

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

Real Estate Brokerage Services

SPECIFICATION NUMBER PD 15-16.008

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, November 24, 2015

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Grover C. Robinson IV, Chairman
Doug Underhill, Vice Chairman
Lumon J. May
Wilson B. Robertson
Steven Barry**

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Procurement Assistance:

Paul Nobles, CPPO, CPPB Purchasing Coordinator
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>
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**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Real Estate Brokerage Services
SPECIFICATION PD 15-16.008**

HOW TO SUBMIT YOUR PROPOSAL:

- Please Review This Document Carefully. Offers That Are Accepted By The County Are Binding Contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All Documents And Submittals Shall Be Received By The Office Of Purchasing On Or Before Date And Hour For Specified For Receipt. Late Proposals Will Be Returned Unopened.

- * ***Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- **One (1) bound original and One (1) CD or flash drive containing the entire proposal.** The following documents shall be included with the proposal:
 - Proposal Form
 - Tab 1 Title Page
 - Tab 2 Table of Contents
 - Tab 3 Letter of Transmittal
 - Tab 4 Company History
 - Tab 5 Qualification
 - Tab 6 Scope Response
 - Tab 7 Approach to Project
 - Tab 8 References and Past History
 - Tab 9 Statement of Litigation
 - Tab 10 Cost Proposal
 - Tab 11 Sample Agreement
 - Tab 12 Standard Documents
 - Solicitation, Offer and Award Form
 - Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
 - Drug-Free Workplace Form
 - Information Sheet For Transactions And Conveyances Corporate Identification
 - Certificate Of Authority To Do Business From The State Of Florida

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

HOW TO SUBMIT A NO PROPOSAL:

- If You Do Not Wish To Propose At This Time, Please Remove The Solicitation, Offer And Award Form From The Proposal Solicitation Package And Enter No Proposal In The "**Reason For No Proposal**" Block, Your Company's Name, Address, Signature, And Return The Solicitation, Offer And Award Form In A Sealed Envelope. This Will Ensure Your Company's Active Status In Our Bidder's List.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only. Do Not Return With Your Proposal.

**REAL ESTATE BROKERAGE SERVICES
PD 15-16.008**

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Forms marked with an (* Asterisk) must be returned with Offer.

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SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.008, "Real Estate Brokerage Services ", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Summary

- Part I General Information
- 1-1 Purpose
 - 1-2 Objective
 - 1-3 Issuing Officer
 - 1-4 Contract Consideration
 - 1-5 Rejection
 - 1-6 Inquiries
 - 1-7 Addenda
 - 1-8 Schedule
 - 1-9 Proposal Content and Signature
 - 1-10 Negotiations
 - 1-11 Recommended Proposal Preparation Guidelines
 - 1-12 Disclosures
 - 1-13 Delays
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- Part II Information Required from Real Estate Broker
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- Tab 1 Title Page
 - Tab 2 Table of Contents
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 - Tab 8 References and Past History
 - Tab 9 Statement of Litigation
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 - Tab 12 Standard Documents
 - Solicitation, Offer and Award Form
 - Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
 - Drug-Free Workplace Form
 - Information Sheet For Transactions And Conveyances Corporate Identification
 - Certificate Of Authority To Do Business From The State Of Florida
- Part III Criteria for Selection
- Part IV Scope of Work

SUMMARY

Escambia County is seeking proposals from qualified real estate firms to provide Escambia County with real estate services. Services will include representing the County in negotiations for acquisition or disposition of property on an as needed basis.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the professional services of a qualified real estate firm to act as the County's agent to acquire and/or dispose of properties.

The County acquires both commercial and residential properties in a variety of methods including, foreclosure, tax escheatment and donations. These properties in many cases must then be surplus and sold. It is the intent of this solicitation to have a professional real estate(s) firm act as the County's agent to sell certain of these properties on an as-needed basis as determined by the County.

The County also has the need to acquire certain designated properties in furtherance of County activities and programs. This real estate firm would also act as the County's agent to acquire these properties also on an as-needed basis.

1-2 ISSUING OFFICER

The project director shall be Amy Lovoy, Assistant County Administrator. The liaison officer shall be Tara Canon, Property Lien Program Coordinator, at (850) 595-4960, the Office of Management and Budget, Property Division. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be in the form of a broker listing agreement after negotiation and shall include all the requirements included in section 46-132 of the Escambia County Code of Ordinances. These will include but not be limited to:

- An exclusive listing for a time certain
- The commission to be paid
- The nature of the advertising of the property
- The legal description of the property
- The applicability of all disclosure laws.
- Such other information or provisions appropriate or standard in the real estate industry provided however, that any protection period is

subject to negotiation.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Real Estate Broker.

1-5 INQUIRIES

Direct all questions and requests for additional information to:

Paul Nobles, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805
E-mail: pnobles@co.escambia.fl.us

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **seven (7) working days prior to the proposal due date, November 24, 2015**, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals **Monday, October 26, 2015**
- B. Pre-Solicitation Conference (Non-Mandatory) **N/A**

C. Receipt of proposals **Tuesday, November 24, 2015**

D. Review of proposals **Tuesday, December 1, 2015**

E. Board of County Commissioners approval **Thursday, January 7, 2016**

1-8 PROPOSAL CONTENT AND SIGNATURE

One (1) original and one (1) CD or flash drive containing the entire proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-9 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All real estate brokers shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-11 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-12 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-13 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Fees shall be negotiated.

1-15 PRIME CONTRACT RESPONSIBILITIES

The selected Broker shall be required to assume responsibility for all services offered in his proposal. The selected Broker shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

PART II INFORMATION REQUIRED FROM REAL ESTATE BROKER

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

- Tab 1 Title Page – Real Estate Brokerage Services Specification Number PD 15-16.008
- Tab 2 Table of Contents
- Tab 3 Letter of Transmittal – A signed letter of transmittal briefly stating vendors understanding of the work to be done.
- Tab 4 Company History – Provide a brief history of the firm, including number of years in business.
- Tab 5 Qualification – Provide professional credentials, certifications, resumes', licenses and experience of the firm and each of the personnel who will work on this project (include resumes).
- Tab 6 Scope Response – Describe your understanding of the Scope of Services and the County's needs and any specialized skills that are available from your firm related to this RFP.
- Tab 7 Approach to Project – Provide in detail your firms approach and methodology as it relates to providing Real estate brokerage services to governmental entities. Such other information as the Vendor wishes to include, that is relevant to the delivery of this service.
- Tab 8 References and Past History – The vendor should list, at least five (5), similar projects completed in the last five (5) years with other government entities. Indicate the start date of project, scope of work, and name, phone number, fax number and email address of client contact.
- Tab 9 Statement of Litigation – Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.
- Tab 10 Cost Proposal – Cost will be based on a percentage commission on the transaction per normal Real Estate Commission practices.
- Tab 11 Sample Agreement

Tab 12 Standard Documents

- Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions And Conveyances Corporate Identification
- Certificate Of Authority To Do Business From The State Of Florida

PART III CRITERIA FOR SELECTION

1. Commercial and Residential Experience
2. Ability to Market on a National and International Level
3. Local Presence
4. Cost Proposal or Commission Structure

PART IV SCOPE OF WORK

The selected firm and/or agent shall work closely with staff to sell selected County-owned properties with the stated goal of maximizing the return to the County. The firm and/or agent will be responsible for all marketing and advertising of the selected properties as well as any other initiatives required to sell the property for the highest possible price. Properties to be listed with the selected firm will be exclusively determined by the County, and the Board of County Commissioners will have the final approval of any property sales.

The selected firm and/or agent shall also work closely with staff to assist in acquiring certain properties necessary for certain County projects. These duties could include but not be limited to researching available properties that match particular criteria, making offers to potential sellers, negotiating on behalf of the County. The Board of County Commissioners will have the final approval on the acquisition of any properties.

INDEMNIFICATION AND INSURANCE

A. Indemnification:

The firm shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement. The firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The firm agrees to pay on behalf of Escambia County, as well as provide legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

B. Insurance:

1. Without limiting liability under the contract agreement, the firm shall procure and maintain at its sole expense during the life of the contract, insurance types and in the minimum amounts stated below which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder.

The firm shall maintain a Commercial General Liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability.

The firm shall maintain an Automobile Liability insurance policy with One Million Dollars (\$1,000,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the firm.

The firm shall maintain a Workers' Compensation and Employer's Liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The

other party shall also purchase any other coverage's required by law for the benefit of the employees.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

2. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the County. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to the County and subject to the approval of the Risk Management Office.
3. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32591-1591.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

(Revised 9/18/09)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under 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 assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Submitter's Signature

Date