



Hendry County School District

**Hendry County School District
Request for Proposal
For
Emergency Response, Disaster Recovery, Restoration and Remediation Services
25-00034**

To all interested Parties:

The Hendry County School Board, LaBelle, Florida, is seeking Proposals from qualified Contractor's to provide comprehensive emergency response, disaster recover, restoration, and remediation services. The selected Contractor(s) will be responsible for providing timely and effective services to mitigate the impact of emergencies and disasters, restore affected areas, and remediate any environmental hazards.

Services will be provided to all School District properties.

The primary objectives of this RFP are:

- To ensure repaid and effective response to emergencies and disasters.
- To restore affected areas to their pre-disaster condition.
- To remediate any environmental hazards resulting from the disaster.
- To minimize the disruption to the community and ensure public safety.

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

Event Details	RFP Issue Date: Wednesday April 2, 2025 Questions about the RFP due no later than: April 16, 2025 RFP's Due: April 30, 2025 Public Bid Opening: May 2, 2025
Questions	Questions shall be addressed to Mr. Anthony Busin, Director of Facilities at busina@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	Vendors are required to submit the following documents and the required documents listed in the Evaluation Criteria Form, in their entirety. 1. Company name and length of time in business. 2. Company physical location and the ability to service all School District Facilities, including all Schools and District owned properties in Hendry County, Florida. 3. Proof of Business Licensure with the State of Florida (can provide copy of Sunbiz web page). 4. Minimum of three (3) client references. 5. Completed and signed Proposal Submittal Form. 6. Completed and signed Detailed Price Proposal Form. 7. Addenda(s) signed and dated if issued. 8. Insurance Requirements Form (attachment A) 9. Debarment Form (attachment B) 10. Drug Free Workplace Form (attachment C) 11. Public Entities Crime Form (attachment D) 12. Scrutinized Company Certification (attachment E) 13. Foreign Country of Concern Attestation (attachment F) 14. Vendor Affidavit Regarding the Use of Coercion for Labor and Services (attachment G)
Response Instructions	Vendors shall submit four (4) hard copies of their proposals and one electronic copy on USB flash drive via mail to: Hendry County School District Finance Department Attn: Brandynn Arrieta 111 Curry Street LaBelle, Florida 33935

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

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

New E-Verify requirements

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

B. Subcontractors

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

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

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

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

Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 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, to be in compliance with 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

The following instructions have been developed specifically for this 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 “Proposer”, “Contractor”, or “Vendor”). No separate document will be negotiated or executed. The District reserves the right to deem conditional proposals (i.e., counter-proposals on specific terms and conditions) nonresponsive; any such bids will not be considered.

Section 1:

Scope of Work or Services

1. The purpose of this RFP is to establish an Agreement for emergency clean-up service in Schools and other facilities for the Hendry County School District on an as-needed basis. Emergencies shall include but not be limited to fire, flood, wind damage, and vandalism. The contract period will be for one (1) year with two (2) one-year extensions if all parties agree to the same terms.

Services may include, but are not limited to the cleanup of the following:

- Repair and cleanup of Broken glass
- Door and window repair/replacement
- Fire extinguisher chemical discharges
- Floods and water damage to facilities
- Removal of graffiti from brick, concrete surfaces, and painted surfaces
- Sandblasting
- Fire and smoke restoration
- Kitchen hood discharge
- Dry and remove Category 1, 2, and 3 contaminated water
- Removal and replacement for drywall, insulation, vinyl cove base, electrical outlets, and vinyl cove base.
- Preparation of drywall for painting. Application of texture to drywall. Paint drywall and concrete block as needed.
- Roofing repairs and/or replacement
- Other debris as a result of vandalism or other acts of nature that would prevent and/or disrupt the daily operations of a facility.

These services shall be performed on an as-needed basis; however, the Contractor must have 24 hours a day, 365 days a year availability.

2. Licenses, Certifications & Contractor's Experience:

2.1. Contractor shall hold a current occupational license and shall be qualified to perform work as described herein.

2.2. Contractor must have completed within the past two (2) years a minimum of three (3) remediation and mitigation services, where the contract amount was \$25,000 or more, excluding build back. List in detail previous years' experience of direct or relevant projects completed that are the same or similar to the magnitude of this RFP. Include the name of the project, date, locations, type and value, and project contact information.

3. Service Requirements:

3.1 The Contractor shall be held responsible for the on-site supervision, scheduling, receiving, and placement of materials. If the Contractor requires subcontractor labor, the Hendry County School District shall be notified of this requirement. Under no condition shall the work specified be subcontracted, without prior District approval. Work shall be performed by qualified and trained service personnel who are directly employed by the contractor. All employees assigned by the Contractor, including subcontract labor, to perform work under this RFP shall meet all requirements and standards to perform the work assigned as specified.

3.2 The Contractor shall respond to "emergency" calls within four (4) hours of receipt of the call. Receipt of calls must be confirmed by the Contractor either by phone or email within 30 minutes to the requesting District Representative. The Contractor must also provide the District representative with an estimated time that the service will be performed and whether it will be standard hours or non-standard hours. Failure to respond in the required time could result in the issuance of the work to another Contractor.

3.3 Routine and emergency calls during the hours of 7:00 a.m. to 5:30 p.m. Monday through Friday, excluding holidays will be considered standard labor. The recognized holidays under this contract are New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The recognized holidays and weekends will be considered non-standard labor. The Contractor shall provide an on-site response to service requests within twenty-four (24) hours of the request and shall respond to Facilities representative inquiries within twenty-four (24) hours of the initial contact.

3.4 The Contractor is not permitted to store hazardous waste on District property or dispose of any hazardous waste in District's dumpsters or trash cans. Products and materials, whether hazardous or not, will be removed by the Contractor daily. Chemicals poured directly from the container will not be disposed of down drains. Waste (such as stripper with wash water) from the use of chemicals can be disposed into the sanitary sewer if that is what the manufacturer recommends. No chemical (new, used, etc) is allowed to be put into the storm-water sewer system. If District incurs any costs because of improper disposal of waste or generation of hazardous waste, the Contractor will be back-charged for the costs. Any questions about hazardous waste storage and disposal shall be addressed with the District Facilities Director.

3.5 All cleaning shall be accomplished in a way as to prevent discoloration, damage, or disfigurement of the surface being cleaned.

3.6 All removal and replacement work must include labor and material.

3.7 Work shall be limited to the area of emergency, however, if during the performance of this work if it is discovered that the emergency that the emergency area is larger or smaller than observed during the initial evaluation such information shall be immediately communicated to the authorized District representative(s).

4. Project Requirements

4.1 The Contractor shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations, cleaning tasks, equipment, and materials to be able to both properly train and direct the employees in their tasks and to maintain and control an effective inspection and follow-up program.

4.2 The Contractor shall consult with the authorized District Representative(s) as to the manner of starting the work. The work shall be carried on in such a manner that there will be no interruption to or interference with the proper execution of District business.

5. Investigations and Scheduling Requirements

5.1 During an investigation, the Contractor's employees shall not enter the premises or attempt to perform any work until investigating authorities have completed their investigation or there is approval by the authorized District representative(s).

5.2 Work shall not start (even if scheduled) until the area has been released. Releasing authority shall be both the onsite responder, such as, but not limited to law enforcement, fire/paramedics, District Operations & Maintenance, Safety, Site Security, and Building Administrator.

6. Additional Information

6.1 Electrical power and water will be furnished by the District for the Contractor's use as is necessary for the conduct of work.

6.2 Industry standard vacuum equipment with either high-efficiency particulate air (HEPA) or HEPA- like filtration must be provided by the Contractor and used at all locations.

6.3 The Contractor will remove any defective equipment, materials, or supplies as instructed by the authorized District representative.

6.4 The District does not normally heat or air condition space that is vacated or empty. However, air conditioning may be provided only when the official activities of the building dictate. Work that may require heating and/or air conditioning (i.e.: running the air conditioning to dry out carpet that has been steam cleaned) must be scheduled and approved, in advance, by an authorized District representative.

7. Completion of Work

7.1 Upon completion of work, the District reserves the right to inspect all work and verify unit prices charged against the agreement.

The Contractor shall be required to submit the items listed below:

- Post Job report of work performed to include:
 - a. List of rooms/areas impacted and what remedial actions were taken in each room (flood out, water extraction, equipment placed, etc)
 - b. Before and after photographs of each room to include in case of water damage infrared photos as well as a photo of pin moisture measurement showing each impacted material in the room is dry.
 - c. List of equipment placed in each room and how long the equipment operated (fans, dehumidifiers, etc)
 - d. List of type and how much material was removed from each impacted room.
- Copies of invoices from suppliers for cost plus charges.

8. Reporting Requirements

8.1 The Contractor will need to be able to assist the District in preparation of FEMA, State, and private agency reporting to be for eligible for reimbursement.

8.2 The Contractor will need to be able to assist the District in the preparation of documents required for insurance claims.

Section II:

RFP PROCESS: Proposals shall be reviewed and evaluated based on the criteria set forth in this RFP. The committee will consist of three (3) representatives from the District's Maintenance Services Department. Companies will be ranked using a total rating scale of 100 points. The three (3) evaluators will score based on their individual understanding of the Proposal meeting the RFP criteria and District needs. The final score will be the average of the three (3) committee members' individual scoring.

RFP EVALUATION CRITERIA: The Proposal must include information documenting how the company meets the evaluation criteria outlined below. Evaluations will be based on these criteria with assigned weighting as indicated. Each company's Proposal must include a Table of Contents and should be organized by specific sections corresponding to the criteria and in the order shown in the Evaluation Scoring Sheet below.

RFP CRITERIA	EVALUATION	MAXIMUM SCORE
1. Pricing	Lowest, economical pricing while still maintaining quality of service and product. Please provide Cost Proposal sheet including hourly rates for all personnel and percentage markup of material costs for repairs.	30
2. Technical Qualifications	Describe the organizational structure of the entity responsible for the project(s).	10
3. Capability of Performing the Work.	Describe the company's capabilities to complete the project(s) in a timely manner.	10
4. Experience	Provide a list and description of three (3) completed commercial site projects.	10
5. Budget and Schedule	Provide examples of how your team has achieved a high level of quality on projects with challenging budgets and/or schedules. Projects described in this criterion may be in addition to those listed in item 3.	10
6. Business Location	Supply the company location and the ability to provide emergency services to the District.	15
7. References	Provide the name, title and phone number for three (3) client reference contacts.	15
Points	Total Potential Points Based on Rating Scale	100

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 RFP 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 Proposal, or assign or transfer any of its interest in this Proposal, 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 Proposal a requirement that the Subcontractor be bound by this Proposal as if Subcontractor were the Contractor. The Board's consent to any Subcontractor under this Proposal shall not relieve Contractor of any of its duties or obligations under this Proposal. Moreover, approval by The Board of a Subcontractor shall not result in any obligations or liabilities to the District in addition to those set forth in this Proposal, 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 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 Proposer must deliver Performance and Payment bonds equal to the contract price, no later than the date of execution of the contract or the first request for payment under the contract, whichever is first. Bonds must be issued by Surety companies admitted to do business in the State of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds.

Certified Copy of Recorded Bond

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

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

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

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

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

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

Right of Protest: Failure to file a protest within the time prescribed in 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 Operations.

Throughout the selection process, commencing with the Issue Date, Proposers are directed not to communicate with any District employee, including Board Members regarding this Proposal, or any matter relating to this RFP, other than Mr. Anthony Busin at busina@hendry-schools.net. The Hendry County School District reserves the right to reject any Proposal due to violation of this provision.

Conflicts of Interest: Proposers are advised that they have an affirmative obligation to disclose any affiliation or business relationship with any District employee creating a conflict of interest.

NO PHONE CALLS PLEASE. Requests for information shall be in writing only – refer all written requests to Mr. Anthony Busin at busina@hendry-schools.net,

Respectfully,

Mr. Anthony Busin
Director of Facilities

RFP 25-00034

Emergency Response, Disaster Recovery, Restoration and Remediation Services

PROPOSAL SUBMITTAL FORM

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

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

Bid Proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department at the given address in this Request for Proposals by the date and time listed on the Proposal. All Bid Proposals received after the designated cut-off time will not be considered and returned unopened.

I/we hereby certify that I/we have carefully read all instructions pertaining to this Request for Proposal and that my/our Proposal complies, without exception, with all instructions and specifications.

Company Name

Signed Authorization Representative

Printed name of Representative

Title of Representative

Date

Address

City

State

Zip Code

Contact Numbers:

Email Address:

Attachment A – Insurance Requirements Form

Hendry County School District

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

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

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

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

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

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

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

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

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

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

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

Insurance Requirements Continued

CERTIFICATION:

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

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

Bidder Signature

Bidder Name

Bidder Title

Attachment B – Debarment Form

Hendry County School District

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

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

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

Bidder Signature: _____

Bidder Name: _____

Bidder Title: _____

Attachment C – Drug Free Workplace

Hendry County School District

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

(name of business)

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

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

Authorized Officer Signature

Date

Name

Title

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

Hendry County School District

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

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

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

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

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

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

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

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

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

Authorized Officer Signature

Date

Name

Title

State of _____

County of _____

_____ Appeared in person before me, who is personally known to me or provided the following identification _____, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires

Attachment E – Scrutinized Company Certification

Hendry County School District

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

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

Name of Company

Authorized Officer Signature

Date

Name

Title

ATTACHMENT F

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

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

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

Printed Name: _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT G

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

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

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

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

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

Signature of Authorized Representative