DISTRICT BOARD OF TRUSTEES PENSACOLA STATE COLLEGE 1000 COLLEGE BOULEVARD PENSACOLA, FLORIDA 32504-8998

BID 12-2010/2011

March 10, 2011

INVITATION TO BID (ITB) ON SECURITY SERVICES FOR PENSACOLA STATE COLLEGE

The District Board of Trustees of Pensacola State College (formally Pensacola Junior College), Florida hereby extends an Invitation to Bid on a Security Services for Pensacola State College.

The Bid opening deadline is **Tuesday**, **April 5**, **2011** at **2:00 p.m. local time**. All Bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services at the address listed below:

Pensacola State College Angie C. Jones, Director Purchasing and Auxiliary Services 1000 College Blvd Bldg 7, Room 737 Pensacola, FL 32504

I. GENERAL CONDITIONS

- 1. **SEALED BIDS:** An original and two (2) copies must be mailed or delivered to the attention of Director of Purchasing and Auxiliary Services and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Barfield Administration Building 7 Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998 or be delivered to the Bid opening site, no later than **Tuesday, April 5, 2011** at **2:00 p.m. local time** and shall be clearly marked **Sealed BID 12-2010/2011 Security Services**.
- 2. BID EVALUATION: An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on Thursday, April 7, 2011 at 2:00 p.m. in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College and online at http://www.pensacolastate.edu/visitors/vendors/currSolicit.asp. Posting normally occurs within 10 days of bid opening date.
- 3. **INSTRUCTIONS TO BIDDERS:** To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
- 4. **FACSIMILE BIDS:** Due to the requirement of sealed ITB responses, facsimile bids will not be acceptable as valid responses.
- 5. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide

- these services and equipment will be determining factors in the awarding the Bid.
- 6. **QUESTIONS REGARDING ITB:** Pensacola State College has made every effort to provide prospective bidders with the information needed to appropriately respond to this ITB. The College realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this ITB shall reference the ITB number and be directed, in writing, to:

Pensacola State College Angie C. Jones, Director Purchasing and Auxiliary Services 1000 College Blvd Pensacola, FL 32504

Questions may also be submitted by e-mail (acjones@pensacolastate.edu) or faxed to the attention of the Purchasing Director at (850) 484-1839.

All such written requests must be received no later than 3:00 PM, local time, Tuesday, March 22, 2011. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by Thursday, March 24, 2011. Any requests for information received after the March deadline may not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by the College in response to requests in full compliance with this provision. Bidders shall thoroughly examine and be familiar with the Bid Package. The failure or omission of any responder to receive or examine these documents shall in no way relieve any bidder of obligations with respect to this Bid or the subsequent contract or purchase order.

- 7. **DISCUSSIONS:** Informal communication shall cease on the date of issuance of this ITB and formal communications shall commence until bid is awarded. The Bidder must not discuss bid information, except for clarification requested by the College Purchasing Director, prior to the posting of the Bid results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said bid.
- 8. **ADDENDA:** All addenda issued during the time of bidding shall become part of the Bid Documents, and receipt thereof must be acknowledged in writing with the proposal. The College accepts no responsibility for inaccurate Bids due to missed information contained in any addendum. Each Bidder should ensure that they a have received all addenda and amendments to the ITB before submitting their bid. Please access the college web site at http://www.pensacolastate.edu/visitors/vendors/currSolicit.asp for any addenda.
- 9. LATE BIDS: It is the Bidder's responsibility to make certain that his/her bid is in the hands of the Purchasing Director prior to the opening time at the specified location. The College accepts no responsibility for late or misdirected mail deliveries. Late Bids will not be considered.
- 10. **BID OPENING:** Shall be public, on the date, location and the time specified in the ITB. It

is the bidders' responsibility to assure that his/her Bid is delivered at the proper time and place of the Bid Opening. Bids which for any reason are not delivered as specified will not be considered. Offers by telegram, telephone or fax are not acceptable. A Bid may not be altered after opening of the Bids.

- 11. **EXECUTION OF PROPOSAL: Bids shall contain a manual signature of authorized representative in the space provided.** Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to bid price or terms must be initialed.
- 12. **CONFLICT OF INTEREST:** The award there under is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Pensacola State College. Further, all bidders must disclose the name of any Pensacola State College employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 13. **CLARIFICATION:** The College reserves the right to request clarification of information submitted and to request additional information of Bidder, if needed.
- 14. **CONSIDERATION OF BIDS:** As its best interest may require and at its sole discretion, Pensacola State College reserves the right to make award(s) by the individual service, group of services, all or none, or any combination thereof and to accept the bid that embraces such combination of proposals and alternates or options as may promote the best interest of the College; to reject any and all Bids or waive any minor irregularity, technicality or element deemed immaterial by the College, at its sole discretion, in the Bids received. The College reserves the right but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive to all bid requirements, submission requirements, general conditions and special conditions of this Invitation to Bid. The College shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of the contract agreement. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.
- 15. **QUALIFYING BIDDERS:** The College reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.
- 16. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of Pensacola State College considering responsibility, responsiveness and price. A purchase order detailing agreed terms will be rendered between the College and the successful proposer. Terms of the contract will include any and all items as specified in the proposal, plus mutually agreed terms and conditions.
- 17. **GOVERNMENTAL RESTRICTION:** In the event any court ruling, administrative rule, or governmental restrictions are interpreted or imposed so as to necessitate alteration of the material quality of the services offered in this Bidder to its completion, it shall be the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no

further expense to the College.

- 18. **DEFAULT:** Failure to perform according to this ITB and/or resulting contract or purchase order shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in the Bidder's name being removed from the College vendor mailing list.
- 19. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws and of all ordinances, rules, written opinions and regulations thereof shall govern development, submittal and evaluations of all Bidders received in response hereto and shall govern any and all claims and disputes which may arise between those submitting a Bidder response hereto and the College. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
- 20. **PUBLIC RECORDS:** Any material submitted in response to this Request for Bidders will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials which the Bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07(3) Florida Statutes.
- 21. **REASONABLE ACCOMMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provision of the American with Disabilities Act, for attendance at the Bid opening, will contact the Office of the Director of Purchasing at least seventy-two (72) hours in advance of the scheduled pre-bid conference or Bidder submission deadline.
- 22. PROTESTING A DECISION: In accordance with Section 287.042(2) (c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) (b), Florida Statutes, shall post at the time of filing the formal written protest, a bond payable to the College in an amount equal to 1 percent of the estimated contract amount. The bond shall be conditioned upon the payment of all costs which may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check. or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the college prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check, official bank check, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72hour time periods provided by this paragraph.
 - A. <u>Protest to the Solicitation</u>. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.

- B. <u>Protest to a Solicitation Amendment</u>. Any notice of intent to protest or formal written protest to any amendment issued by the College must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.
- C. <u>Protest of a Decision to Award or Notice of Intent to Recommend an Award</u>. Any person who is adversely affected by the College's decision or intended decision shall file a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered a notice of intent to protest and a formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.
- 23. **PIGGYBACK LANGUAGE:** With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other community colleges, state universities, district school boards and by other educational institutions or governmental entities within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (c).
- 24. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signing and submitting the Bid Forms, bidder attests that they have not been placed on the "Convicted Vender List".
- 25. **TAXES:** Sales to Pensacola State College are exempt from state sales tax. State sales tax certificate of exemption number 85-8012557294C-2 will be issued upon request.
- 26. **INSURANCE:** The successful bidder shall provide appropriate insurance as indicated hereafter:
 - (a) Worker's compensation insurance as required by Chapter 440, Florida Statutes, covering the successful firm's employees;
 - (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$1,000,000.00 each occurrence; \$3,000,000.00 per aggregate. The District Board of Trustees, Pensacola State College, Florida shall be named as an additional insured on the contractor's policy.
 - (c) Automotive liability insurance for all owned, hired and non-owned autos against bodily injury and property damage, in the amount not less than \$1,000,000.00 Combined Single Limit (each accident);
 - (d) Certificates evidencing that all of the above listed insurance(s) are in force, shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of

<u>Trustees, Pensacola State College, Florida, as additional insured.</u> All policies should have A.M. Best Rating of A+ or better. Failure to maintain the required insurance may result in a termination of the contract at the Certificate Holder's option.

- 27. All prices shall be **FOB Pensacola State College**, 1000 College Boulevard, Pensacola, FL 32504-8998.
- 28. All bids shall be submitted on this bid form, and shall be properly signed by an authorized representative, of the firm or entity submitting the bid, in order to be considered. Failure to complete and return response on this form may be cause for rejection of the response.

NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence and shall control.

We look forward to your participation in submitting a bid for consideration. Any questions or concerns should be addressed to the Director, Purchasing and Auxiliary Services at (850) 484-1794.

Angie C. Jones
Angie C. Jones, Director
Purchasing and Auxiliary Services

This bid is for multiple year Security Services for Pensacola State College. The agreement may be renewable, upon mutual consent and approval by the District Board of Trustees of Pensacola State College, FL., on an annual basis, with the first term effective July 1, 2011 through June 30, 2012.

TERMS AND CONDITIONS

- 1. Services provided shall include uniformed, <u>unarmed</u> guard services at the Pensacola, Warrington, Downtown Center and Milton Campuses of Pensacola State College and/or other designated areas, for protection of the College's employees, students, agents and invited persons; and to protect the College's property against vandalism, fire, theft, trespass and other such hazards.
- 2. The entire supervision of guards shall be the responsibility of the successful bidder and the designated representative of same, who shall, in turn, issue appropriate instructions to guards.
- 3. All of the guards and representatives of the successful bidder shall be employees of, and subject to, the sole direction and control of the successful bidder.
- 4. Hiring and firing of guards shall be the responsibility of the successful bidder. The successful bidder shall assume all liability for the guards' salaries, Social Security, Workmen's Compensation Insurance, Unemployment Taxes, and Bodily Injury and Property Damage Liability Insurance covering all operations.
- 5. In addition to regular hours, the provision shall be included for the President of the College, or his designated representative, to specify additional periods of time that the College may require uniformed, <u>unarmed</u> guard services, on any of the College Campuses, and/or other designated areas. Optional pricing for <u>armed</u> guard services, as required at the discretion of the College, shall be indicated in the space provided. The dates and times that the President, or his designated representative, desires additional guard services, shall be communicated to the successful bidder, in sufficient time to allow the company to dispatch personnel as needed. Although the number of hours required by the College in such instances may be more than two (2) hours, per guard/per instance, the college will guarantee at least two (2) hours, per guard/per instance.
- 6. In order to qualify as a potential bidder, the firm or entity responding to this Invitation for Bid must have been established as a successful Security Services Firm for a minimum of three (3) years, and have provided guard services with comparable annual service hours in contracts of a similar nature to those required. The number of years of experience shall be indicated clearly in the space provided herein. The number of annual guard service hours provided shall be clearly indicated for each reference listed.
- 7. The successful bidder shall maintain a full-time, local office, in Escambia or Santa Rosa County, Florida, throughout the contract period, and provide address with bid response.

- 8. The successful bidder shall maintain a local telephone number (dialable as a local rate call from Pensacola, Florida) with a 24-hour dispatch, through the contract period. Phone number to be provided with bid response.
- 9. An on-site log book, for each campus, which shall be maintained by successful bidder and available for daily inspection by the Police Department of Pensacola State College. Logbooks must be submitted by the successful bidder and meet the approval of the Chief of Police and will remain the property of Pensacola State College.
- 10. At the option of the College and with a 50-day notification, the successful bidders shall provide on duty guards with a Datawand IIB Operating System, or approved equivalent. This device will be utilized to document the time and location of the building check. The college shall designate the number, quantity, and locations of the sensing labels utilized in the system. A computerized report of these checks shall be provided daily or upon demand to Pensacola State College Police Department. Should this system remain inoperable for a period of 72 hours, the College may impose a \$2.00 (per contract hour) penalty against the successful bidder until such time as the system becomes operational.
- 11. An on-site supervisor to be provided for each campus to ensure that all written and verbal instructions, are carried out.
- 12. Required equipment to be provided by the successful bidder to include rain gear, flashlight, an adequate and adaptable communication system (as determined by the College), and all cost associated with the required equipment, shall be provided at each site by the successful bidder. (e.g. cellular phones, in combination with voice/digital pagers, portable radios, etc.)
- 13. In the event that contract security guard(s) report to the assigned College site, later than the scheduled duty time (by fifteen minutes or more), the College will reserve the right to deduct two hours, plus the amount of time that the guard(s) reported late for duty, from the invoice covering the period.
- 14. A list of at least four (4) references, for which your firm has provided security services, similar to those required, shall be enclosed with bid. References to include, the firm of entity name, address, telephone number, contact person, the date of last service provided, and the number of guard hours provided annually, for each reference listed.
- 15. The successful bidder shall enter into a contract, to be approved by the District Board of Trustees, Pensacola State College, prior to the beginning of the service period.
- 16. This agreement may be terminated by either party upon prior notification of at least 45 days. This agreement may be terminated by the College upon 72 hours notification, for just cause if it shall be deemed in the best interest of the College.
- 17. All pricing shall remain firm through June 30, 2012. The College reserves the right to terminate the agreement at the end of one (1) year period or to renew the contract for

successive one (1) year periods, for a total of four (4) additional years, at its option. Any price adjustment request must be submitted in writing by April 1, of each fiscal year, to the Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year. Renewals shall be contingent upon satisfactory performance evaluations by the College and subject to the availability of funds.

18. Bids shall be made on a <u>PER HOUR BASIS</u>. The hourly rate shall be consistent regardless of date and shift, on which services are to be provided. The only allowable exception would be periods in which <u>armed</u> security services are requested, or period of <u>natural disaster</u>, such as hurricanes, floods, etc., which necessitate the closing of the College, with temporary replacement of College department police personnel with Contract Security Guards. Natural disaster rate will go into effect as soon as the College closes and Contract Security Guards are requested on a twenty four hour basis. The rate will continue in effect for 48 hours after the hurricane makes landfall in our area or until the College Police Department personnel returns. A separate rate may be listed for such period in the space provided in the pricing section.

PRICING SECTION

ITEM 1

- 1. Provide <u>unarmed</u> and <u>uniformed</u> Security Services for the Pensacola, Warrington Downtown Center, Milton and Navarre Campuses of Pensacola State College, during the period July 1, 2011 through June 30, 2012. The regular work schedule, for the Warrington, Navarre and Milton Campuses, and/or other designated areas, will consist of seven (7) days of 11:00 P.M. to 7:00 A.M. shift, plus an additional shift of 5:00 P.M. to 11:00 P.M. on Saturdays, Sundays and Holidays. <u>NOTE: All regular hours are subject to change at the discretion of Pensacola State College, with no resultant penalty, no increase of rates, and no additional cost to Pensacola State College.</u>
- 2. Regular hours include 68 hours for the Warrington Campus, 68 hours for the Milton Campus, and 68 hours for the Navarre Campus for an overall estimated weekly total of 204 hours. (Pensacola Campus and the Downtown Center hours will vary and are included in the additional hours). Based on the regular hours, the estimated annual total would be 10,608 hours. An allowance for additional hours, totaling 3,000 hours, shall be included for approved holiday coverage, emergencies, registration periods, etc. and shall be used only on an "as needed" basis, for all campuses as well as the Downtown Center. The anticipated total number of hours is estimated not to exceed 14,040 hours to include: natural disaster hours which will vary with the number of storms that impact our area. The estimated total per storm is 216 hours with an estimate of two hurricanes impacting the area for an annual total of 432 hours.
- 3. Total hours are offered as an <u>estimate only</u> and are not binding to Pensacola State College.
- 4. Pensacola State College reserves the right to award this bid with or without consideration of the additional year(s) options listed herein.
- 5. NOTE: Any award, on the basis of this bid, is contingent upon approval by the District Board of Trustees, Pensacola State College, Florida.

BIDDER RESPONSES

ESTIMAT	*UNIT	TOTAL	
ITEM QTY./UN	T DESCRIPTION/SPECIFICATIONS	PRICE	PRICE
1. 14,040 Hours	Unarmed and Uniformed Security Services for Non-Disaster Periods, as specified herein.		

^{*}Hourly rate shall be constant for any date and shift, in which services are to be provided, with the exception of a separate rate for the periods of natural disaster, or for the provision of armed guard services, to be listed in the spaces provided below.

OPTIONAL ITEMS:

ITEM	QTY./UNIT	DESCRIPTION/SPECIFICATIONS	HOURLY RATE
2	**	Armed Security Services during non- disaster periods, for special occasions, as required, at the discretion of Pensacola State College.	
3.	**	Unarmed Security Services, during natural disaster periods.	
_	ntity to be dete ired at all.	ermined, at the discretion of Pensacola State College,	on an as needed basis,
	-	time period the bidding firm or entity has been in v, prior to March 10, 2011.	business as a security
		/FROM TO	
Numbe	er of Years	/Date of Business Operations as a Security Service	Firm or Entity
List ad	ldress of local o	office:	
List lo	cal telephone n	umber(s):	

All rates bid herein for Fiscal Year 2011/2012 shall remain firm for the period July 1, 2011 through June 30, 2012. Bidders should consider the impact of existing and anticipated minimum wage structures, Social Security Requirements, Workmen's Compensation, etc., and the related impact of same in offering rates which shall remain firm through June 30, 2012.

REFERENCES

FIRM OR ENTITY	/CONTACT PERSON
ADDRESS	/CITY, STATE & ZIP CO
DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER
NUMBER OF GUARD HOURS PROVIDED	ANNUALLY FOR FIRM ABOVE
FIRM OR ENTITY	/CONTACT PERSON
ADDRESS	/CITY, STATE & ZIP CO
	/TELEPHONE NUMBER ANNUALLY FOR FIRM ABOVE
DATE OF LAST SERVICE PROVIDED NUMBER OF GUARD HOURS PROVIDED FIRM OR ENTITY	
	ANNUALLY FOR FIRM ABOVE /CONTACT PERSON
NUMBER OF GUARD HOURS PROVIDED FIRM OR ENTITY	ANNUALLY FOR FIRM ABOVE /CONTACT PERSON
NUMBER OF GUARD HOURS PROVIDED FIRM OR ENTITY ADDRESS	ANNUALLY FOR FIRM ABOVE /CONTACT PERSON /CITY, STATE & ZIP CO /TELEPHONE NUMBER
NUMBER OF GUARD HOURS PROVIDED FIRM OR ENTITY ADDRESS DATE OF LAST SERVICE PROVIDED	ANNUALLY FOR FIRM ABOVE /CONTACT PERSON /CITY, STATE & ZIP CO /TELEPHONE NUMBER
NUMBER OF GUARD HOURS PROVIDED FIRM OR ENTITY ADDRESS DATE OF LAST SERVICE PROVIDED NUMBER OF GUARD HOURS PROVIDED	/CONTACT PERSON /CITY, STATE & ZIP CO /TELEPHONE NUMBER ANNUALLY FOR FIRM ABOVE

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

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

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF VENDOR REPRESENTATIVE:		
TYPED OR PRINTED NAME OF	3	
VENDOR REPRESENTATIVE: _		
BIDDING FIRM OR ENTITY		
NAME:		

	FEDERAL TAX I.D. NUMBER
	FIRM OR ENTITY NAME
	ADDRESS
	CITY, STATE & ZIP CODE
	TELEPHONE NUMBER /FAX NUMBER
TYPED OR PRINTED NAME OF REPRESENTATIVE:	

BID SUBMITTED BY:

DATE:____