



**CITY OF HALLANDALE BEACH
COMMUNITY REDEVELOPMENT AGENCY
(HBCRA)**

**REQUEST FOR PROPOSAL
(RFP) # FY 2014-2015-CRA002
BANK LOAN OB JOHNSON PARK**

EXHIBIT I SCOPE OF WORK

**PREPARED BY:
FINANCE DEPARTMENT
AND
PROCUREMENT DEPARTMENT**

INTRODUCTION / INFORMATION

PURPOSE AND PROJECT SCOPE

The City of Hallandale Beach Community Redevelopment Agency (the “CRA”), Florida, is seeking proposals from qualified financial institutions to provide the CRA with a not-to-exceed \$15,400,000 Tax-Exempt, Non-Bank Qualified, Term Loan (“**Loan**”). The Lender will be selected based on overall borrowing cost and terms most favorable to the CRA, based on the CRA and City’s sole discretion. Since the Loan will be a private placement, the CRA is not preparing a disclosure document with respect to the Loan.

The City will be utilizing Public Management Inc., as the CRA’s Financial Advisor, and the firm will be reviewing the proposals and providing the Executive Director a recommendation for award of a contract.

Bryant Miller & Olive (“Bond Counsel”) shall prepare the loan and other documents to close the loan. The selected bank will be furnished, without charge to the bank, the opinion of the CRA’s Bond Counsel, approving the legality of the loan together with the closing certificates and documents related to the transaction.

CONE OF SILENCE

Please note that this solicitation is subject to the City’s Cone of Silence which is in effect from date of release of solicitation until an award is made, a contract is approved, or the Board of Directors/Commission takes any other action which ends the solicitation. There is to be no communication from your firm with anyone in the City of Hallandale Beach. If your firm has any questions you may contact the Procurement Department through email at alues@cohb.org.

STRUCTURE OF FINANCING:

Amount: Not to exceed \$15,400,000

Settlement Date: On or before October 23, 2015 (subject to change)

Rate: Non-bank qualified tax exempt fixed interest rate for the life of the loan

Prepayment: The CRA desires the ability to prepay the Loan without penalty at any time. Other prepayment terms will be considered.

Final Maturity: October 1, 2026

Interest Payments Dates: Semi-annually each April 1 and October 1 Commencing on April 1, 2016

Interest Day Count Method: 30/360

Principal Payment Date: Semiannually, Commencing on April 1, 2016

Principal Repayment Structure: Below is the preliminary amortization which is subject to change.

4/1/2016	580,000	10/1/2021	700,000
10/1/2016	575,000	4/1/2022	715,000
4/1/2017	625,000	10/1/2022	725,000
10/1/2017	630,000	4/1/2023	740,000
4/1/2018	645,000	10/1/2023	740,000
10/1/2018	645,000	4/1/2024	760,000
4/1/2019	660,000	10/1/2024	760,000
10/1/2019	665,000	4/1/2025	785,000
4/1/2020	685,000	10/1/2025	780,000
10/1/2020	680,000	4/1/2026	800,000
4/1/2021	700,000	10/1/2026	805,000

SECURITY FOR THE LOAN:

1. **Security:** The Loan will be a limited obligation of the CRA, payable solely from, and secured solely by, a pledge of tax increment revenues. These revenues will generated from the tax increment as described in Section 163.387, Florida Statutes, received annually by the Issuer and deposited to the Trust Fund, and until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the Resolution. The table below provides historical annual collection of tax increment revenues. Currently, the CRA has no other debt secured by these tax increment revenues.

Fiscal Year	TIF Revenues
2007	4,596,907
2008	4,956,988
2009	4,611,167
2010	4,777,436
2011	3,593,308
2012	3,572,574
2013	3,380,611
2014	3,542,687
2015	3,614,827

EVALUATION PROCESS:

The City has retained the services of Public Financial Management, Inc. as the Financial Advisor to assist with the financing and review initiative for this RFP. The Lender will be selected based on overall borrowing cost and terms most favorable to the CRA, based on the CRA and City’s sole discretion.

All firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal. If the Proposal/Response is from more than one (1) firm, firms responding must meet all requirements as detailed in the RFP.

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at www.cohb.org/solicitationnotifications.

ADDITIONAL BACKGROUND INFORMATION

The CRA was created in 1996 to redevelop and improve the City's overall aesthetics. As a result, the City has undertaken ambitious improvements to include roads and infrastructure, beautifying neighborhood streets, parks, development and restoration of a Historical Village and providing many residential and commercial programs and opportunities. The CRA Redevelopment Area is bound to the north by Pembroke Road, to the south by the Dade-Broward County line, to the west by interstate 95 and to the east by NE 14th Avenue and the 14th Avenue canal.

The CRA is bound by Florida Statutes Chapter 163, Part III, and Resolution No. 2012-05.

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search, your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide five (5) thumb drives with your firm's submittal.

Section II below, Submission of Proposals, outlines the format to be followed for responses to this RFP.

CONTRACT TERMS

The Contract term shall commence after negotiations of an agreement and execution by both parties and final closing date.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until such time as the Hallandale Beach Community Redevelopment Agency Board of Directors (HBCRA) awards a contract as a result of this RFP.

The HBCRA reserves the right, where it may serve the HBCRA's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the HBCRA reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the HBCRA. The HBCRA further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach Community Redevelopment Agency.

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section below. Pursuant to the HBCRA Standards of ethics, any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the HBCRA Board prior to entering into a contract with the City of Hallandale Beach Community Redevelopment Agency.

I. DEFINITIONS

“Award” means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the authority of the City Manager, with the exception of emergency purchases.

“City” the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

“City’s Contract Administrator” means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

“Contract” and “Contract Documents” means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.

“Consultant” the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

“CRA” the Hallandale Beach Community Redevelopment Agency, a public body corporate and political. Ordinance No. 96-15.

“CRA’s Contract Administrator” means the CRA’s representative duly authorized by the CRA’s Board of Directors, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“Notice to Proceed” means the written notice given by the City to the Consultant of the date and time for work to start.

“Pledged Revenues” means the revenues generated from the tax increment as described in Section 163.387, Florida Statutes, received annually by the Issuer and deposited to the Trust Fund, and until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established under the resolution.

“Project Manager” means the Consultant’s representative authorized to make and execute decisions on behalf of the Consultant.

“Proposal” means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

“Proposer” means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

“Proposal Documents” the Request for Proposals, Instructions to Proposers, Technical specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

“Trust Fund” Means the redevelopment trust fund established by City Ordinance No. 96-25.

II. PROPOSAL FORMAT

In order to assist the CRA in reviewing proposals, each proposal shall be prepared utilizing the following format and headings:

1. Contact Information - State the legal name of the financial institution or firm, current principal business address, contact person, telephone, email and facsimile numbers.
2. Interest Rate - State the fixed rate(s) being proposed based on repayment provisions and prepayment options. In addition, all interest rate adjustment provisions, including determination of taxability and change in corporate tax rate must be specifically outlined in the proposal if required by the proposer. The HBCRA will not accept proposal that require interest rate adjustments based on other changes in law, rule or regulation.
3. Fees and Expenses - Describe in detail all fees and expenses which the CRA will be responsible to pay under the bank's proposal. The amounts stated in the proposal shall represent the maximum amounts payable to the proposer by the CRA. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by the HBCRA. The HBCRA's Bond Counsel, Bryant Miller Olive, will deliver an opinion regarding the excludability of interest from gross income for federal income tax purposes on the Loan. Bond Counsel fees and Financial Advisor fees are being paid by the CRA.
4. Prepayment Options – Outline any prepayment provisions based on the related structure.
5. Conditions - Provide a listing of all conditions, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Loan. The CRA will not accept proposals that require acceleration as a remedy upon an event of default.

III. PROPOSAL EVALUATIONS:

The HBCRA will be utilizing Public Financial Management Inc., as its Financial Advisor, and the firm will be reviewing the proposals and providing the Executive Director a recommendation for award of a contract.

SUBMITTAL DUE DATE:

REPONSES ARE DUE: SEPTEMBER 10, 2015 NO LATER THAN 11:00 A.M.

RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO AND LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFP NO. FY2014-2015-CRA002
BANK LOAN OB JOHNSON PARK

LAST DAY FOR QUESTIONS:

All questions are to be submitted via email to alues@cohb.org by no later than **September 4, 2015, 11 AM.**

TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP released	AUGUST 21, 2015
Questions Due by no later than (via email to alues@cohb.org)	SEPTEMBER 4, 2015 11 AM
Responses Due	SEPTEMBER 10, 2015 BY 11 AM
CRA Approval of Loan and Lender	OCTOBER 19, 2015
Tentative Closing Date	OCTOBER 23, 2015

QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

TERMS AND CONDITIONS:

The HBCRA's Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. These terms and conditions are hereby incorporated to this RFP by reference and are found in the following link:

<http://www.hallandalebeachfl.gov/DocumentCenter/View/10754>

INSURANCE REQUIREMENTS:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners, Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

FORMS

**ALL BANKS MUST COMPLETE, SIGN AND RETURN ALL FORMS BELOW
AND PROVIDE WITH THE BANK'S SUBMITTAL.**

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to procurement_department@cohb.org.

HAVE RECEIVED THE RFP

(COMPANY NAME)

UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
HBCRA:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:
HBCRA OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2014-2015-CRA002 BANK LOAN OB JOHNSON PARK

THIS PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
HBCRA & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

The HBCRA's preferred method of payment is listed below in order of preference. If this does not apply state N/A with your response.

- 1) E-payables – it is an electronic method of payment. Vendors are provided a credit card by the HBCRA's bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt.
- 2) PCard - Vendor must be able to accept Visa credit card payments. Invoice payments are processed and issued upon invoice receipt.
- 3) Automated Clearing House (ACH) payment - A direct bank draft to a vendor's bank account. This method will only be authorized by the HBCRA if your firm provides a discount to the HBCRA for this payment method. Payments made within 30 days require a 1% discount. Payments made within 20 days require a 2% discount. Payments made within 10 days require a 3% discount. Invoice minimum amount is \$500 to receive payment via ACH.

Firm to choose which payment term firm will accept for this project.

1. E-payables – it is an electronic method of payment. Vendors are provided a credit card by the HBCRA's bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt. Firm will accept this payment term
 Yes No
2. PCard - Vendor must be able to accept Visa credit card payments. Invoice payments are processed and issued upon invoice receipt. Firm will accept this payment term
 Yes No
3. Automated Clearing House (ACH) payment - A direct bank draft to a vendor's bank account. This method will only be authorized by the HBCRA if your firm provides a discount to the HBCRA for this payment method. Payments made within 30 days require a 1% discount. Payments made within 20 days require a 2% discount. Payments made within 10 days require a 3% discount. Invoice minimum amount is \$500 to receive payment via ACH.
Firm will accept this payment term Yes No

PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2015

Domestic Partnership Certification Form
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This form must be completed and submitted with your firm’s submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for HBCRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with HBCRA, in an amount valued over \$50,000, provide benefits to employees’ spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of HBCRA of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

- 1.** The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the HBCRA of Hallandale Beach, or
- 2.** The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the HBCRA of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
 - The firm’s price for the contract term awarded is \$50,000 or less.
 - The firm employs less than five (5) employees.
 - The firm does not provide benefits to employees’ spouses nor spouse’s dependents.
 - The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - The firm is a government entity.
 - The contract is for the sale or lease of property.

- The covered contract is necessary to respond to an emergency.
- The provision of Ordinance 2013-03, Section 23-3 Definition, of the HBCRA of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____,
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

Seal Below:

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the HBCRA of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the HBCRA.

1. Name of firm submitting a response to this RFP.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the HBCRA of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

3. Name of HBCRA of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/firm

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified 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, 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 1893 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 a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE:	BIDDER'S SIGNATURE:
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