

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

**ITB 8-2010/2011**

November 19, 2010

**INVITATION TO BID (ITB) ON AUDIO VISUAL SERVICES TO INCLUDE  
EQUIPMENT, INSTALLATION, REPAIR, PROGRAMMING AND MAINTENANCE  
FOR  
PENSACOLA STATE COLLEGE**

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid on Audio Visual Services to include Equipment, Installation, Repair, Programming and Maintenance for Information Technology Services at Pensacola State College.

The Bid opening deadline is **Friday, December 3, 2010 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 **Friday, December 3, 2010 at 2:00 p.m. local time** and shall be clearly marked **Sealed ITB 8-2010/2011 – Audio Visual Services to Include Equipment, Installation, Repair, Programming and Maintenance for Information Technology Services**.
2. **BID EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Monday, December 6, 2010, 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/currTabs.asp>. Posting normally occurs within 10 days of bid opening date.
3. **INSTRUCTIONS TO BIDDERS:** To ensure 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. Pensacola State 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](mailto: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, Monday, November 29, 2010**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by **Tuesday, November 30, 2010**. Any requests for information received after the **November 29** deadline will not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by Pensacola State College in response to requests in full compliance with this provision. Bidders shall thoroughly examine and be familiar with the ITB. 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 ITB 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 Bid. The College accepts no responsibility for inaccurate Bids due to missed information contained in any addendum. Each Bidder should ensure that they 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/curr solicit.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. Pensacola State 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 BID:** Bids must 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. Bidders must disclose with their Bid 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 bidder'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; 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:** Pensacola State 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 bidder. Terms of the contract will include any and all items as specified in the bid, 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 procurement costs may be charged against your firm. Any violations of these stipulations

may also result in the Bidder's name being removed from Pensacola State 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 bid opening 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(5) (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 72-hour time periods provided by this paragraph.
  - A. Protest to the Solicitation. 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. Protest to a Solicitation Amendment. 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. Protest of a Decision to Award or Notice of Intent to Recommend an Award. 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 Bid solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (c).
24. **PUBLIC ENTITY CRIME:** In accordance with FS 287.133, 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. Your signature on the bid sheet certifies that your firm has not committed any public entity crime as specified.
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) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes;
  - (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$200,000.00 per claimant, and \$300,000.00 per incident or occurrence. 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 against bodily injury and property damage, in at least the amounts of \$200,000.00 per claimant, and \$300,000.00 per occurrence.
  - (d) Certificates evidencing that all of the previously listed insurance is 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 Trustees, Pensacola State College, Florida, as additional insured.
29. All prices shall be **FOB Pensacola State College**, 1000 College Boulevard, Pensacola, FL 32504-8998.
30. **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.**

### **SCOPE OF PROJECT**

The bid is for a multiple year Time and Material service agreement for audio/visual equipment installation and maintenance for Information Technology Services at Pensacola State College. The services will include but not be limited to installation and maintenance of classroom projection systems, Control systems from Extron and Crestron, Interactive White Board systems, and related parts and services to provide enhanced technology to our academic environment. The agreement will be renewable, upon mutual consent and approval by the Board of Trustees, on an annual basis, with the first term effective upon execution to June 30, 2011.

### **SPECIFICATIONS**

1. Services shall include maintenance, repair, revisions, and additional installations to Pensacola State College audio visual related systems. These services shall be offered on a time and materials basis with estimates provided as requested by project.
2. Pensacola State College reserves the right to separately identify and bid as individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to Pensacola State College Audio/Visual systems.
3. The successful bidder will be required to be familiar with the various building locations at all Pensacola State College campuses, at the successful bidder's expense. The successful bidder will be responsible for providing services to the Pensacola State College district, including, but not limited to the current campuses, centers and sites listed below and all future centers and sites.
  - a. Pensacola Campus  
1000 College Blvd  
Pensacola, FL 32504-8998
  - b. Warrington Campus  
5555 West Highway 98  
Pensacola, FL 32507-2097
  - c. Milton Campus  
5988 Highway 90  
Milton, FL 32583-1798
  - d. Downtown Center  
418 W Garden Street  
Pensacola, FL 32501
  - e. South Santa Rosa Campus  
5075 Gulf Breeze Parkway  
Gulf Breeze, FL 32563  
(future campus)
4. Bids shall be based on an hourly rate. The rate will be calculated from the time of arrival of services personnel on the College site. Round trip travel for service calls for all of the College campus and center locations shall be included, at no additional cost. No additional cost shall be required for pickup and return delivery when shop repair is required.
5. All parts will be bid at vendor's cost plus a percentage markup.
6. Rates must be consistent for all services on all campuses.

7. The existing Audio/Visual systems shall be accepted for coverage on an “as is” basis. There shall be no restrictions due to age of equipment other than availability of parts.
8. Each bidder shall be legitimately capable of providing parts, equipment, installation, and programming services for use in maintaining the Pensacola State College systems. In order to provide standardization of the classroom systems, a standard classroom installation will include:
  - a. Epson 2200 lumens projector  
8” speakers installed in the false ceiling with amplification  
Elmo TT document camera  
Extron MLC control system  
BluRay player  
Pull down matte screen – 96” wide  
all cables, wall plate and connections for  
2 computers – video and audio  
video player, and document camera
  - b. Additionally, certain special use rooms may have more advanced technology needs – including higher lumen projectors, more speakers and/or Crestron control system in place of Extron. This will be determined for each project separately.
9. A physical inventory list of the installed equipment shall be provided to Pensacola State College upon complete installation. Brand, model, and serial numbers, locations installed and IP addresses assigned shall be included.
10. Pensacola State College will provide computer system, electrical and network connectivity for connected equipment.
11. Successful bidder must employ at least one technician certified to program Extron systems and at least one technician certified to program Crestron systems. (The technician can be one or multiple as long as both systems can be managed.)
12. A minimum of one year warranty shall apply to all contractor furnished and installed parts, materials, supplies and/or equipment items. The warranty shall cover the cost of any and all parts, materials, supplies, and /or equipment items as well as related labor. The warranty shall cover the cost of any and all replacement parts and labor costs, required to return the equipment to its proper working condition.
13. Original Equipment Manufacturer (OEM) parts shall be used, unless alternate parts are approved by the College. The cost of replacement parts shall be the responsibility of the College and shall not exceed the actual cost of the part(s) plus the percentage markup as bid. The successful bidder shall be responsible for providing parts lists/price lists for all items quoted/billed to Pensacola State College, signed by appropriate College personnel employed in the areas for which repairs or minor revisions were performed. This parts list/price list shall show the successful bidder’s costs with their percentage markup listed in a separate column or line. The College may request a copy of any invoice from the successful bidder’s supplier(s) to verify the bidder’s price during the life of the contract.

14. Maintenance, repairs, revisions and additional installations shall be performed as required by the College. Repair or service work orders, for maintenance, repairs, revisions, and additional installation service calls, listing the time and materials required for the completion of same, signed by appropriate College personnel, shall accompany each invoice. Appropriate College personnel shall be defined to be permanent College employees – employed in the areas in which, or for which, such services are performed.
15. Maximum response time per service call (for on-site repairs) including arrival of service personnel at the College site shall be within one business day. Successful bidder must maintain a local service department within a 100 mile radius of the Pensacola Campus (1000 College Blvd).
16. Payment shall be permitted on a monthly basis, for repairs completed and invoiced during each respective month of the contract period. The successful bidder shall be responsible for providing parts list/price lists for all items quoted/billed to Pensacola State College, signed by appropriate College personnel employed in the areas for all parts billed to the College. **Successful bidder shall present invoices (referencing purchase order number) to the College within 30 days of completed work.**
17. The College reserves the right to cancel any agreement, resultant of this bid, upon thirty days written notice.
18. All pricing shall remain firm through the end of the fiscal year. The College reserves the right to terminate the agreement at the end of one year period as per Florida Statutes Section 237.161 or to renew the contract for successive one year periods, for a total of four additional years, at its option. Renewals shall be contingent upon satisfactory performance evaluations by Pensacola State College and subject to the availability of funds. Any price adjustment requests shall 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.
19. Pensacola State College reserves the right to award the bid, at the discretion of the College, and further reserves the right to reject any and all bids and to waive any technicalities. Pensacola State College reserves the right to consider reference data, technician profile data, Training certificates, and other information requested in determining bid award(s). Any award, on the basis of this bid, is contingent upon approval by the District Board of Trustees, Pensacola State College.
20. Submit with bid, minimum of three references for which your firm has provided Audio Visual maintenance, repair services, revisions and installation services.
21. Submit with bid, technician profile data listing the training, certification (Extron and Crestron as well as industry wide certifications) and educational backgrounds of technician(s) which will be utilized in servicing the agreement.
22. Submit with bid, proof of manufacturer certification and partner status for Crestron and Extron control systems.

**PRICING**

**ON-SITE TIME AND MATERIALS: MAINTENANCE OF AUDIO/VISUAL  
EQUIPMENT SYSTEMS**

	<b><u>Hourly Rate</u></b>
1(a) Hourly rate for New Installation	_____
1(b) Hourly rate for Maintenance of Existing Equipment	_____
1(c) Hourly rate for Programming Cost for Extron	_____
1(d) Hourly rate for Programming Cost for Crestron	_____

**Materials Rate/Markup**

If parts, materials, supplies, and equipment will be provided on a mark-up basis, please indicate the mark-up(s) to be applied, on the basis of percentage above the original equipment manufacturers' current list prices, in the space provided below:

	<b>PERCENTAGE <u>MARK-UP</u></b>
2. Materials, Supplies, Equipment and Parts	_____

**THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR PROVIDING PARTS PRICE LIST PAGE(S), FOR ALL PARTS, MATERIALS, SUPPLIES, AND/ OR EQUIPMENT ITEMS BILLED TO PENSACOLA STATE COLLEGE, TO SUBSTANTIATE THE COSTS TO WHICH THE PERCENTAGE MARK-UP APPLIES, IN EACH INSTANCE THAT PARTS, MATERIALS, SUPPLIES, AND/OR EQUIPMENT ITEMS ARE SUPPLIED AND BILLED TO QUOTED/BILLED PENSACOLA STATE COLLEGE.**

**REFERENCES**

1.

\_\_\_\_\_

FIRM OR ENTITY	/CONTACT PERSON
----------------	-----------------

\_\_\_\_\_

COMPLETE ADDRESS	/CITY, STATE & ZIP CODE
------------------	-------------------------

\_\_\_\_\_

DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER
-------------------------------	-------------------

Approximate number of months for which your company has provided service for the above listed reference: \_\_\_\_\_

2.

\_\_\_\_\_

FIRM OR ENTITY	/CONTACT PERSON
----------------	-----------------

\_\_\_\_\_

COMPLETE ADDRESS	/CITY, STATE & ZIP CODE
------------------	-------------------------

\_\_\_\_\_

DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER
-------------------------------	-------------------

Approximate number of months for which your company has provided service for the above listed reference: \_\_\_\_\_

3.

\_\_\_\_\_

FIRM OR ENTITY	/CONTACT PERSON
----------------	-----------------

\_\_\_\_\_

COMPLETE ADDRESS	/CITY, STATE & ZIP CODE
------------------	-------------------------

\_\_\_\_\_

DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER
-------------------------------	-------------------

Approximate number of months for which your company has provided service for the above listed reference: \_\_\_\_\_

**TECHNICIAN PROFILE SHEET**

**TRAINING AND EXPERIENTIAL BACKGROUND(S) OF TECHNICIAN(S)**

Number of qualified technicians: \_\_\_\_\_

\*Technician(s) Profile(s):

1. Name: \_\_\_\_\_

2. Title: \_\_\_\_\_

3. Educational Level: \_\_\_\_\_

4. Specific service training and certifications relative to and for which a bid to provide maintenance, repair, programming, revisions, and installation services, as specified herein, is submitted:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Number of years experience with current employer (bidder) as service technician: \_\_\_\_\_

6. Total number of years experience as service technician, involving maintenance, repair, programming, revisions, and installations of Extron and Crestron as well as industry wide certifications:

\_\_\_\_\_

**A copy of technician's certification(s) shall be submitted with bid.**

**\*If additional space is required, please reproduce this page, and enclose with completed responses, for each technician.**

**CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

**IDENTICAL ITB's** - 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 certified 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 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 Representative: \_\_\_\_\_

Typed or printed name of representative: \_\_\_\_\_

Responding Bidder name: \_\_\_\_\_

**BID SUBMITTED BY:**

**FEDERAL TAX NUMBER:** \_\_\_\_\_

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

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

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**TYPED OR PRINTED NAME OF REPRESENTATIVE:** \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

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