

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

November 16, 2012

**ITB 4-2012/2013**

**INVITATION TO BID (ITB) ON GARBAGE AND RECYCLED COLLECTION SERVICE**  
**FOR**  
**PENSACOLA STATE COLLEGE**

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid on Garbage and Recycled Collection Service at Pensacola State College.

The Bid opening deadline is **December 4, 2012 at 2:00 p.m. local time**. All Bids must be mailed or delivered to the address listed below:

Pensacola State College  
Cassie Boatwright, 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 **December 4, 2012 at 2:00 p.m. local time** and shall be clearly marked **Sealed ITB 4-2012/2013 – Garbage and Recycled Collection Service**.
2. **BID EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **December 6, 2012 at 2:00 p.m. local time**, 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/purchasing/current\\_tabulations.asp](http://www.pensacolastate.edu/purchasing/current_tabulations.asp) posting normally occurs within 5 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  
Cassie Boatwright, Director  
Purchasing and Auxiliary Services  
1000 College Blvd  
Pensacola, FL 32504

Questions may also be submitted by e-mail [cassieboatwright@pensacolastate.edu](mailto:cassieboatwright@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 p.m. local time, Monday, November 26, 2012**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by **Tuesday, November 28, 2012**. Any requests for information received after the **November 26, 2012** 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/purchasing/current\\_solicitations.asp](http://www.pensacolastate.edu/purchasing/current_solicitations.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 re-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 Invitation to Bid 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 OF ITB CONDITIONS/SPECIFICATIONS:** 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 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. **POSTING OF ITB RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted in the Purchasing Department and online at [http://www.pensacolastate.edu/purchasing/current\\_tabulations.asp](http://www.pensacolastate.edu/purchasing/current_tabulations.asp) and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in the Purchasing Department and/or [http://www.pensacolastate.edu/purchasing/current\\_tabulations.asp](http://www.pensacolastate.edu/purchasing/current_tabulations.asp) (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of ITB Recommendations/Tabulations.
24. **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).
25. **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.
26. **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.
27. **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 per claimant, and \$300,000 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 per claimant, and \$300,000 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.

28. All prices shall be **FOB Pensacola State College**, 1000 College Boulevard, Pensacola, FL 32504-8998.

29. **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 (850) 484-1781.

*Cassie Boatwright*

Cassie Boatwright  
Director Purchasing and Auxiliary Services

**This bid is for a multiple year agreement for garbage pickup/disposal and recycling services for Pensacola State College.**

**SPECIFICATIONS AND SPECIAL CONDITIONS**

1. Successful bidder to furnish all labor and equipment including dumpsters necessary to collect and properly dispose of all garbage, trash and recyclable material in compliance with all applicable laws, codes and regulations as per the Board of County Commissioners of Escambia County and Santa Rosa County, the City of Pensacola and the City of Milton.
2. Successful bidder for the recycling services shall be a single-stream recycler, which means that the College may place all recyclables into a single container with no need to sort recyclable materials. The following is a list of required recyclable materials to be placed in the recycling dumpsters.
  - All plastics
  - All glass
  - All aluminum, tin and steel
  - All paper
  - All cardboard
3. No service will be required for dumpster locations during the Christmas and New Year's Holiday Periods and Spring Break (which comprise a three-week period to be determined by Pensacola State College), except as noted. The quantity and size of dumpsters as listed within the specifications may vary due to the College's needs.
4. The successful bidder will place dumpsters (in new or like new condition) at all the facilities. All containers must be slant or box type containers, with light weight plastic lids, unless otherwise specified. The equipment must meet D.O.T., O.S.H.A., Federal, State, and local regulations and laws.
5. The successful bidder will replace any dumpster which develops, for any reason, holes causing garbage to be spilled onto the ground. It will be the successful bidder's responsibility to replace such dumpsters within a period of five (5) working days from the time it is brought to their attention by the College.
6. The successful bidder will clean and sanitize each dumpster once a week or in summer months as directed by the College in order to maintain sanitary condition. If an offensive odor cannot be removed from a dumpster, then the dumpster will be replaced.
7. The successful bidder will also give a cost of an additional pickup, which may arise under emergency conditions. This cost will be for the pickup of one 4 and 8 cubic yard dumpster. Pickup to be made within 8 hours of notification.
8. Mr. Walt Winter, Director of Physical Plant, or Charles Knight, Manager Building Services in the Physical Plant department, are to be the sole persons to call the successful bidder for additional dumpsters, reduction in dumpsters, and any additional or emergency pickups.
9. Successful bidder will submit on his invoice for payment, each dumpster size, location of dumpster, and number of pickups during the monthly billing cycle. Payments are to be made on a monthly basis, subject to a pro-rate basis for partial months.

10. **Proof of permits/franchises must be furnished with bid. No bid will be considered unless a copy of the permits/franchises are included with bid response.**
11. **The College reserves the right to terminate the agreement at the end of the initial agreement period (January 1, 2013 through June 30, 2014 or to renew the contract for successive one (1) fiscal year periods (July 1 through June 30), for a total of three (3) additional years, at its option. Contract renewal is contingent on the availability of funds.**
12. **All prices bid herein shall include all applicable cost including franchise fees and landfill fees.**
13. **All prices bid herein shall remain firm through the Contract period, with the exception that adjustments may be approved by Pensacola State College provided that documentation of unanticipated increase or decreases in city or county franchise fees and/or landfill rates, imposed on the successful bidder, by the city or county of jurisdiction, during the service period covered must be forwarded to the Director of Purchasing and Auxiliary Services at the time of increase request.**
14. Any award, as a result of this bid, will be contingent upon approval by the District Board of Trustees, Pensacola State College. This document will be the binding agreement for the successful bidder.

**CAMPUS/CENTER LOCATIONS**

Pensacola Campus  
1000 College Blvd.  
Pensacola FL, 32504

Downtown Center  
418 West Garden Street  
Pensacola FL, 32502

Milton Campus  
5588 Highway 90  
Milton FL 32583

South Santa Rosa Center  
5075 Gulf Breeze Pkwy  
Gulf Breeze FL, 32563

Warrington Campus  
5555 West Highway 98  
Pensacola FL 32507

Century Center  
440 East Hecker Road  
Century FL, 32535



**PRICING GARBAGE DUMPSTERS**

ITEM	QTY/UNIT	DESCRIPTION	MONTHLY COST	YEARLY COST
1	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced three times a week, Monday, Wednesday and Friday of each week.</b> Dumpster location: Building No. 5, Pensacola Campus		
2	49 Weeks	Two (2) eight yard dumpsters, to be set in place and <b>serviced three times a week, Monday, Wednesday and Friday of each week.</b> Dumpster location: Building No. 9, Pensacola Campus		
3	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Monday and Thursday of each week.</b> Dumpster location: Building No. 15, Pensacola Campus		
4	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced three times a week, Monday, Wednesday and Friday of each week.</b> Dumpster location: Building No. 18, Pensacola Campus		
5	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Monday and Thursday of each week.</b> Dumpster location: Building No. 23, Pensacola Campus		
6	52 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Monday and Thursday of each week. Service will continue during Holidays (see page 7, item 3)</b> Dumpster location: Building No. 99, Pensacola Campus		
7	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Monday and Thursday of each week.</b> Dumpster location: Building No. 3200, Warrington Campus		
8	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Monday and Thursday of each week.</b> Dumpster location: Building No. 3600, Warrington Campus		
9	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced three times a week, Monday, Wednesday and Friday of each week.</b> Dumpster location: Building No. 4600, Milton Campus		
10	52 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced three times a week, Monday, Wednesday and Friday of each week. Service will continue during Holidays (see page 7, item 3)</b> Dumpster location: Downtown Center		
11	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced one time a week, Monday of each week.</b> Dumpster location: South Santa Rosa Center		
12	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced one time a week.</b> Dumpster location: Century Center		
<b>TOTAL</b>				

Additional/Emergency Pickup	Garbage Dumpster Cost
4 Yard Dumpster	
8 Yard Dumpster	

**PRICING RECYCLING DUMPSTERS**

ITEM	QTY/UNIT	DESCRIPTION	MONTHLY COST	YEARLY COST
14	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 5, Pensacola Campus		
15	49 Weeks	Two (2) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 8, Pensacola Campus		
16	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 9, Pensacola Campus		
17	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 15, Pensacola Campus		
18	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday, and Friday of each week.</b> Dumpster location: Building No. 18, Pensacola Campus		
19	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 23, Pensacola Campus		
20	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 50, Pensacola Campus		
21	49 Weeks	One (1) eight yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 99, Pensacola Campus		
22	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 3200, Warrington Campus		
23	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 3600, Warrington Campus		
24	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Building No. 4800, Milton Campus		
25	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced two times a week, Tuesday and Friday of each week.</b> Dumpster location: Downtown Center		
26	49 Weeks	One (1) four yard dumpster, to be set in place and <b>serviced one time a week, Wednesday of each week.</b> Dumpster location: South Santa Rosa Center		
<b>TOTAL</b>				

Additional/Emergency Pickup	Recycling Cost
4 Yard Dumpster	

**Note: Trash dumpster and recycling dumpster pickup may be divided into two separate contracts based on best price.**

**CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

**IDENTICAL TIE BIDS** – 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  
VENDOR REPRESENTATIVE: \_\_\_\_\_

BIDDING FIRM OR ENTITY NAME: \_\_\_\_\_

**BID SUBMITTED BY:**

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

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

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

\_\_\_\_\_

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

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

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

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

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

ACKNOWLEDGMENT OF ADDENDUM/S: \_\_\_\_\_

