien, as defined by Section 448.095, F.S.
   3. The Contractor shall provide a copy of its subcontractor's affidavit to the School District upon receipt and shall maintain a copy for the duration of the Agreement.

e) Failure by the Contractor, or the Contractor's subcontractor, to comply with the provisions of this section during the term of this Agreement is a material

breach of the Agreement and the School District shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School District securing the same ser-vices, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Contractor may not be awarded a contract with the School District for at least one year after the date this Agreement is terminated.

41. ADDITIONAL TERMS AND CONDITIONS

41.1. Firm Bids Purchasing may make an award within (90) days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within (90) days, a bid shall remain firm until either Purchasing awards the contract or Purchasing receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, at Purchasing's sole discretion, be accepted or rejected.

41.2. Objections And Concerns Regarding Provisions in The Terms and Conditions The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The issuer of this ITB will consider these objections during the tabulation process. The issuer of this ITB may decline offers that pose significant objections to the terms of the Terms and Conditions.

41.3. Additional Services Additional services shall include services that are not requested in this Invitation to Bid but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services are not a factor for award.

41.4. Prohibition of Cost-Plus-Percentage Markups: Under time-and-materials provisions, material costs charged by contractors must reflect the actual net cost of materials supported by attached supplier receipts. The cost-plus-a-percentage-of-cost method of contracting is strictly prohibited under District policy and federal cost principles.

41.5. Direct Material Purchase Program (Sales Tax Exemption): Pursuant to Board Policy 6320, the School Board reserves the right to issue direct Purchase Orders to suppliers to save 6%–7% state sales tax for major project materials to utilize the district's sales-tax-exempt status. Per Section 212.08(6), Florida Statutes (Sales Tax Exemption for Government Entities)

41.6. State Term & Consortium Sourcing: In accordance with F.S. 1010.04(1)(a), materials and commodities should be sourced through active State Term Contracts (F.S. 287.056) or Heartland Educational Consortium agreements (F.S. 1001.451) whenever advantageous.

41.7. Material Delivery & Acceptance: Delivered materials must be inspected and accepted in writing by the Facilities Director or site administrator prior to invoice approval.

42. SCOPE OF SERVICES

The Contractor shall furnish all labor, tools, equipment, materials, transportation, and safety controls to execute maintenance, repairs, and minor renovations across District facilities under the following ten (10) trade categories:

Trade Category 1: Facility Painting & Protective Coatings ($/hr)
Includes exterior/interior building wall painting, door frames and trim, parking lot striping/curbs, and metal locker bays/gates. Surface prep and rust-inhibiting primers.
Trade Category 2: Flooring Installation, Repairs & Maintenance Services ($/hr)
Includes removal and disposal of damaged flooring, subfloor moisture mitigation and leveling, and installation across six distinct sub-trade disciplines:
- Sub-Trade 2.01: LVT (Luxury Vinyl Tile)
- Sub-Trade 2.02: Commercial Carpet Tile
- Sub-Trade 2.03: Commercial Cove Base
- Sub-Trade 2.04: Ceramic & Porcelain Tile
- Sub-Trade 2.05: Epoxy Floor Coatings

Trade Category 3: Pressure Washing & Surface Sanitization ($/hr)
Includes commercial high-pressure washing (min. 3,000 PSI) with eco-friendly algaecide across concrete walkways/courtyards, building facades, canopies, and high-reach rooflines/roofing. High-reach boom lifts required, and deep gutter cleaning.
Trade Category 4: Restroom Refreshes & Plumbing Maintenance ($/hr)
Includes restroom upgrades: 1. Replacing wooden partitions with commercial HDPE/solid plastic stalls, 2. Primary counter/sink updates, 3. Drain line clearing/odor remediation, and 4. Mildew-resistant epoxy grout required.
Trade Category 5: Tree Trimming, Removal & Stump Grinding ($/hr)
Includes three distinct sub-trade disciplines:
- Sub-Trade 5.01: Pruning of trees overhanging roofs/walkways
- Sub-Trade 5.02: Complete tree removal
- Sub-Trade 5.03: Stump grinding

Trade Category 6: General Structural Maintenance & Minor Repairs ($/hour)
Includes portable building skirting/siding repairs, walls and carpentry.
Trade Category 7: Fencing Construction & Repair Services (Linear ft)
Includes code standards, Chain link, New, Repair, and gates.
Trade Category 8: Concrete Construction & Masonry Repairs ($/sqft)
Includes New, repair/ replace Curb, sidewalks and large areas.
Trade Category 9: Asphalt Paving, Repair & Maintenance ($/sqft)
Includes 1. Replacement, 2. Repair, 3. Asphalt Sealing.
Trade Category 10: Roofing Maintenance & Leak Repairs ($/sft)
Includes New, replacement, Repairs across three distinct sub-trade disciplines:
- Sub-Trade 10.01: TPO Single-Ply Roofing
- Sub-Trade 10.02: Torch Down (Modified Bitumen) Roofing
- Sub-Trade 10.03: Steel / Metal Roofing

43. TABULATION OF RESPONSES

45.1 Prior to financial evaluation, bids will be audited for mandatory compliance (Pre-Bid attendance, Level 2 Jessica Lunsford Act screening attestation, insurance certificates, required affidavits, and staffing capacity). Any bid failing any mandatory item for a trade category shall be rejected as non-responsive.

1. Attendance at Mandatory Pre-Bid Conference
2. Jessica Lunsford Act Compliance (F.S. § 1012.465, § 1012.467, And § 1012.468) or Florida Uniform Statewide Contractor Badges (F.S. 1012.465)
3. Valid Commercial Trade License & Insurance Verification
4. Certified Staffing Capacity & Equipment Verification Form (Min 3 Crews)
5. Guaranteed Emergency (4-Hr) & Estimate (3-Day) Response Commitment
6. Scrutinized Companies Certification (F.S. 287.135)
7. Foreign Country of Concern Attestation (F.S. 287.138)
8. E-Verify Program Enrollment Certification (F.S. 448.095)
9. Public Records Compliance & Chapter 119 Notice Acknowledgment

45.2 MATHEMATICAL TABULATION AND RANKING BASIS

Bids will be evaluated and awarded independently per Trade Category to the lowest responsive, responsible bidder. The District establishes the following benchmark units to calculate an evaluated extension total for each category:

Hourly Labor Disciplines (Trades 1 through 6): Evaluated by multiplying the proposed flat hourly labor rate by the District's annual benchmark hours.

Unit Rate Disciplines (Trades 7 through 10): Evaluated by multiplying the proposed unit rate ($/LF or $/SF) by the District's annual benchmark quantities.

Bidders may bid on any single Trade Category or combination of Trade Categories. Bidders will be ranked solely against other bids received within that specific Trade Category.

Trade Category 1: Facility Painting & Protective Coatings ($/hr) x500 Hours
Trade Category 2: Flooring ($/hr)
- Sub-Trade 2.01: LVT (Luxury Vinyl Tile) x 150 Hours
- Sub-Trade 2.03: Commercial Carpet Tile x 100 Hours
- Sub-Trade 2.04: Commercial Cove Base x 50 Hours
- Sub-Trade 2.05: Ceramic & Porcelain Tile x 100 Hours
- Sub-Trade 2.06: Epoxy Floor Coatings x 100 Hours

Trade Category 3: Pressure Washing & Surface Sanitization ($/hr) x 300 hours
Trade Category 4: Restroom Refreshes & Plumbing Maintenance ($/hr) x 400 Hours
Trade Category 5: Tree Trimming, Removal & Stump Grinding

- Sub-Trade 5.01 Tree Pruning: Proposed Flat Rate × 150 Hours
- Sub-Trade 5.02 Tree Removal: Proposed Flat Rate × 100 Hours
- Sub-Trade 5.03 Stump Grinding: Proposed Flat Rate × 50 Hours

Trade Category 6: General Structural Maintenance & Minor Repairs ($/hr) x 600 Hours

Trade Category 7: Fencing Construction & Repair Services ($/Linear ft) x 2000

Trade Category 8: Concrete Construction & Masonry Repairs ($/sqft) x 2500

Trade Category 9: Asphalt Paving, Repair & Maintenance ($/sqft)

- Sub-Trade 9.01 Asphalt Paving Repair and Maintenance ($/sqft) x 2500
- Sub-Trade 9.02 Asphalt Seal Coating ($/sqft) x 1500

Trade Category 10: Roofing Maintenance & Leak Repairs

- Sub-Trade 10.01 TPO Roofing: Proposed $/sqft
- Sub-Trade 10.02 Torch Down Roofing: $/sqft
- Sub-Trade 10.03 Steel Roofing: $/sqft

45.3 Pursuant to Section 1010.04(5), Florida Statutes, and Board Policy 6320, contract award decisions shall be based solely on non-ideological economic factors, vendor qualifications, bid responsiveness, and financial value to the District.

Pursuant to Board Policy 6320, qualified Hendry County local businesses shall receive tie-breaker preference. Contract award shall be recommended to the lowest responsive, responsible bidder for each scope of work.

When identical low bid responses are received, contract award priority shall be determined in accordance with Board Policy 6320 and 6450 by applying the following criteria in order:

1. Hendry County Local Business Preference (physical location in Hendry County for min. 6 months prior to issuance).
2. Certified Drug-Free Workplace Program (F.S. 287.087).
3. State-Certified Minority Business Enterprise (MBE).
4. State-Certified Veteran Business Enterprise (F.S. 295.187).
5. In the event two or more certified veteran business enterprises present identical tie bids, award shall be given to the business having the smallest net worth pursuant to F.S. 295.187.

ADDENDUM ACKNOWLEDGMENT FORM

Please complete and return this form with your proposal as applicable.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. ____ DATED _____ *ADDENDUM NO*. _____ DATED _____

ADDENDUM NO. ____ DATED _____ *ADDENDUM NO*. _____ DATED _____

ADDENDUM NO. ____ DATED _____ *ADDENDUM NO*. _____ DATED _____

ADDENDUM NO. ____ DATED _____ *ADDENDUM NO*. _____ DATED _____

_____
Name of Firm/Respondent (Typed)

_____
Authorized Representative's Signature Date

ATTACHMENT A - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the contractually required terms below. The Certificate of Insurance shall list the applicable deductible and specify policy types (claims-made or per occurrence). The liability coverage limits must not fall below the amounts specified. A minimum of thirty (30) days' advance written notice of cancellation or material change is mandatory. Policies must be specifically endorsed to grant the School District of Hendry County equal notification rights as provided to the first named insured.

REQUIRED INSURANCE COVERAGES

1. **General Liability**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	$1,000,000
PERSONAL/ADVERTISING INJURY	$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$2,000,000
GENERAL AGGREGATE	$2,000,000
FIRE DAMAGE	$100,000 ANY 1 FIRE
MEDICAL EXPENSE	$5,000 - $10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS' PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSUREDS CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN $1,000,000 PER ACCIDENT. IN THE EVENT
VENDOR DOES NOT OWN ANY AUTOMOBILES; THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON-OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST $100,000 EACH ACCIDENT, $100,000 EACH DISEASE/EMPLOYEE, $500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

FLORIDA LAW REQUIRES ALL EMPLOYERS IN THE CONSTRUCTION INDUSTRY WITH ONE (1) OR MORE EMPLOYEES TO CARRY STATUTORY WORKERS' COMPENSATION INSURANCE. INDEPENDENT CONTRACTOR WAIVERS WILL NOT BE ACCEPTED. BIDDERS CLAIMING EXEMPTION AS A CORPORATE OFFICER OR SOLE PROPRIETOR MUST ATTACH AN APPROVED AND ACTIVE CERTIFICATE OF ELECTION TO BE EXEMPT (FORM DWC-250) ISSUED BY THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF WORKERS' COMPENSATION, PURSUANT TO SECTION 440.05, FLORIDA STATUTES.

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN $1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS,

VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED

REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

5. HOLD HARMLESS AGREEMENT

The Vendor shall defend, indemnify, and hold harmless the School Board of Hendry County, its elected officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence, recklessness, or intentional misconduct of the Vendor, its subcontractors, or any person employed or utilized by the Vendor in the performance of services under this contract.

Pursuant to Section 725.06, Florida Statutes, the monetary limitation on Vendor's indemnification obligation under this Agreement shall not exceed $2,000,000.00 per occurrence/aggregate, which amount the parties agree bears a reasonable commercial relationship to the contract.

Nothing herein shall be construed as a waiver of sovereign immunity by the School Board beyond the statutory limits established under Section 768.28, Florida Statutes.

Vendor/Company Name - Print: _____

Authorized Signature: _____ Date: _____

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

ATTACHMENT B – SCRUTINIZED COMPANY CERTIFICATION

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, Venezuela or Syria.

_____
Name of Company

_____ _____
Authorized Officer Signature Date

_____
Name

_____
Title

ATTACHMENT C - FOREIGN COUNTRY OF CONCERN ATTESTATION

PUR 1355 | Mandatory Procurement Submittal

This form must be completed by an officer or authorized 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, Florida Administrative Code (F.A.C.).

1. Vendor Information & Certification

Under penalties of perjury, I declare that I have read the foregoing statement, I, the undersigned representative, hereby attest that

_____(Name of Vendor/Entity):

- 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
- Does NOT have a Controlling Interest held by the government of a Foreign Country of Concern.

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

ATTACHMENT D - 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

ATTACHMENT E – DRUG FREE WORKPLACE CERTIFICATION

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 contender 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.

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ATTACHMENT F - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Fingerprinting - Contractors / Vendors

Pursuant to Florida Statutes § 1012.32 and § 1012.465 (Jessica Lunsford Act), all contractor personnel entering active school grounds must undergo Level 2 background screening. Background and criminal history checks must be cleared prior to your start date or accessing any District site. Results are processed by the Human Resources Department.

EXEMPTION of rule: Personnel with a Florida Uniform Statewide Contractor Badges issued pursuant to F.S. 1012.467. are not required to undergo a Level 2 Background Check.

The cost for the national background check (FDLE/FBI) is $90.00 per individual. Payment must be made via Check or Money Order only payable to the District.

To complete the screening process, vendors must complete the following steps:

1. Vendor Application & District Approval: Submit a completed Vendor Application packet and obtain authorization from the sponsoring District Supervisor prior to scheduling.
2. Scheduling Fingerprinting Appointments: Contact Human Resources to initiate setup and submit a list of all employee names requiring appointments.
3. Processing & Payment: Report to your scheduled appointment with valid identification and payment ($90.00 Check/Money Order).
4. Clearance & ID Badging: Once cleared, HR will notify the District Supervisor. ID Badges are issued upon supervisor approval. Cleared personnel will be added to the District Approved Vendor List and must display their ID badge at all times on District property.

Sexual Offender / Predator Verification: Vendor must provide written verification to Hendry County School District confirming that all employees and subcontractors have been checked and cleared against the following registries:

- Florida Sexual Offenders and Predators: www.floridasexoffender.net
- National Sex Offender Public Website: www.nsopr.gov

Compliance Certification: The Vendor certifies full compliance with the Jessica Lunsford Act (§ 1012.465, F.S.) for all employees and subcontractor personnel. Failure to comply constitutes a material breach of contract.

By signing below, the Vendor agrees to all screening requirements upon award.

Respondent's signature _____

Respondent's signature _____ Date: _____

ATTACHMENT G - PROJECT MANAGER CONTACT INFORMATION

Indicate in the P/A column below, if the person is a Primary or Alternate contact.

CONTACT INFORMATION:

Legal Business Name: _____

FEIN / Tax ID Number: _____

State of Inc and year established: _____

Corporate Street Address: _____

Local Office Address: _____

Telephone / Email Address: _____

Authorized Contacts:

Name (Print or Type)	P/A	Title	Phone Number(s)

ATTACHMENT H – DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.

2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.

3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or bidders in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.

5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.

6. **INVITATION TO BID (ITB**) means the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.

9. **SCHOOL DISTRICT** means the Hendry County School District, its individual and collective departments, managers, staff, and facilities.

10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the Hendry County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.

11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.

12. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

ATTACHMENT I – COST PROPOSAL FORM

INSTRUCTIONS TO BIDDERS

1. The Bidder shall complete all sections of this Cost Proposal Form specific to selected trade.
2. The proposed hourly rates shall remain firm for the initial one (1) year term of the contract and shall apply to any optional renewal periods, subject to Section 32 (Price Escalation).
3. Do not alter or modify this form. This form must be completed, signed by an authorized representative.

OFFICIAL BID PRICING SCHEDULE & CAPACITY COMMITMENT

Bidders shall provide a single, fully burdened flat hourly rate for each sub-trade discipline listed below. Rates shall include all direct labor, fringe benefits, overhead, profit, travel, and standard trade tooling:

HOURLY LABOR RATE DISCIPLINES

Item #	Trade Discipline / Service Category	Flat Rates
Trade 1	Facility Painting & Protective Coatings	$ _____ / HR
Trade 2.01	Flooring — LVT (Luxury Vinyl Tile)	$ _____ / HR
Trade 2.02	Flooring — Commercial Carpet Tile	$ _____ / HR
Trade 2.03	Flooring — Commercial Cove Base	$ _____ / HR
Trade 2.04	Flooring — Ceramic & Porcelain Tile	$ _____ / HR
Trade 2.05	Flooring — Epoxy Floor Coatings	$ _____ / HR
Trade 3	Pressure Washing & Surface Sanitization	$ _____ / HR
Trade 4	Restroom Refreshes & Plumbing Maintenance	$ _____ / HR
Trade 5.01	Tree Services — Trimmings (ANSI A300)	$ _____ / HR
Trade 5.02	Tree Services — Complete Tree Removal	$ _____ / HR
Trade 5.03	Tree Services — Stump Grinding	$ _____ / HR
Trade 6	General Structural Maintenance & Carpentry	$ _____ / HR

UNIT RATE DISCIPLINES

Trade 7	Fencing Construction & Repair Services	$ _____ / Linear ft
Trade 8	Concrete Construction & Masonry Repairs	$ _____ / sq. ft
Trade 9.01	Asphalt Paving, Repair, and Maintenance	$ _____ / sq. ft
Trade 9.02	Asphalt Sealcoating	$ _____ / sq. ft
Trade 10.01	Roofing — TPO Single-Ply Membrane	$ _____ / sq. ft
Trade 10.02	Roofing — Torch Down (Modified Bitumen)	$ _____ / sq. ft
Trade 10.03	Roofing — Steel / Metal Roofing	$ _____ / sq. ft

ATTACHMENT J- Client References

Please submit a list of three (3) references that the Contractor has conducted business with and provided similar services within the past five years so that we may contact them, if needed.

Client Name_____
Address_____
_
City_____ **State**_____ **Zip Code**_____
Telephone_____
Fax_____
Client Contact Person_____
E-Mail: _____

Client Name_____
Address_____
City_____ **State**_____ **Zip Code**_____
Telephone_____ **Fax**_____
Client Contact Person_____
E-Mail: _____

Client Name_____
Address_____
City_____ **State**_____ **Zip Code**_____
Telephone_____ **Fax**_____
Client Contact Person_____
E-Mail: _____

ATTACHMENT K-

CERTIFICATION REGARDING DEBARMENT

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). (BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name PR/Award Number or Project

_____

Name(s) and Title (s) of Authorized Representative (s)

_____

Signature(s)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,”, “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” “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 proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form 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 participants 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 form that it will include this 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 lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for the transaction authorized under paragraph 5 of these instructions, if a participant in 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.

ATTACHMENT L -

CERTIFIED STAFFING CAPACITY & EQUIPMENT VERIFICATION

Dedicated Project Manager Name: _____
Total Full-Time Journeymen Employed: _____
Max Concurrent Trade Crews Available: _____ (Min. 3 Required)

3,000+ PSI Pressure Washers w/ Containment: [ ] Owned [ ] Leased [ ] N/A

Aerial Boom / Scissor Lifts: [ ] Owned [ ] Leased [ ] N/A

Dust-Containment Floor Grinding Machinery: [ ] Owned [ ] Leased [ ] N/A

Arborist Chippers & Stump Grinding Rigs: [ ] Owned [ ] Leased [ ] N/A

TPO Hot-Air Welding Equipment: [ ] Owned [ ] Leased [ ] N/A

ITB CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an ITB for Hendry County School District.

☐	**Read the entire document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
☐	**Note the Purchasing Manager's name, address, phone numbers and e-mail address**. This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
☐	**Attend the pre-proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the District of any ambiguities, inconsistencies, or errors in the proposal.
☐	**Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the ITB and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for a proposal are posted on DemandStar https://www.demandstar.com/app/buyers/bids and the District's website https://www.hendry-schools.org/departments/finance/purchasing-dept/current-bids and will include all questions asked and answered concerning the ITB. It is the bidder's responsibility to be sure all addenda were received.
☐	**Provide completed attachments A-L**
☐	**Use the forms provided**, i.e., cover page, bidder acknowledgment form, attachments, etc.
☐	**Check the website for ITB addenda's.** Before submitting your response, check DemandStar https://www.demandstar.com/app/buyers/bids, or the District website https://www.hendry-schools.org/departments/finance/purchasing-dept/current-bids to determine whether any addenda were issued for the ITB. If so, you must check and sign for each addendum issued on the "Addendum acknowledgement form".
☐	**Review and read the ITB document again,** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
☐	**Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

BID PRICE SHEET

ITB No: ITB 27-005 | District Wide Facilities Maintenance

Tabulated by: Name: _____ **Date:** _____

Bidder Firm Name: _____

Mathematical Ranking Basis: Proposed rates from Attachment I are multiplied by District benchmark annual hours or unit rates to calculate the Total Evaluated Annual Bid Amount.

Item #	Sub-Trade Discipline / Service Category	Proposed Rate	Benchmark	Evaluated Extension ($)
Trade 1	Facility Painting & Protective Coatings	$ _____	500 hours	$ _____
Trade 2.01	Flooring — LVT (Luxury Vinyl Tile)	$ _____	150 hours	$ _____
Trade 2.02	Flooring — Commercial Carpet Tile	$ _____	100 hours	$ _____
Trade 2.03	Flooring — Commercial Cove Base	$ _____	50 hours	$ _____
Trade 2.04	Flooring — Ceramic & Porcelain Tile	$ _____	100 hours	$ _____
Trade 2.05	Flooring — Epoxy Floor Coatings	$ _____	100 hours	$ _____
Trade 3	Pressure Washing & Surface Sanitization	$ _____	300 hours	$ _____
Trade 4	Restroom Refreshes & Plumbing Maintenance	$ _____	400 hours	$ _____
Trade 5.01	Tree Services — Trimmings (ANSI A300)	$ _____	150 hours	$ _____
Trade 5.02	Tree Services — Complete Tree Removal	$ _____	100 hours	$ _____
Trade 5.03	Tree Services — Stump Grinding	$ _____	50 hours	$ _____
Trade 6	General Structural Maintenance & Carpentry	$ _____	600 hours	$ _____
Trade 7	Fencing Construction & Repair Services	$ _____	2000 Linear ft	$ _____
Trade 8	Concrete Construction & Masonry Repairs	$ _____	2500 sq. ft	$ _____
Trade 9.01	Asphalt Paving, Repair, and Maintenance	$ _____	2500 sq. ft	$ _____
Trade 9.02	Asphalt Sealcoating	$ _____	1500 sq. ft	$ _____
Trade 10.01	Roofing — TPO Single-Ply Membrane	$ _____	1500 sq. ft	$ _____
Trade 10.02	Roofing — Torch Down (Modified Bitumen)	$ _____	1000 sq. ft	$ _____
Trade 10.03	Roofing — Steel / Metal Roofing	$ _____	2500 sq. ft	$ _____

Award Recommendation	**[ ] RECOMMENDED FOR AWARD** **[ ] NOT RECOMMENDED / NON-RESPONSIVE**

Comments:

_____

_____

_____

Tabulated by: _____ **Date:** _____