



Hendry County School District

Hendry County School District

Request for Proposal: 26-0008

Network Infrastructure Equipment

To all interested Parties:

You are hereby invited by the Hendry County School Board to respond to the following:
Network Infrastructure Equipment, RFP 26-0008.

RFP Contents	
Event Details	Issue Date: February 18 th , 2026 Questions about RFP due no later than: Friday, February 27 th , 2026 by 3:00 p.m. EST. RFIs answered and posted on March 4 th , 2026 by EOD (3:00 pm EST). Bids Due: Wednesday March 18 th , 2026 by 3:00p.m. EST Bid Opening: Monday, March 23 rd , 2026 at 10:00 a.m. at the Purchasing Department located at 111 Curry Street, LaBelle, FL 33935
Questions	Questions shall be addressed to Francisco Munoz, Assistant Director of Information Technology, Munozf@hendry-schools.net
Attachments	Vendor(s) must read all attachments, addendums, and return applicable documents with their submittal.
Line Items	Vendor(s) will input pricing, discounts and any other information requested.

Response Submission	<p>Vendors are required to submit the following documents, complete in their entirety:</p> <ul style="list-style-type: none"> ▪ Bid Proposal Form ▪ Business history, resources, and experience ▪ Business licensure within the State of Florida (can provide copy of Sunbiz web page) ▪ Minimum of 3 references ▪ Insurance Requirements Form (attachment A) Debarment Form (attachment B) ▪ Drug Free Workplace Form (attachment C) ▪ Public Entities Crime Form (attachment D) ▪ -Scrutinized Company Certification (attachment E) ▪ Foreign country of concern attestation (attachment F) ▪ Vendor Affidavit Regarding the Use of Coercion for Labor and Services (Attachment G) ▪ Any Addendums must be included in the final submission of this bid with a signature and date of acknowledgment
Response Submission	<p>Vendors shall submit three (3) hard copies of their bid and one electronic copy on USB flash drive via mail to:</p> <p>Hendry County School District Finance Department Attn: Brandynn Arrieta 111 Curry Street Labelle, Florida 33935</p>

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.

SCOPE AND SPECIAL CONDITIONS

Hendry County School District (hereafter referred to as the “District”) through a Request for Proposal (RFP) process, is seeking firm pricing for the purchase of parts and equipment as specified related to the data infrastructure systems used by the District in full compliance with the E-Rate Program of the USAC (Universal Service Administrative Company). Proposers must submit firm fixed pricing on all items in each section and submit a percentage discount off MSRP (Manufacturer’s Suggested Retail Price) for balance of line for its schools and other Hendry County District locations. The District requests bids for these products, as described in the specifications, from interested Vendors. The District has made a significant investment in Cisco Networks switching. The District is currently standardized on Cisco Network equipment. Any equipment bid for this project shall be fully compatible with Cisco DNA network management center.

Where a definite product is specified, it is not the intention of the District to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the District or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be explained in detail: otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder’s expense, tagged and labeled with Bidder’s name, item number and bid number.

All aspects of this solicitation and the products purchased must comply with the FCC’s competitive bidding requirements for Universal Service Fund (USF) support. The vendor must participate in the E-Rate program administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The purchase of any equipment from a resulting contract is contingent on being awarded funding from E-Rate Category 2 funds.

All proposed hardware, software and support must be Cisco Certified New. Cannot be refurbished and must be supported through Cisco Direct TAC support. All responders must be Cisco Authorized Resellers.

DISCONTINUED ITEMS OR END OF LIFE/BALANCE OF LINE DISCOUNT

The successful Proposer shall submit to the District written notice sixty (60) calendar days in advance when any item has been discontinued or end of life. Justification from Proposer's supplier and manufacturer must accompany the written sixty (60) day notice. A balance of line percentage discount off MSRP will be acceptable when related to replacement of a discontinued or end of life item. The awarded Proposer must submit a MSRP upon request for end of life or discontinued items being replaced. In the event of an item being discontinued, the District reserves the right to cancel any order for items that have been discontinued or end of life at its own discretion. Failure to meet these requirements may be grounds for contract termination.

SUBSTITUTIONS

Should a particular product become unavailable after award due to extreme market demand or inability of the manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, the Proposer may propose a substitute product to the District. The Proposer shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Proposer will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is acceptable are solely within the discretion of the District.

WARRANTY

All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years.

PRICING: All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within the District to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.

CLAIMS RESPONSIBILITY: It shall be the responsibility of the Bidder to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Bidder will be immediately notified by phone with a follow-up letter within 24 hours of notification.

EVALUATION / AWARD: Each bid shall be awarded on the basis of the lowest and best bid from a responsive and responsible Bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, and service and past performance of the Bidder.

GUARANTEED QUANTITIES

No guarantee is given or implied as to the total dollar value of this RFP. The District is not obligated to place any order with any Contractor participating in this RFP. Where indicated, quantities are estimated only; the School Board reserves the right to purchase more or less provided orders are placed within the time limits specified. The District specifically reserves the right to reject any conditional bid and will normally reject those, which make it impossible to determine the true amount and quality of the bid. The award of the bid shall not constitute an order. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions.

RFP RESULTS: RFP results will be communicated via email.

QUESTIONS: Should any questions arise concerning this bid, please address your questions to the District's Information Technology Department contact whose name appears on the Invitation to Bid form (Page #1). Questions must be submitted in writing prior to the question deadline to contact by email directly to the Information Technology Department contact.

Prospective bidders shall not contact any member of the District, the School Board, the Superintendent, or District staff (other than the purchasing contact for this RFP) regarding this bid prior to the posting of the tabulation and award recommendation. Any such contact may be cause for rejection of your bid.

QUESTION DEADLINE FOR THIS RFP: Friday, February 27th, 2026 by 3:00 p.m. EST

VENDOR PREFERENCE LAW

The paragraph below will be checked if the Florida Business Preference Law applies to this RFP.

PREFERENCE TO FLORIDA BUSINESSES: All bidders are hereby notified that this state has a Florida Business Preference Law that this agency is required to comply with in accordance with Sections 287.084(1) & (2) F.S. When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible bid, proposal, or reply is by a Vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Vendor has its principal place of business. In a competitive solicitation in which the lowest bid submitted by a Vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be 5 percent. Section 287.084(1)(a) F.S. does not apply to transportation projects for which federal aid funds are available. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities. A Vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. A Vendor preference disclosure form as required under section 2 of the state law is included in this bid package and must be completed by all bidders. Vendor preference disclosure form must be submitted with bid or bid will be declared non-responsive. For the purpose of this RFP, "principal place of business" means the state in which the Vendor's high-level officers direct, control, and coordinate the Vendor's activities. The Vendor's principal place of business, as represented by the Vendor in its bid, may be relied upon by the District without further inquiry. If the District determines that a Vendor has misrepresented its principal place of business, the Vendor's bid shall be rejected. For the purpose of this RFP, "Personal Property" shall be defined as goods and commodities, but not real estate, intellectual property or services.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act.

E-RATE CONTINGENCY

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before **May 29th, 2026**.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC

- approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services will not be accepted.
 - h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
 - i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to the awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
 - j. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. Proposers are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDERS acknowledges that BIDDERS is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDERS agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC’s REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of “Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs” (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-

- f. 121. FCC 19-121 can be viewed at [fcc-19-121a1.pdf](#)
- g. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
- h. questions associated with its proposal.

INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

RFP 26-0008
NETWORK INFRASTRUCTURE EQUIPMENT
PROPOSAL SUBMITTAL FORM

Bids 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 Bid 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 Bid opening without the consent of The School Board for a period of sixty (60) days. The School Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Bid proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department at the given address in this Request for Proposal 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 Bid 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:

BID PROPOSAL FORM

For the purpose of this bid please quote a unit price for each of the items listed below. All prices must remain firm through ERATE Approval and Funding Process. Pricing shall include all Shipping/Handling FOB Destination. Model Numbers are for reference purposes only - Equivalent Equipment Alternatives will be considered. The district reserves the sole right to accept or reject products proposed as "equivalent". Indicate the brand and model being proposed or CIRCLE the brand and model as indicated below if proposing as specified. Only Eligible items will be considered. Do not submit Ineligible items. The District is requesting pricing, rack mount installation and configuration setup on the following:

Qty	Part Number	Description	Smart Account Mandatory
5	C9500-48Y4C	Cisco Catalyst 9500 Series high performance 48-port 25G switch, NW Ess. License	-
5	C9500-RFID	RFID Selected for C9500 high performance switches (C9500- 48Y4C)	-
5	C9500-ACCKITH-19I=	Accessory Kit for Cisco Catalyst 9500 Series – High-End - 19" rack mount	-
5	Cisco IOS XE Software Release 16.8.1a	Cisco Catalyst 9500 Series high-performance 48-port 1/10/25 Gigabit Ethernet switch with SFP/SFP+/SFP28	-
5	C9500-DNA-E-3Y	Catalyst 9500 NW and Cisco DNA Essentials license (3Y) for 24Q, 40X, 32C, 32QC, 48Y4C SKU	-
5	PWR-C4-BLANK	Catalyst 9500 power supply blank cover	-

25	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	-
25	CON-SW-C92L48PX	SNTC-NO RMA Catalyst 9200L 48-port PoE+ only, 4x10G	Yes
25	C9200L-NW-A-48	C9200L Network Advantage, 48-port license	-
25	CAB-TA-NA	North America AC Type A Power Cable	-
25	PWR-C5-BLANK	Config 5 Power Supply Blank	-
25	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	-
25	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license	-
25	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license	-
25	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	Yes
25	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	-
25	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	Yes
25	C9200L-STACK-KIT	Stack kit for C9200L SKUs only: Two data stack adapters and one data stack cable	-
5	STACK-T4-3M=	3M Type 3 Stacking Cable, spare	-
35	C9200CX-12P-2X2G-EDU	Cisco Catalyst 9200CX - Switch - compact - L3 - managed - 12 x 10/100/1000 (PoE+) + 2 x 1000Base-T + 2 x 10 Gigabit SFP+ (uplink)	-
35	C9200CX-DNAE-12-3Y	C9200CX Cisco DNA Essentials, 12-port, 3 Year Term license	-
35	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	Yes
35	CAB-TA-NA=	AC power cord for Cisco Catalyst, IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America	-
35	RACKMNT-19-CMPACT	19-Inch Rack Mounting Brackets for compact switches	-
100	SFP-10G-LR	10GBASE-LR SFP MODULE, ENTERPRISE-CLASS - 10G Ethernet SFP+ Cisco	-

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.

X 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