



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT**

**DRUG-FREE WORKPLACE CERTIFICATION**

**PROJECT NAME:** \_\_\_\_\_

**ITB NO.:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

Preference must be given to vendors submitting a Certification with their Bid/Proposal 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 becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - 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, and 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 bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
VENDORS SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANYNAME



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING

# Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. \_\_\_\_\_ Project No./Title \_\_\_\_\_

Corporate Name \_\_\_\_\_

DBA (if applicable) \_\_\_\_\_ Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 10% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 10% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 10% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. _____		
2. _____		

- 3) The persons or corporate entities listed in paragraph (2) of this Beneficial Interest Affidavit are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern set forth in Fla. Stat. 287.138.

- 4) Corporate Representative attests that the above-referenced entity does not use coercion for labor or services as set forth in Fla. Stat. 787.06 (Human Trafficking).

CORPORATE REPRESENTATIVE

State of \_\_\_\_\_

By: \_\_\_\_\_

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as the \_\_\_\_\_ for

\_\_\_\_\_, who is ☐ personally known to me or ☐ has produced

\_\_\_\_\_ as identification.

Notary Public

Print Name



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT**

**STATEMENT OF NO BID**

**PROJECT NAME:** \_\_\_\_\_

**ITB NO.:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**If you are NOT bidding on this service/commodity, complete and return this form.**

(Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified Bidder's list for the School District of Palm Beach County.

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

**We, the undersigned, decline to bid because of the following reasons:**

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to the invitation to bid.

\_\_\_\_\_ Remove our name from this bid list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Other (Specify below)

**REMARKS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT**

**PROCEDURE FOR TAX EXEMPT TRANSACTIONS  
DISTRICT-PURCHASED MATERIALS (DPM) PROGRAM**

If applicable, the Contractor shall prepare an initial deductive Change Order for the total amount of the Guaranteed Sales Tax Recovery established for the Project.

For each District-Purchased Material (DPM), the Contractor shall prepare a District-Purchased Material Purchase Order, consecutively numbered, excluding sales tax, between the School District of Palm Beach County and the Supplier/Vendor. The School District of Palm Beach County (SDPBC) will provide the Contractor with blank Purchase Order (PO) forms to be completed. This procedure should be followed for all DPMs.

The Contractor transmits draft District-Purchased Material purchase orders to the School District of Palm Beach County's Construction Purchasing Department. Upon approval from the SDPBC's Construction Purchasing Department, the DPM information is forwarded to Treasury to create an express purchase order. Construction Purchasing will electronically route the Vendor Copy to the Vendor; providing a fax number or email address has been provided for that Vendor.

The Contractor must provide a current detailed listing of all District-Purchased Materials with each Pay Application. Retainage should not be held on materials purchased through the DPM Program.

Materials shall be delivered to the project job site to the attention of the Contractor's Project site representative or the Subcontractor on site. The materials manifest is validated and matched to the invoice by the Subcontractor and Contractor.

The Supplier/Vendor invoices the School District of Palm Beach County in care of the Subcontractor.

**Note: The invoice is sent to the Subcontractor, not to the School District of Palm Beach County's Accounts Payable Department. Failure to send to the Subcontractor will result in a delay of payment.**

The Subcontractor will review and approve the invoice(s) and then forward to the Contractor for review and approval. The Contractor shall forward the approved invoice to the School District of Palm Beach County's Project Manager. The SDPBC Project Manager will approve the pay application and forward it to Treasury for processing through the Accounts Payable Department. The SDPBC's Accounts Payable Department will issue a check payable to the Supplier/Vendor.

The Purchase Order shall be closed when the final payment is made. If it is projected that the sum of all invoices will exceed the PO amount, the Contractor will contact the SCPBC's Construction Purchasing Department for an increase approval, and Construction Purchasing will authorize the Treasury Department to adjust the purchase order accordingly. A copy of the adjusted PO will be electronically routed to the Vendor. If the sum of all invoices is less than the purchase order amount, an adjustment will be made to close out the PO.

Once all District-Purchased Materials have been paid in full, the Treasury Department and the Contractor will reconcile all transactions. If the totals do not match the initial Contractors DPM Purchase Order, the Contractor must draft an adjusting Purchase Order to amend the contract(s) accordingly.

v. 11/20/09



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT**

**PERFORMANCE BOND  
FORM 00610-PB**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

\_\_\_\_\_  
**BOND NUMBER**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_

(hereinafter called the "Principal", and \_\_\_\_\_ (hereinafter called the "Surety") and are held firmly bound unto THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA as Obligee (hereinafter called the "Owner") in the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally for the faithful performance of a certain written contract (hereinafter "contract"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, entered into between the Contractor and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, for:

**PROJECT NAME:** \_\_\_\_\_

**ITB NO:** \_\_\_\_\_

**PROJECT NO:** \_\_\_\_\_

A copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully contained herein.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH:** The conditions of Florida Statute 255.05 are met and that, if the Principal (CONTRACTOR) shall in all respects comply with the terms and conditions of said contract, and his obligations thereunder, including the Contract Documents (which include but is not limited to the Notice, Proposal, Construction Agreement, Contract Bond, Instructions to Bidders/Proposers and the General Supplementary Conditions, Special Conditions, the Drawings and Specifications referred to and made a part thereof, including all modification as provided for), and shall indemnify and save harmless the said Owner from and against any and all liability, loss, costs, expenses or damages including reasonable attorneys' fees, engineering and architectural fees which said Owner may incur or which may be imposed upon it by reason of any negligence, default or misconduct, or any combination thereof, including patent infringement, and any delay in the completion of the work, on the part of said CONTRACTOR, Owners or employees, in the execution of performance of said contract, including the guarantee, warranty, and indemnity provisions this obligation shall be void; otherwise, the Principal and Surety jointly agree to repay to and reimburse to said Owner, promptly upon demand, all sums of money, including reasonable attorneys' fees, architects and other professional services and any damages, direct or indirect, or consequential, reasonably incurred, paid out or expended by the Owner on account of the failure or refusal of the CONTRACTOR to carry out, do, perform or comply with any of the terms and provisions of said contract at the time and in the manner therein provided.

And the said CONTRACTOR and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or damage arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said CONTRACTOR or his owners or servants, or the improper performance of the said work by the CONTRACTOR or his owners or servants, or the infringements of work done, as aforesaid, or otherwise.

**00610-PB-1**

And whenever CONTRACTOR Services shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**1. Complete the Contract in accordance with the terms and conditions or**

**2. Obtain a Bid and/or Proposals for submission to the Owner for completing the Contract**

in accordance with its terms and conditions and upon determination by Owner and Surety of the lowest responsible Bidder/Proposer, arrange for a Contract between such Bidder/Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay cost of completion less the balance of the Contract price. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by Owner to CONTRACTOR.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same, or noncompliance with any formalities connected with the Contract shall in any way affect its obligation on this bond, and it does hereby waive notice of any such damages, extension of time, alterations or additions to the terms of the Contract or to the Work or to the Specifications. CONTRACTOR and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance Bond. Contractor and Surety acknowledge that any such provisions lie within the scope of their obligations and the conditions of this instrument.

**Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_ .**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Principal Business Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Principal Business Address for Notice or  
Communication relating to this Bond)

\_\_\_\_\_  
(Title)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT

**LABOR AND MATERIAL PAYMENT BOND**

FORM 00610-LMPB

**ATTACHMENT E**

\_\_\_\_\_  
**BOND NUMBER**

This Bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_

\_\_\_\_\_  
*(insert full name and address or legal title of firm)*

as Principal, hereinafter called "Principal" and \_\_\_\_\_

\_\_\_\_\_  
*(insert full name and address or legal title of Surety)*

as Surety, hereinafter called "Surety", are held and firmly bound unto

**The School Board of Palm Beach County,  
Florida 3300 Forest Hill Boulevard  
West Palm Beach, Florida 33406-5869**

as Obligee, hereinafter called "Owner", for the use and benefit of claimants as herein below defined, in the amount of:

\$ \_\_\_\_\_ Dollars

*(Insert a sum equal to the Contract Price)*

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

Principal has by written agreement dated \_\_\_\_\_, entered into a contract with the Owner for CONTRACTOR Services at:

**PROJECT NAME:** \_\_\_\_\_

**ITB NO.:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

in accordance with Final Drawings and Final Specifications approved by the Owner and prepared by (Architect information below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which contract is by reference made a part hereof, in its entirety, and is hereinafter referred to as the Contract.

**00610-LMPB-3**

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for CONTRACTOR for \_\_\_\_\_, the contract being made a party of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for the contract; and
3. Pays owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void, otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.
6. The penal sum of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in the county in which the Project, or any part thereof, is situated (i.e. Palm Beach County), and not elsewhere.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Principal Business Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Principal Business Address for Notice or Communication relating to this Bond)

\_\_\_\_\_  
(Title)







CONTRACT NUMBER	PROJECT NUMBER	PROJECT NAME	PHASE (PRECON, DEMO, CONSTRUCTION, ETC.)
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This form is used to calculate the total Small Business Enterprise (SBE) participation proposed for the project and to determine whether the SBE participation goals are met. The Prime Contractor is responsible for completing the form. It must be submitted to the Senior Project Administrator (SPA) as part of the Guaranteed Maximum Price (GMP) package.

**A notarized Letter of Intent (PBSD 1525) and a copy of the Office of Small Business Development (OSBD) SBE Certificate must be supplied for each SBE-Certified vendor listed below.**

For more information, see the Letter of Intent. Subject to agreement with the Prime Contractor, the SBE firms listed below intend to perform the following Contract/Trade Items in connection with the above project, for the dollar amounts shown.

## SBE SUBCONSULTANT PARTICIPATION (SECTION 1 OF 3)

The SBE Subconsultant Participation Goal is a dollar amount equivalent to X% of (CM Phase Fee + CM Manager Fee) as recorded on Exhibit B of the GMP. Reference the contract documentation to find the goal required for this project.

<p>The SBE Subconsultant Participation Goal is a dollar amount equivalent to X% of (CM Phase Fee + CM Manager Fee) as recorded on Exhibit B of the GMP. Reference the contract documentation to find the goal required for this project.</p>			<p><b>A - B = C</b></p>			
VENDOR NAME	DIVISION (1-33)	DESCRIPTION OF CONTRACT/TRADE ITEMS	CONTRACT AWARDS	(IF APPLICABLE) SUB-CONTRACTS TO UNCERTIFIED VENDORS	TOTAL SBE PARTICIPATION AMOUNT	PERCENTAGE %

## SBE SUBCONTRACTOR PARTICIPATION (SECTION 2 OF 3)

The SBE Subcontractor Participation Goal is a dollar amount equivalent to X% of the total of Divisions 1-33 as recorded on Exhibit B of the GMP. Reference the contract documentation to find the goal required for this project.

[illegible]

Prime Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Representative of Prime (Print Name): \_\_\_\_\_

Signature of Representative: \_\_\_\_\_



## ATTACHMENT G

List all uncertified vendors that will participate on this project.  
Do not submit Letters of Intent for uncertified vendors.

[illegible]

Date: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_



## Release and Verification of Payment

The purpose of this form is for Subcontractor/Subconsultant to verify inception-to-date payments, including retainage payments, if any, received from prime contractors. This form must be completed by the Subcontractor/Subconsultant and submitted to their prime contractor. The prime contractor must provide this form in their retainage reduction and final payment application to the District. Direct any questions regarding this form to [ConstructionFinance@palmbeachschools.org](mailto:ConstructionFinance@palmbeachschools.org)

- ☐ **Partial Release and Verification of Payment:** To be completed and submitted with Retainage Reduction CM Payapps once the Subcontractor/Subconsultant's work is 100% complete, confirming that the Subcontractor/Subconsultant has received 100% payment, excluding retainage.
- ☐ **Final Release and Verification of Payment:** To be completed and submitted with the FINAL CM Payapp, confirming that the Subcontractor/Subconsultant has received 100% payment, including retainage.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, \_\_\_\_\_,  
in consideration on the sum of \_\_\_\_\_ (\$ \_\_\_\_\_),  
receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby, on behalf of itself, or the sub-  
contractors, as they may claim through or on behalf of the Subcontractor/Subconsultant, and quit claim its rights, bond rights, claims or demands of every kind whatsoever,  
including delay, disruption, acceleration, or any claims related to time, which the undersigned now has, or may hereafter have, against the Palm Beach County School  
Board, its Agents, or Representatives, for the project known as \_\_\_\_\_, PBSB project number \_\_\_\_\_  
on account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings situated thereon, or in improving said  
property above described, or any part thereof.

### STATEMENT OF CONTRACT/SUBCONTRACT ACCOUNT

#### Original Agreement Amount

Total Approved Change Orders

Total Approved Direct Material Purchase Orders

#### Total Contract/Subcontract Amount

Total Payments Received including Retainage

Amount of Retainage Currently Unpaid and Still Due

**If Check Box: "Partial Release and Verification of Payment" is selected above, you agree and complete the below:**

Signature of Company Representative

Date

Print Representative's Name

Company Name

Title

### STATE OF FLORIDA, PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of

\_\_\_\_\_ on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Sign: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Print: \_\_\_\_\_

**If Check Box: "Final Release and Verification of Payment" is selected above, you agree and complete the below:**

It being the understanding of the undersigned that this is a Final Release and Verification of Payment which the undersigned has against the Palm Beach County School Board, its Agents, or Representatives, or the premises herein, the undersigned warrants that no assignment of said rights or claims has or will be made, and that the undersigned has the right to execute this Final Release and Verification of Payment, and that all laborers employed by the undersigned, and all bills for services furnished by others to the undersigned in connection with the construction of improvements upon the aforesaid premises have been fully paid.

Signature of Company Representative

Date

Print Representative's Name

Company Name

Title

### STATE OF FLORIDA, PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of

\_\_\_\_\_ on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Sign: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Print: \_\_\_\_\_



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT**

**ATTACHMENT I**

**LIST OF SUBCONTRACTORS**

All Subcontractors are subject to approval by the Owner. The following are the Subcontractors intended to be used if the Undersigned is awarded the Contract for:

**PROJECT NAME:** \_\_\_\_\_

**ITB NO:** \_\_\_\_\_

**PROJECT NO:** \_\_\_\_\_

TYPE OF SUBCONTRACTOR SERVICE TO BE PROVIDED	SUBCONTRACTOR'S CORPORATE NAME AND ADDRESS	AUTHORIZED REPRESENTATIVE'S NAME & PHONE NUMBER

<b>NAME OF FIRM</b>	
<b>ADDRESS/CITY/STATE/ZIP</b>	
<b>PHONE/CELL #</b>	
<b>LICENSE #</b>	
<b>PRINTED NAME OF AUTHORIZED SIGNATURE</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
CONSTRUCTION PURCHASING DEPARTMENT**

**SCRUTINIZED COMPANIES LIST CERTIFICATION**

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies:

- a.** The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b.** The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c.** If awarded the contract, the vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
((Print Name and Title)

\_\_\_\_\_  
(Name of Firm)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

**NOTARY PUBLIC:**

\_\_\_\_\_  
(Signature)

SEAL

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

**CONSTRUCTION PURCHASING DEPARTMENT****Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (if applicable)**

**CONTRACTORS** who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

The undersigned **CONTRACTOR**, \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 6-7-21 12 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants,

loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor’s Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor’s Authorized Official**

\_\_\_\_\_  
**Date**