

DISTRICT BOARD OF TRUSTEES  
PENSACOLA JUNIOR COLLEGE  
1000 COLLEGE BOULEVARD  
PENSACOLA, FL 32504-8998  
April 13, 2006

BID NO.16-2005/2006

**INVITATION TO BID ON TEMPORARY EMPLOYEE SERVICES,**  
**FOR**  
**PENSACOLA JUNIOR COLLEGE**

The District Board of Trustees, of Pensacola Junior College, hereby extends an invitation to bid on Temporary Employee Services, for Pensacola Junior College, as specified in this bid request.

All terms and conditions, included hereafter, are part of this bid request. Any bid failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all bids and to waive any and all technicalities.

Directions for submitting bids include the following:

- 1. All bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola Junior College, Building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site, not later than 11:00 A.M., local time, Tuesday, May 2, 2006 and shall be clearly marked "SEALED BID NO. 16-2005/2006 – Temporary Employee Services, for Pensacola Junior College."**

An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on Monday, May 15, 2006, at 2:00 P.M. in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, FL 32504-8998. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola Junior College. Posting normally occurs within 10 days of bid opening date.

\*\*\* Note: Responses to be in the following format: One original and two (2) hard copy responses to be submitted with bid and one (1) electronic copy to be submitted in PDF format via email to [acjones@pjd.edu](mailto:acjones@pjd.edu) after the bid opening but not later than 12:00 noon on Thursday, May 3, 2006.

2. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses.
3. Price, quality, specifications and time of guaranteed delivery will be determining factors in the awarding of the bid.
4. All bid prices shall be F.O.B. PENSACOLA JUNIOR COLLEGE, 1000 COLLEGE BOULEVARD, PENSACOLA, FLORIDA, 32504-8998.

5. All prices shall be firm until order is placed, unless otherwise specified herein or indicated by bidder.
6. Bids may be awarded or rejected, item-by-item, in sub-group(s) or in whole, at the discretion of Pensacola Junior College.
7. Unless otherwise indicated herein, when manufacturer's names, trade names, and/or catalog numbers are listed in a specification, they are provided for information and are not intended to limit competition. The bidder may offer any brand for which he/she is an authorized representative which meets or exceeds the specification(s) for any item(s). If equivalent products are offered, the manufacturer's name and model number shall be clearly indicated on the bid form. Any item(s) offered as equivalent to that which is specified must be equivalent in quality of materials, workmanship, and effect and shall be corresponding in function and performance. Descriptive literature and/or complete specifications shall be included for any item(s) offered as approved equivalent(s). Bids lacking any written indication of intent to bid an alternate product or brand will be considered to be in complete compliance with the specifications of the bid form. Pensacola Junior College shall retain the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.
8. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form.
9. 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 bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
10. When colors are involved, color charts shall be enclosed, by the bidder, in order that desired colors may be selected.
11. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.
12. In the event that you are unable to submit a bid, written notification should be submitted to the Purchasing and Auxiliary Services Office, in order for your firm's name to remain on the mailing list.
13. Any person(s) requiring reasonable accommodations, in accordance with the provisions of the American With Disabilities Act, for attendance at the scheduled bid opening, shall contact the Office of the Director of Purchasing and Auxiliary Services, at least seventy-two (72) hours in advance of the scheduled bid opening deadline, as indicated on Page 1, herein.
14. 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 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) (d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from the date of award. Bidders shall note exceptions to the above paragraph, if any.

15. In accordance with FS 287.042(2) (c), 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) 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 total volume of the contract or \$5,000, whichever is less. The aforementioned 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 or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency 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, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
16. Any award, on the basis of this bid, will be contingent upon approval by the District Board of Trustees, Pensacola Junior College.

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

Angie C. Jones  
Director of Purchasing  
and Auxiliary Services

## **Request for Proposal for Providing Temporary Employees**

The District Board of Trustees, Pensacola Junior College, is requesting proposals for a multiple year agreement for the provision of temporary employee services to the College. Proposals should be based on the RFP specifications, terms and conditions, and critical proposal inclusions identified within this RFP.

The initial term of the agreement will be July 1, 2006 through June 30, 2007, with option to renew annually, upon mutual consent and approval by the Board of Trustees, for an additional four (4) years.

### **SPECIFICATIONS, TERMS AND CONDITIONS**

1. Successful firm(s) will be responsible for providing the following services:
  - ❖ employment screening including reference and criminal background checks, (describe background checks). The College reserves the right to do additional background checks if deemed necessary.
  - ❖ testing including but not limited to drug,
  - ❖ advertising,
  - ❖ recruitment,
  - ❖ safety training (describe safety training program),
  - ❖ performance counseling, and
  - ❖ disciplinary actions involving any temporary employee supplied under this agreement.

Successful firm(s) will be responsible for the above listed functions as well as other functions necessary for providing suitable temporary employees to the College.

2. Successful firm(s) will be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and checks, for any temporary employees provided under this agreement. Successful firm(s) shall supply the College with additional blank timesheets at no extra charge.
3. Pensacola Junior College is contracting for the services only. The services are to be provided by employees of the successful firm and **are not employees** of Pensacola Junior College. Pensacola Junior College, therefore, has no responsibility for the deduction of payroll taxes (employee income tax withholding, social security contributions, and Medicare contributions) or the remittance of those payroll taxes to the appropriate agencies. The deduction and remittance of payroll taxes and the matching contributions (mandated employer portion of social security, Medicare and unemployment compensation) are the sole responsibility of the successful firm. The responsibility for the mandated worker's compensation coverage on each worker is the responsibility of the successful firm and **not** the College.
4. The successful firm(s) will provide detailed invoices biweekly to the College, on a schedule to be agreed on by the successful bidder(s) and the College. Minimum information required on invoices include but are not limited to the following: purchase order number, employee name, hours worked, cost center, billing rate, sub-total by cost center, and invoice total.

5. The successful firm(s) will be responsible for providing staff members to arrange for the initial sign-up of temporary workers, on Pensacola Junior College site(s), prior to the first month of initial contract period, or as agreed upon by Pensacola Junior College and successful bidder. Please provide a contact name that will working primarily with the College.
6. The successful firm(s) shall provide “quarterly man-hour reports”, to include total hours billed for the quarter. Reports will show a breakdown by employee name, cost center, number of hours worked and billing rate.
7. Services will be provided for the College's campuses at Milton, Pensacola and Warrington; the College's Pensacola Naval Air Station and Downtown Pensacola centers, and any other Pensacola Junior College site.
8. Requests for temporary workers such as, but not limited to, secretarial and custodial workers may be requested from the firm on a periodic basis. Although the College may refer prospects to the firm, it is understood that all hiring decisions remain with the firm, and that all temporary employees must meet the firm(s) hiring criteria. The bill rate shall remain the same for employees referred to the temp agency by the College.
9. Bidders should carefully review the Temporary Employee Classification included within the specifications. Proposals may be made for any single classification, all classifications, or for any combination(s) of classifications. However, the College reserves the right to award on the basis of any single classification, multiple classifications or in whole, at the discretion of the College.
10. The initial term of the agreement will be July 1, 2006 through June 30, 2007. However, the duration of the work period for each temporary employee will be determined based on the needs of the College.
11. Submit with proposal certificates of insurance in accordance FS to include:
  - A. Worker's compensation insurance as required by FS 440 covering the successful firm's employees:
  - B. General public liability insurance against bodily injury, and property damage, in limits of not less than \$1,000,000.00 each occurrence; \$3,000,000.00 per aggregate.
  - C. Automobile Liability for all owned, hired & 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. Certificate evidencing that all of the above listed insurance(s) are in force and that the District Board of Trustees, Pensacola Junior College is listed as an additional insured. All policies should have Best Rating of A X or better. Failure to maintain the required insurance may result in termination of the contract at the Certificate Holder's option.
12. All pricing will remain firm through June 30, 2007. The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida State Statutes Section 237.161 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 requests for the succeeding year **must** be submitted in writing by April 1, of each year, to the Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year. No other rate changes will be permitted.

13. The successful firm(s) must agree to sign a contract with Pensacola Junior College, which will include the provisions, contained in this proposal and any other provisions required by law or regulation.

### **HISTORICAL DATA**

Pensacola Junior College utilized 265,626.25 (189,232 clerical and 76,394.25) man-hours under this contract during the period July 2004 through June 2005, and anticipate utilizing approximately 255,000 during this current fiscal year. **\*\* Note: there is no guarantee that future numbers will be equal or greater than the data represented above.**

### **CRITICAL PROPOSAL INCLUSIONS**

1. Proposals shall include pay rate and billing rate for each temporary employee classification. All applicable costs should be included within the billing rates. The billing rates quoted in the proposal must provide for the payment by the successful firm(s) of all costs including salary and benefits; mandated payroll taxes (social security, Medicare, unemployment compensation, etc.); and the appropriate worker's compensation coverage on each employee. These billing rates must remain firm for each year of the proposal and may NOT be increased during an annual period. Exception: mandatory minimum wage rate changes.

**\*\*Note: Pensacola Junior College will not be responsible for any costs exceeding the billing rates clearly indicated in the spaces provided.**

### **SUBMITTALS**

1. Submit with proposal verification of appropriate worker's compensation and unemployment compensation insurance as well as any other insurance provided.
2. Submit with proposal company portfolio addressing the company history, staff qualifications, staffing capabilities, company certification and licensure.
3. Provide with the proposal a minimum of three (3) references, including company name and address, phone number, and contract liaison for which your firm has provided temporary employment services for an agreement term of not less than one (1) year.
4. Submit with proposal a schedule noting time sheet due and collection dates, related payroll disbursement dates, payroll disbursement process, and direct deposit options.
5. Submit with proposal any benefits available for temporary employees through your firm. This will **not** be included in the rankings.
6. Submit a sample of invoice form and invoicing procedure.
7. Submit with proposal documentation addressing your firm's procedures for handling employee recruitment, testing, training, disciplinary actions.

### **EVALUATION CRITERIA:**

1. Pensacola Junior College reserves the right to accept or reject any and all proposal(s), and to waive any and all technicalities. Furthermore the College reserves the right to evaluate and determine the most favorable proposal(s) and to award a contract and purchase order(s) to the successful respondent(s).
  
2. The following factors will be utilized in the evaluation and award of this RFP.
  - a. Rates: Billing 50 points
  - b. Service to College Administration 20 points
  - c. Staffing Capabilities 15 points
  - d. Company Qualifications, Certification 10 points
  - e. References 5 points

**REFERENCES**

- |    |  |                         |
|----|--|-------------------------|
| 1. |  | FIRM OR ENTITY          |
|    |  | CONTACT PERSON          |
|    |  | ADDRESS                 |
|    |  | DATE/TERM of CONTRACT   |
|    |  | TELEPHONE NUMBER        |
|    |  | NUMBER EMPLOYEES PLACED |
|    |  |                         |
| 2. |  | FIRM OR ENTITY          |
|    |  | CONTACT PERSON          |
|    |  | ADDRESS                 |
|    |  | DATE/TERM of CONTRACT   |
|    |  | TELEPHONE NUMBER        |
|    |  | NUMBER EMPLOYEES PLACED |
|    |  |                         |
| 3. |  | FIRM OR ENTITY          |
|    |  | CONTACT PERSON          |
|    |  | ADDRESS                 |
|    |  | DATE/TERM of CONTRACT   |
|    |  | TELEPHONE NUMBER        |
|    |  | NUMBER EMPLOYEES PLACED |



4. \_\_\_\_\_ FIRM OR ENTITY  
\_\_\_\_\_ CONTACT PERSON  
\_\_\_\_\_ ADDRESS/CITY  
\_\_\_\_\_ DATE/TERM of CONTRACT  
\_\_\_\_\_ TELEPHONE NUMBER  
\_\_\_\_\_ NUMBER EMPLOYEES PLACED

5. \_\_\_\_\_ FIRM OR ENTITY  
\_\_\_\_\_ CONTACT PERSON  
\_\_\_\_\_ ADDRESS  
\_\_\_\_\_ DATE/TERM of CONTRACT  
\_\_\_\_\_ TELEPHONE NUMBER  
\_\_\_\_\_ NUMBER EMPLOYEES PLACED

### Proposed 2006-2007 Temporary Employee Rates and Job Descriptions

Please indicate proposed pay and billing rates for each job classification, it is understood that this pricing shall remain firm as per the above specifications, for the period July 01, 2006 through June 30, 2007. \*Note: Proposed rates are per job classification and as such are to remain constant for that classification. No increase in billing rates will be considered due to an applicant or incumbent's increased job qualifications. Billing rates are per category not per individual.

#### 2006 – 2007 Temporary Employee Rates and Job Classification

	Job Title/Description	Pay Rate	Bill Rate
1.	<u>Office Clerk</u> – Performs a variety of standardized clerical duties including, but not limited to, processing various office materials, maintaining files and records, copying (including duplexing, text, and standard), faxing, and answering telephone and routing calls. Minimum requirements: graduation from high school or GED equivalency.		
2.	<u>Senior Office Clerk</u> – Performs a variety of departmental clerical functions under general directions including, but not limited to, providing assistance in assimilating data, preparing reports, maintaining files, and processing a variety of instructional or operational forms. Performs routine typing and data entry duties. Minimum requirements: graduation from high school or GED equivalency, one (1) year experience.		
3.	<u>Switchboard Operator</u> – Operates switchboard unit to relay a high volume of incoming, outgoing, and interoffice calls. Supplies information to callers in a professional manner. May receive visitors, directing each to appropriate destination. May perform routine clerical duties as requested. Minimum requirements: graduation from high school or GED equivalency and six (6) months work experience.		
4.	<u>Secretary</u> - Performs a variety of specialized departmental clerical and secretarial functions under general directions. Functions may include, but are not limited to, compiling and editing memos and reports, maintaining files and records, and processing a variety of instructional or operational forms. In addition, duties may include preparing and proofing letters, fax messages, e-mails and other forms of correspondence. Minimum requirements: graduation from high school or GED equivalency, twelve (12) months work experience, word processing and/or spreadsheet software skills proficiency.		
5.	<u>Senior Secretary</u> - Performs a variety of specialized departmental clerical and secretarial functions under general directions. Functions may include, but are not limited to, compiling and editing memos and reports, maintaining files and records, and processing a variety of instructional or operational forms. In addition, duties may include preparing and proofing letters, fax messages, e-mails and other forms of correspondence. Minimum requirements: graduation from high school or GED equivalency, twenty-four (24) months work experience, advanced word processing and/or spreadsheet software skills proficiency. Must possess ability to work in high level, professional office that may include confidential information.		
6.	<u>Technical/Paraprofessional – Level I</u> – Technical work requiring a special license or certification and/or varying levels of education or experience in a technical field. This classification includes accounting clerks, bus drivers, tutors, recruiters, graphic artists, teacher's aides, computer operators, laboratory technicians, electronic technicians, television technicians, braillists, public service officers, etc. Minimum requirements: A.S. or Technical Certification and/or technical experience.		

7.	<u>Technical/Paraprofessional – Level II</u> – Technical work requiring a special license or certification and/or varying levels of education or experience in a technical field. This classification includes accounting clerks, bus drivers, tutors, recruiters, graphic artists, teacher’s aides, computer operators, laboratory technicians, electronic technicians, television technicians, braillists, public service officers, etc. Minimum requirements: A.S. or Technical Certification and/or minimum two (2) years experience.		
8.	<u>Technical/Paraprofessional – Level III</u> - Technical work requiring a special license or certification and/or varying levels of education or experience in a technical field. This classification includes accounting clerks, bus drivers, tutors, recruiters, graphic artists, teacher’s aides, computer operators, laboratory technicians, electronic technicians, television technicians, braillists, public service officers, etc. Minimum requirements: A.S. or Technical Certification and/or more than two (2) years experience.		
9.	<u>Computer Lab Assistant/AV Specialist I</u> – Provides assistance to students and faculty in utilizing various software products, troubleshooting computer and/or audio visual systems in computer labs and classrooms, and configuring and installing new software and hardware platforms. Responsibilities include but are not limited to technical work that involves installation, configuration and troubleshooting of computer and/or audiovisual systems. Minimum requirements: Graduation from high school or GED equivalency, individual should have completed various and required special training and/or varying levels of education or experience in a computer field and less than one (1) year computer related experience.		
10.	<u>Computer Lab Assistant/AV Specialist II</u> - Provides assistance to students and faculty in utilizing various software products, troubleshooting computer and/or audio visual systems in computer labs and classrooms, and configuring and installing new software and hardware platforms. Responsibilities include but are not limited to technical work that involves installation, configuration and troubleshooting of computer and/or audiovisual systems. Minimum requirements: Graduation from high school or GED equivalency, individual shall be certified in the repair of computers and computer networking, two (2) years computer related experience and training can substitute on a year by year basis.		
11.	<u>Computer Service Specialist I</u> - Technical work requiring special training and/or varying levels of education or experience in a computer field. Must have the ability to lift and carry computer equipment and follow directions. Minimum requirements: One (1) year experience/training in field service/troubleshooting computer equipment.		
12.	<u>Computer Service Specialist II</u> - Technical work requiring advanced training and/or experience in a computer field. Must have the ability to lift and carry computer equipment and follow directions. Minimum requirements: A+ Certification and 2 years experience in field service/troubleshooting computer equipment.		
13.	<u>HTML Programmer</u> - Technical work requiring special skills and training relating to the maintenance of web pages. Minimum requirement: Experience programming web pages with HTML. Additional knowledge of web related development tools a plus.		
14.	<u>Web Designer/Developer</u> - Technical work requiring special skills and training relating to the development and design of web pages. Minimum Requirements: Experience with HTML programming, web page design, PhotoShop, web design tools and web related protocols.		
15.	<u>Professional - Level I</u> – Professional work usually requiring state license and/or special training or testing to meet required professional or registration standards for the occupation. Examples: accountants, systems analysts, counselors, librarians, instructional laboratory assistants, program/project specialist. Minimum requirements: a four-year degree and special training with less than two (2) years experience		

16.	<u>Professional - Level II</u> – Professional work usually requiring state license and/or special training or testing to meet required professional or registration standards for the occupation. Examples: accountants, systems analysts, counselors, librarians, instructional laboratory assistants, program/project specialist. Minimum requirements: a four-year degree and special training with more than two (2) years experience.		
17.	<u>Academic/Career Advisor/Librarians</u> – M.A. Degree		
18.	<u>Gymnastics Coach Level I</u> – USAG Instructor member, CPR certified, First Aid certified. Less than two (2) years coaching experience required.		
19.	<u>Gymnastics Coach Level II</u> – USAG Instructor member, CPR certified, First Aid certified. More than two (2) years coaching experience required.		
20.	<u>Gymnastics Coach Level III</u> – USAG Instructor member, USAG Safety certified, CPR certified, First Aid certified. More than two (2) years coaching experience required.		
21.	<u>Gymnastics Coach Level IV</u> – USAG Professional member, CPR certified, First Aid certified. More than five (5) years coaching experience required.		
22.	<u>Gymnastics Coach Level V</u> – USAG Professional member, CPR certified, First Aid certified. More than seven (7) years coaching experience required.		
23.	<u>Gymnastics Coach Level VI</u> – USAG Professional member, CPR certified, First Aid certified. More than ten (10) years coaching experience required.		
24.	<u>Lifeguard Level I</u> – ARC Lifeguard certification, CPRPR (for the professional rescuer). No experience necessary.		
25.	<u>Lifeguard Level II</u> – ARC Lifeguard certification, CPRPR (for the professional rescuer). One (1) year experience required.		
26.	<u>Lifeguard Level III</u> – ARC Lifeguard certification, CPRPR (for the professional rescuer), ARC certification in AED and oxygen administration. Two (2) years experience required.		
27.	<u>Lifeguard Level IV</u> – ARC Lifeguard certification, CPRPR (for the professional rescuer), ARC certification in AED and oxygen administration, certified in disease transmission prevention and/or ARC Lifeguard Instructor certification or lifeguard administrative experience. Three (3) years experience required.		
28.	<u>Fire Science Assistant</u>		
29.	<u>Model</u> – (clothed)		
30.	<u>Model</u> – (nude)		
31.	<u>Proctor/Testing</u>		
32.	<u>Room Supervisor/Testing</u>		
33.	<u>TV Equipment Operator</u>		
34.	<u>Junior Groundskeeper</u> – Unskilled		
35.	<u>Groundskeeper</u> – Semi-Skilled, Experienced		
36.	<u>Laborer/Material Handler</u>		
37.	<u>Senior Custodian</u>		
38.	<u>Skilled, Semi-Skilled**</u> - No license, apprenticeship experience required		
39.	<u>Skilled, Semi-Skilled**</u> - Kitchen Help		
40.	<u>Skilled, Semi-Skilled**</u> - Journeyman’s License		
41.	Off School Rates – Clerical/Professional		

42.	Off School Rates – Industrial		
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\*\*Skilled and Semi-Skilled to include, but not limited to, painters, plumbers and electricians

**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 OF VENDOR REPRESENTATIVE

BIDDING FIRM OR ENTITY NAME

**BID SUBMITTED BY:**

\_\_\_\_\_  
FEDERAL TAX I.D. NUMBER

\_\_\_\_\_  
FIRM OR ENTITY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER/FAX NUMBER

\_\_\_\_\_  
EMAIL/WEBSITE

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

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

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