



**Director of Information Technology
Jason Adams**

Hendry County School District
Request for Proposals
for
Fiber Cabling & Installation for the Clewiston High School

Mr. Jason Adams
Director of Information Technology
Hendry County Schools
adamsj@hendry-schools.net

To all interested Parties:

You are hereby invited by the Hendry County School Board to respond to the following: RFP 24-00028 Fiber Cabling & Installation for the Clewiston High School located at 1501 S. Francisco Street, Clewiston, FL 33440.

This document is intended to provide specific information regarding the solicitation. Questions regarding this solicitation can be provided by Mr. Miguel Rodriguez at rodriguezmi@hendry-schools.net.

All vendors are required to attend a mandatory walk-through by March 6, 2024. Appointments can be made with Miguel Rodriguez at rodriguezmi@hendry-schools.net.

Event Details	Issue Date: Thursday, February 22, 2024. Questions about RFP due no later than: Wednesday, March 6, 2024 by 3:00 p.m. EST. Proposals Due: Wednesday, March 13, 2024 by 3:00 p.m. EST. Public Bid Opening: Thursday, March 14, 2024 at 10:00 a.m. Evaluation Meeting: Thursday, March 14, 2024 at 10:30 a.m. Located at Finance Department, 111 Curry Street, LaBelle, FL 33935
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Questions	Questions shall be addressed to Mr. Miguel Rodriguez, Data Systems Technician at rodriguezmi@hendry-schools.net .
Attachments	Vendor(s) must read all attachments and return applicable documents with their submittal.
Line Items	Vendors(s) will provide pricing, discounts and any other information requested.
Response Submission	<p>Vendors are required to submit the following documents, complete in their entirety.</p> <ol style="list-style-type: none"> 1. Company name and address. 2. Company location and the ability to service the Hendry County area. (Clewiston and LaBelle) 3. Business Licensure with the State of Florida (Sunbiz web page). 4. Minimum of three (3) client references. 5. Completed and signed Bid Proposal Form. 6. Completed and signed Price Proposal Form. 7. Addenda(s) signed and dated, if issued. 8. Insurance Requirements Form (attachment A) 9. Debarment Form (attachment B) 10. Drug Free Workplace Form (attachment C) 11. Public Entities Crime Form (attachment D) 12. Scrutinized Company Certification (attachment E)
Response Instructions	<p>Vendors shall submit three (3) hard copies of their Bids and one electronic copy on USB flash drive via mail/courier to:</p> <p>Hendry County School District Attn: Lynn Willis, Finance Department 111 Curry Street LaBelle, Florida 33935</p>

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

VENDOR REGISTRATION: All Vendors are required to submit a vendor application and a current W-9 via the following link: <https://www.hendry-schools.org>.

New E-Verify requirements

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Firms shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

B. Subcontractors

1. As of January 1, 2021, Firms shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
2. Subcontractors shall provide firm with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
3. Firms shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate this Agreement at its sole discretion. Firm may be liable for all costs associated with the School Board securing the same Services, inclusive, but not limited to, higher costs for the same services.

C. It is the responsibility of the vendor to insure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website <http://www.uscis.gov/e-verify> and follow the instructions. The employer must retain the I-9 forms for inspection.

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

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

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

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

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

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

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

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

SCOPE OF WORK:

PROJECT: Clewiston High School

The Hendry County School District is requesting pricing to provide and install new Ethernet cables, jacks, patch panels, and fiber cables throughout the **Clewiston High School**. The project requires that Cat6a cables be run to locations throughout the school buildings. Cat6a cables will also need to be run and terminated in a Cat6a capable mount box (biscuit jack) in the ceiling for wireless access point connectivity. OM4 armored fiber cable is to be run to connect the individual buildings from the main distribution frame (MDF) to the intermediate distribution (IDF) at the individual buildings. **The Contractor must provide separate pricing for the fiber and Ethernet.** Vendors to supply include the below manufacturers equipment or fully equivalent equipment: Belden, Mohawk, Leviton, Hitachi, Panduit, Hubbell, Corning, Siemens and Superior Essex.

Clewiston High School:

- Cat6A: 545 total ethernet runs of white cable: 102 locations with 2 data, 1 location with 6 data Bldg. 200 room 214 (36 runs). (including 1 white one-foot Cat6A patch cable for each run)
- Cat6A: 84 total ethernet runs of purple cable (including 1 purple three foot and 1 purple one-foot Cat6A patch cable for each run)
- OM4 12 strand fiber cables: 22 total runs, 13 from MDF Bldg., 400 Room #419 to IDF locations. 1 from Bldg. 800 Room #803C to Bldg. 1500 Room #1502A. 8 from IDF Bldg. 900 Room #902 to portables. All rooms and portables are on map, CHS Network Overview.pdf.
- Cat6A: 64 total runs for Primary ceiling speakers. (including 1 white one-foot Cat6A patch cable for each run)
- Cat6A: Provide 24 daisy chain cables run from Primary speaker to secondary speaker. (Cable must be left in or near designated area for speaker with 15-foot slack)
- Cat6A: Provide 24 Cables runs for Horns. (Cable must be left in or near designated area for Horn with 15-foot slack)
- 12 strand 10 Gigabit OM4 fiber enclosures: 13 total: One installed at each IDF in each enclosure.

- 2 x High density fiber enclosures: installed at the MDF and IDF Bldg. 900 Room #902 to accommodate the incoming fibers. 9 x 12 strand sets to MDF and 19 x 12 strand sets to IDF Bldg. 900 Room #902.
- 12U Open Wall Mount Frame Rack with Hinge: Quantity 14: 12U Open Wall Mount Frame Rack with Hinge with adjustable depth up to 30 inches.
- Quantity 1: 7 foot by 19 inch 2-post rack, including vertical and horizontal wire manager, isolation pad, grounding and horizontal ladder fixed to the wall.
- 2 foot x 2 foot x 8 inch NEMA type 3R pull box: 14 (installed wall mount on building according to map)
- 3 foot x 3 foot x 12 inch NEMA type 3R pull box: 2 (installed wall mount outside room Bldg. 900 Room 902 & Bldg. 400 Room #419)
- 18 inch x 18 inch x 6 inch NEMA type 3R pull box: 8 (installed wall mount on portables according to map, CHS Network Overview)
- Digging: 17 total runs according to map, “CHS FullNetworkTopology.pdf”

The Contractor will be responsible for providing and installing all necessary cable hooks/trays, conduit, and Cat6A cables from the data closets to multiple locations so all cables can be suspended above the ceiling tiles. The Contractor will install conduit as needed within each building for the cable runs. The Contractor will provide and install Ethernet jacks and face plates at each location identified on the individual magnified numbered building maps that are included. The Contractor will provide 1ft Cat6A (white colored) and Cat6A (purple colored) patch cables for connecting network switches to the new patch panels in the data closets as well as 3ft Cat6A (purple colored) patch cable at each access point location. The Contractor will also be responsible for all boring as needed. The Contractor will be responsible for providing and installing conduit, grounding blocks, network racks and cable trays in data closets. The Contractor will be responsible for labeling and testing all new Ethernet and fiber connections. All installation materials furnished and installed by the Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum of five (5) years after final acceptance by the Hendry County School District Information Technology (HCSD IT). Defective items must be replaced free of charge. A complete list of materials (with part numbers) must be provided with the pricing and all materials must be verified by the HCSD IT department prior to installation.

Cat6A Work:

The Contractor will be responsible for installing dual port Cat6A data lines for connecting District devices to data closets. Each location will have two dual port Cat6A jacks mounted in compatible wall plates. The exception is the following: One location (room 214) will have six Cat6A jacks mounted in compatible wall plates. The room location Cat6A connections are identified in the “CHS FullNetwork Topology.pdf” with data communication symbols triangle. One of the two data communication symbol triangles should align physically with a television panel. If a television panel exists and does not align with a connection symbol triangle, then a dual port wall plate should be installed. The Contractor will

be responsible for providing patch panels for wiring to terminate back to the data closets as well as one-foot white Cat6A patch cables.

Cat6A Work:

The Contractor will be responsible for installing single port Cat6A lines for connecting wireless access points to data closets with an additional three feet of slack at the access point locations and terminate with an RJ45 mount box (biscuit jack) at the access point locations. The Contractor will be responsible for providing three-foot purple Cat6A patch cables at each location. The Contractor will be responsible for providing patch panels for wiring to terminate back to the data closets as well as one-foot purple Cat6A patch cables. The room ceiling location Cat6A connections are identified on the diagram titled “CHS FullNetworkTopology.pdf” with the ‘AP’ circled symbol.

Fiber Work:

The Contractor will be responsible for installing twelve-strand armored OM4 terminated fiber cables at the identified IDF building locations to connect to the MDF. The Contractor will be responsible for providing and installing ten Gigabit twelve strand OM4 fiber modules and enclosures in each IDF and MDF. The Contractor will be responsible for twelve strand single mode fiber cable at the MDF to connect the maintenance department building.

Trenching/Digging:

The Contractor will be responsible for the following trenching/digging for conduit for the fiber runs/copper runs to connect the portables back to IDF’s Bldg. 900 Room 902. Along with connecting IDF in Bldg. 1500 Room 1502A to IDF Bldg. 800 Room #803.

Labeling:

All MDF and IDF patch panel terminations/LAN ports shall be identified by their corresponding room number and alphabet letter. E.g. “214 A” for data port 1 and “214 B” for data port 2. Patch panels and corresponding LAN ports should have the same labeling scheme. Access points should have this corresponding labeling: “214 AP A”

The District requires this work to be completed during the summer vacation and completed by August 12, 2024. Building plans containing IDF location and pathway locations are included in this document.

1 inch inner duct will be required to transport the fiber cable from the inside building network origin whether it be the MDF or IDF to the penetration to the outside environment.

Any individual total fiber cable length run that will exceed 1300 feet, single-mode cable will be the required cable in place of OM4 multimode fiber cable.

Lowest Corresponding Price (LCP):

Service providers Proposal must be the Lowest Corresponding Price (LCP). The proposed pricing for services and equipment must be the LCP of similarly situated nonresidential customers for similar services. When services and equipment are delivered and charged, the price billed must be no higher than LCP of similarly situated nonresidential customers for similar services.

EVALUATION CRITERIA

RFP EVALUATION CRITERIA	MAXIMUM POINTS	SCORED POINTS
Cost – Pricing Proposal	30%	
Equipment integration into existing infrastructure	20%	
Conformity to specifications	10%	
On-Site Engineering Services	10%	
Equipment Warranty Period	10%	
Past Performance of the Bidder	10%	
Customer Reference Form	10%	
TOTALS	100%	

RESPONSIVE REQUIREMENTS

Mandatory Responsiveness Requirement – Respondents shall provide the required documentation requested in this section. A respondent must meet the minimum qualification listed in this solicitation in order to be considered for award. The District will not review proposals from respondents who do not provide documentation to support the ability to meet the minimum qualifications listed below:

- The responding company must be in good standing with the School & Library Division and have an established 498 ID or Service Provider Identification Number (SPIN).
- Three completed reference forms included.
- Response sent via email to rodriguezmi@hendry-schools.net

Provide Vendor SPIN# _____ (obtain from the USAC Schools and Libraries Division)

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

The Hendry County School District will furnish power to the contracting firm while work is being completed.

Contractor will provide all warranty information regarding materials and workmanship in their proposals to the Hendry County School District.

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

Performance and Payment Bonds (Required)

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

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

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

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

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

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

Certified Copy of Recorded Bond

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

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

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

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

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

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

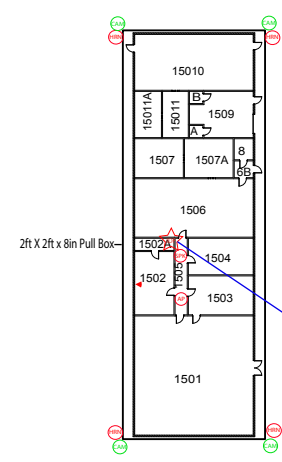
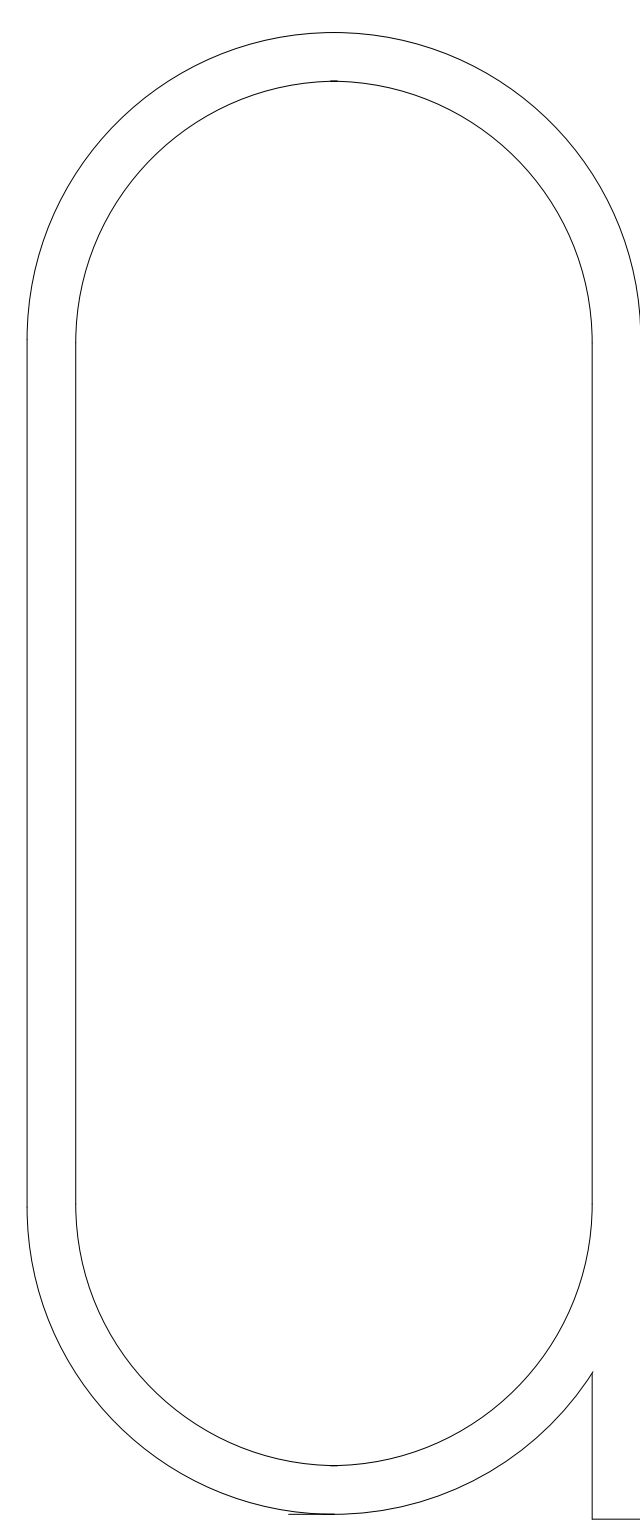
Right of Protest: Failure to file a protest within the time prescribed in Florida Statutes, Section 120.53 (5), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the vendor(s) to ensure all information is reviewed and completed prior to submitting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

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

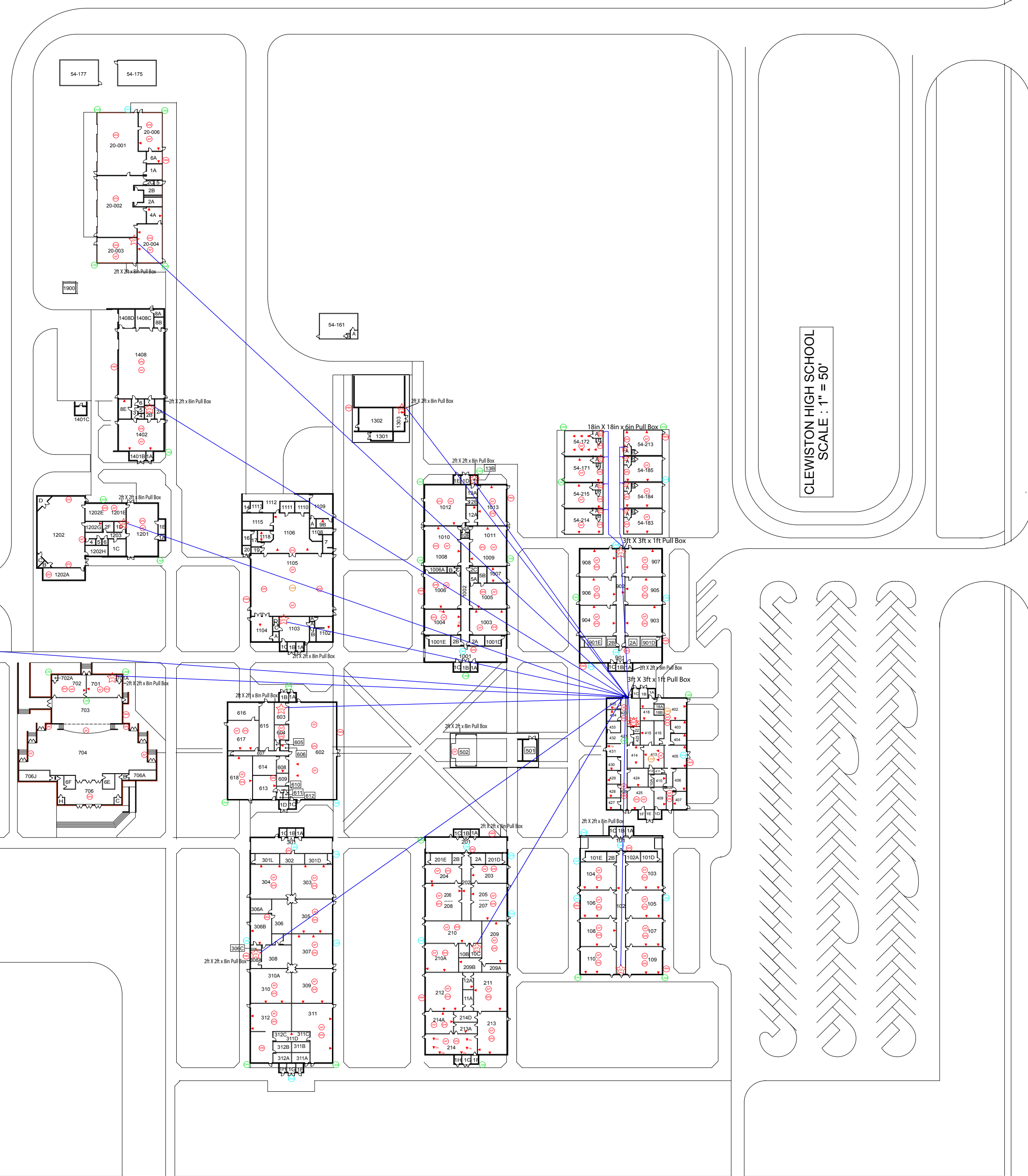
NO PHONE CALLS PLEASE. Requests for information shall be in writing only – refer all written requests to Mr. Miguel Rodriguez at rodriguezmi@hendry-schools.net.

Respectfully,

Mr. Jason Adams
Director of Information Technology



CLEWISTON HIGH SCHOOL
PARCEL : 13
FACILITY : 1
1501 SOUTH FRANCISCO STREET
CLEWISTON , FL. 33440



Attachment A – Insurance Requirements Form

Hendry County School District

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

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

X 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The Hendry County School District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The Hendry County School District by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The Hendry County School District.

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

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

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

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

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

The School District of Hendry County, Florida
Financial Services
P.O. Box 1980
Labelle, Florida 33975

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

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

Insurance Requirements Continued

CERTIFICATION:

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

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

Bidder Signature

Bidder Name

Bidder Title

Attachment B – Debarment Form
Hendry County School District

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this bid/proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION: The prospective lower tier participant certifies by submission of this bid/proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant must attach an explanation.

Bidder Signature: _____

Bidder Name: _____

Bidder Title: _____

Attachment C – Drug Free Workplace

Hendry County School District

The undersigned bidder, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Authorized Officer Signature

Date

Name

Title

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

Hendry County School District

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

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

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

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

Attachment E – Scrutinized Company Certification

Hendry County School District

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

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

Name of Company

Authorized Officer Signature

Date

Name

Title