



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 15-103

DISTRIBUTION POLE INSPECTION



Where the Tropics Begin



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460
TEL: 561-586-1674

DISTRIBUTION POLE INSPECTION

IFB 15-103

Bid Submission Deadline

Day/ Date: March 5, 2015

Time: 2:00PM

Location: Finance Office

7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460
TEL: 561-586-1651

INVITATION FOR BID
IFB # 15-103

DISTRIBUTION POLE INSPECTION

The City of Lake Worth is seeking qualified contractors to perform inspection, evaluation preservative treatment and identification as to condition of standing poles that are currently in place and have accumulated ten (10) years or more of service.

Contractor is to furnish all supervision, labor, tools, equipment and material necessary or required for the inspection and ground line treatment of poles as identified on purchase order. City of Lake Worth Utilities, hereinafter referred to as "City," will furnish the Contractor with maps showing locations of poles which are the subjects for inspection and treatment. City expects approximately 10,500 wooden distribution poles to be inspected over a period of eight (8) years. City also wants to tag and identify attachments on 200 concrete and steel transmission poles.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **2:00PM on Thursday, March 5, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by finance personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-103. Small Business participation is strongly encouraged.


Hirut Darge, Purchasing Agent

PUBLISH: The Palm Beach Post
February 8, 2015

SECTION 1- SCOPE OF SERVICES

This specification covers the requirements for inspection, evaluation, preservative treatment and identification as to condition of standing poles that are currently in place and have accumulated ten (10) years or more of service. Contractor is to furnish all supervision, labor, tools, equipment and material necessary or required for the inspection and ground line treatment of poles as identified on purchase order. City of Lake Worth Utilities hereinafter referred to as "City," will furnish the Contractor with maps showing locations of poles which are the subjects for inspection and treatment. City expects approximately 10,500 wooden distribution poles to be inspected over a period of eight (8) years. City also wants to tag and identify attachments on 200 concrete and steel transmission poles.

DEFINITIONS FOR INSPECTION AND TREATMENT

Pole inspection and treatment categories are defined as follows:

A. Treated - Is a pole which has been excavated, inspected, found to be sound, prepared and given external ground line treatment with the preservative listed in 3.4.1 (includes C and D below).

B. Reject - Is a pole which has been excavated, inspected, found to be deteriorated below required strength and not treated further (includes C and D below).

C. Reported - Is a pole which the City desires information of the type supplied by the contractor's inspector, or any pole prior to excavation or boring that is judged to be unserviceable and/or a pole erroneously designated for inspection by City, or a pole that has accumulated less than ten (10) years of service.

D. Sound and Bore - Is the inspection procedure of sounding with a hammer and boring from the ground line to 8' above in order to locate internal decay pockets; this procedure is used when excavation is not possible (includes C above).

E. Fumigant Treatment - Is the application of E.P.A. approved wood fumigant to a pole in accordance with the instructions of the manufacturer (includes D above).

F. Internal Treatment - Is the application of E.P.A. approved insecticide and preservative solution, which is inserted, under pressure (40 PSI Minimum Pressure), into poles with voids or insect galleries to stop internal decay (includes D above).

G. Reinforceable Reject - Is a reject pole which is suitable for restoration of the groundline bending capacity with an industry acceptable method of reinforcement.

H. Priority Reject - Is a reject pole that has such severe decay deterioration, it should be removed as soon as possible.

INSPECTION

1.1 PREPARATION

When work is to be done in close proximity to a home or on private property, the property owner should be notified that a pole inspection is being performed on the City's behalf. Brush will be removed from around the pole to allow for proper excavation, inspection and treatment unless the property owner denies permission for removal. If permission by the property owner is not granted, the pole will be sounded and bored and treated with fumigant (see 3.2). Before any work is started, all reasonable precautions shall be taken to insure that there will be no pole failure during the work.

Poles set in concrete are excluded for excavation under this agreement unless specifically requested by City. Poles set in concrete will be inspected by sounding and boring and will be treated above the concrete line with fumigant (see 3.2). Contractor will not inspect or perform any work on poles inaccessible by acts of God or by any causes beyond the control of Contractor. Contractor shall, however, notify City of such poles.

A four (4)-day workweek is acceptable with prior notice to City but shall not be the norm. Weekend work, Saturday and Sunday, will be with prior notice and approval by City. In all instances, Contractor shall exercise care to minimize disturbance of public, especially during early mornings.

City will indicate on maps those poles that will not be tested or treated due to planned construction replacement.

1.2 ABOVE GROUND INSPECTION

A visual inspection of all poles shall be made from the ground line to the top, before excavating for ground line treatment. Visual observation shall include kind of wood and original treatment, circumference, shell rot, woodpecker holes, split tops, or physical damage.

If the pole is obviously not suited for continual services due to excessive shell rot or other serious defects, it shall not be excavated but shall be reported. If judged serviceable, it shall be excavated and further inspected.

The Contractor, in the course of pole inspections, will make a visual inspection of the lines/equipment and report to City items such as broken conductor strands, broken insulators, loose ties, slack guys, broken guy guards, broken ground wires, defective crossarms and similar items needing the attention of a maintenance crew.

1.3 EXCAVATION

A hole shall be dug all the way around the pole to a depth of 18". The excavation will be approximately 10" from the pole at ground level and 4" from the pole at the 18" depth. Poles installed on slopes shall be excavated to a minimum depth of 18" on the down slope side. For excavations in areas such as lawns, parks, areas between curbs and sidewalks and other similar areas, care shall be taken to keep the area as clean as possible. Sod around pole shall be carefully cut and removed so as to make neat replacement possible. Should any underground cables be damaged during this excavation process, the damage shall be reported to City as soon as practicable. Should Contractor fail to notify City of damaged cable and such cable fails at a later date due to this unreported damage, the Contractor agrees to reimburse City for any expenses incurred to repair and or replace damaged cable(s).

CAUTION: Care must be taken not to break the ground wire or to disconnect it from the ground rod. Carefully pull ground wire from the pole so as not to interfere with the work and restore to original location when work is completed. Repair broken ground wires and report such incidences to City.

Contractor will be held liable for damages to City's equipment, e.g. underground cable, etc. and all other facilities attached to City's poles.

1.4 SOUNDING

Pole shall be sounded by an Industry accepted method from 2” below ground line to a minimum of 8’ above ground to locate exterior or interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.

1.5 CHIPPING

The pole shall be scraped off and free from all dirt prior to treatment. All exterior decay wood, surface rot as well as external decay pockets, shall be chipped off. It is essential that all exterior decay be removed from the treating zone. All chips and decay pieces are to be removed from the hole and surrounding ground and disposed of in accordance with appropriate environmental practices. Care shall be taken not to remove good wood, thereby reducing the strength of the pole.

1.6 BORING

Inspector shall bore pole at least once in the ground line area to the center of the pole and check with a shell thickness indicator to detect extent of interior decay.

If heart rot, enclosed decay, or pockets are evident, a minimum of three borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight fitting, wooden, treated dowels driven to within ½” of the pole surface but shall not be driven flush with the pole surface.

EVALUATION

2.1 DETERMINE MINIMUM CIRCUMFERENCE

Measure minimum circumference at or below ground line. Measurements of decay and damage conditions shall be collected and input into a strength calculating program (or other method approved by City) which will determine the percent remaining strength of the pole. The ground line circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole’s remaining strength.

A “Reject Pole” is:

- Any excavated pole with a remaining strength of 67% or less
- Any pole with heart rot having a minimum average shell thickness of less than 2”

A “Priority Pole” is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength
- A pole with heart rot having an average minimum shell thickness equal to or less than 1”

Priority Poles shall be reported to City’s designated contact by 4PM on the day the pole is inspected.

2.2 DETERMINING REINFORCABLE/ RESTORABLE CANDIDATES

When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. Poles with serious top defects or without sufficient wood, that standard being 26" above ground, will be immediately rejected and no further work performed on the pole. If minor defects are obvious, they should be noted on the inspection report for the City's attention.

If not subject to immediate rejection, poles will be thoroughly sounded concentrating on the zone 26" to 6' above the ground line. Typically, a pole can be restored with a truss if it has more than 13% remaining strength (more than 50% of original circumference) below ground, and sufficient sound shell where the bands will be placed above ground

Inspector shall:

- A. Sound the pole thoroughly at and above ground line. Concentrate on ground line and the zone 26" to 6' above ground line.
- B. Bore at least one inspection hole at ground line to determine the poles condition and stability below ground.
- C. Bore at 26" above ground line against the line of lead (90 degrees perpendicular to the wires). If this boring indicates less than a 2" shell thickness, a second boring is made opposite (180 degrees from) the first boring. Other borings should be taken as necessary. If the average shell thickness at 26" is greater than 2", it is a candidate for reinforcement providing the criteria in step "d" are met.
- D. Bore at 6' above ground line against the line of lead. If the boring indicates less than a 4" shell thickness, a second boring is made opposite (180 degrees from) the first boring. Other borings should be taken as necessary. If the average shell thickness is 4" or more, the pole is a possible candidate for restoration.

Poles shall be selected by the City for reinforcement/restoration from the Contractor's pole reports if there is sufficient shell thickness to transfer the strength of the steel to the pole. The Contractor's inspector will make a notation on their pole inspection and treating report as to whether the pole can or cannot be restored.

TREATMENT

3.1 GENERAL

All poles suitable for treatment shall be treated in accordance with Section 3.4. If internal decay is evident, an appropriate internal treatment shall be selected and applied.

All chemicals shall be handled in accordance with the product label and applied in a manner that will prevent damage to vegetation and property. The City will consider for approval only chemicals registered by the Environmental Protection Agency and the Florida Department of Agriculture for the intended use. All chemicals used must have the appropriate MSDS sheets available for inspection.

The contractor shall apply no chemicals where a pole is located in a vegetable garden or within ten (10) feet of a stream, body of standing water, or well.

Any container in which a chemical is stored shall be securely locked or bolted to a vehicle on the right-of-way and kept locked when left unattended. Empty chemical containers shall be removed from the right-of-way and kept in a locked compartment until disposal. Disposal of chemicals and their containers shall be the responsibility of the contractor in strict accordance with the rules and regulations of all appropriate Federal, State and local agencies.

Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations. Contractor shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives.

City will accommodate Contractor material storage space for this project consisting of one (1) pallet at City's material yard with a release of liability agreement from Contractor.

3.2 FUMIGANT TREATMENT

Fumigant treatment shall be 97% Methylisothiocyanate and shall be pre-approved by City prior to use. All poles that cannot be properly excavated around the entire circumference for causes beyond the contractor's control, such as risers, concrete, rocks, macadam, tree roots, fences, curbs, etc. shall be bored above ground and treated with fumigant as directed by the product manufacturer.

Poles 29 inches or less in circumference = 2 vials

Poles 30-35 inches in circumference = 3 vials

Poles 36-49 inches in circumference = 4 vials

Poles 50-59 inches in circumference = 5 vials

Poles over 60 inches in circumference = 6 vials

Application is to be made into known or suspected internal decay areas but not directly into a void where the vapor might escape into the surrounding air through checks.

Fumigants will be applied in 7/8 inch holes drilled 12" to 15" deep at a steep angle so as not to penetrate the opposite side of the pole. Tight fitting treated wood or plastic plugs are to be used to seal all holes.

3.3 TREATMENT FOR INTERNAL DECAY

Treatment solution shall be Copper Naphthenate consisting of 2% Copper metal, or equal treatment solution approved in writing by the City.

Poles containing hollow heart decay shall be sounded to determine the approximate extent of the void and then treated by pumping the preservative into a series of 3/8" diameter holes. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. Internal treating solution shall be applied under pressure at a minimum of 40 psi starting at the bottom hole until it runs out the next higher hole. This hole is then plugged and additional preservative is pumped into the cavity until it runs out the next higher hole; this procedure is followed until the cavity is filled or a maximum of one (1) gallon is used. If preservative has not flowed out of top hole, a maximum of one (1) gallon shall be pumped into the top hole. If the void cannot be filled, it is important to thoroughly wet the interior surface area of the entire void.

All holes that have not been previously plugged shall be plugged at this time with tight-fitting treated dowels. When necessary, similar methods shall be used in treating enclosed decay pocket.

3.4 EXTERNAL GROUND LINE TREATMENT

3.4.1. PRESERVATIVE APPLICATION

All poles that are excavated and are determined to be of sufficient strength to carry their load shall be ground line treated with a preservative breakdown of the following active ingredients. Preservative shall be pre-approved by City prior to use.

Copper 8-quinolinolate*	0.30%
Tebuconazole.....	0.20%
Bifenthrin	0.04%
Sodium Tetraborate Decahydrate	43.70%
Inert Ingredients	55.76%
Total:	100.00%

*Metallic Copper Equivalent: 0.05%

The wood preservative paste shall be brushed on pole at 1/8” thickness from 18” below ground to 3” above ground. Liberally treat and fill all exposed pockets and checks using a brush to trowel. Where obstruction occurs, such as fences, curbs, walls, cable risers or interfering ground rods, etc., the preservative shall be applied in excess amount near the obstructions and the shield wrapped as close to the obstruction as possible. Such conditions shall be recorded on the daily work sheet.

3.4.2. WRAPPING

A shield moisture barrier is to be applied over the preservative. The wrapping shall be a minimum of 22” wide so that it extends 1” above treated area (see 3.4.1) and shall be of sufficient length to go around the pole with an overlap of approximately 4” and shall be stapled to the pole at the top and side seams of the barrier.

3.5 REPAIR OF BROKEN GROUND WIRE

Contractor shall repair all broken ground wires accessible from the base of the pole. All ground wires broken during excavation by the contractor will also be repaired at Contractor’s expense. Ground wires shall be repaired using approved methods with materials furnished by City.

3.6 GUY GUARD INSTALLATION (LABOR ONLY)

Contractor shall install guy guards on any guy wires if found missing during inspection. City shall provide necessary materials.

RESTORATION OF WORK SITE

4.1 BACKFILLING

After treatment, all poles will be solidly backfilled. The first one-third (1/3) of the excavation will be backfilled and well tamped using feet in the hole around the pole, second one-third placed and tamped and then the last third. The excess earth should be banked to a maximum of 3” above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole. Rocks or stones shall not be laid against the pole except where they serve to key the pole. Extreme care should be taken not to tear any shield moisture barrier.

4.2 CLEAN-UP

No debris, loose dirt, trash, etc. is to be left in pole area in the case of public or private property. Private property turf and turf between curb and sidewalks, bushes, plants and shrubbery are to be replaced with care. If any preservative is spilled on the ground, it shall be immediately cleaned up. All containers shall be properly disposed of according to approved environmental practices.

DATA COLLECTION AND DELIVERABLE

5.1 WORK PERFORMED

All inspected poles shall be marked with an all-weather aluminum tag identifying work performed, contractor, and date. Tagging scheme must be pre-approved by City prior to starting work. Rejected poles will be tagged with a single tag and rejected priority poles will be tagged with two tags. A color scheme may be used to differentiate Reinforceable Rejects. Tags shall be supplied by the Contractor and placed 5'-6' above ground line or under existing pole inspection tag (do not remove old tag) on the road side of pole (if applicable). Identification shall correspond to Data Collection under Section 5.2. A large white stripe shall be painted around all rejected poles, and 2 large white stripes shall be painted around all rejected priority poles to allow for 360 degree viewing. Stripes shall be located 6' from ground line, and shall be of sufficient size as to be easily identified from 1000 ft. away.

5.2 DATA COLLECTION

City will provide Substation and Feeder circuit information, including location map and approximate pole count.

As each pole is inspected, Contractor shall create a unique sequential identifier for each pole that will be used to correlate data between geospatial map and all subsequent electronic reports. The contractor shall record all work on pole inspection and treatment by this unique pole number. Each entry shall include the inspector's name, date, pole number, manufacturer, year of manufacture, height of pole, type of pole and original treatment, original ground line circumference, effective ground line circumference, percent remaining pole strength, year last treated, decay removed (inches), private property, tested, rejected, reported, sounded, bored and fumigant treatment. Equipment irregularities (e.g., broken ground wire, loose hardware, broken or split cross arms and braces, broken or loose guy wire, etc.) shall also be noted.

5.3 ELECTRONIC DATA SPECIFICATIONS

Contractor shall provide a standard North American Datum (NAD) 1983 digital land base to be used as a template to collect each pole location via GPS or other means enabled by Contractor's equipment.

Field data and geospatial pole data will be electronically presented to the City via Contractor's software application that shall provide pre-configured reports and data queries and shall support ad hoc search and report functions, as well as a means to view geospatial digital images. The software shall provide a means to search, sort, and filter pole groups according to their condition, attributes, or attachments. These pole groups shall then be highlighted in a geospatial map view. These maps shall be printable. Incremental data deliveries covering the most recent work completed shall be submitted on a weekly basis. All incremental data deliveries will be updated in the geospatial software.

Contractor's software application shall be compatible with Windows XP, Windows 7, or other industry standard Windows operating system and Internet Explorer 7.0 or 8.0. The application shall require minimal storage space. The City shall approve the database and data presentation application that the Contractor elects to use prior to awarding the bid.

Report generation capability shall include viewing, saving, and printing as PDF files and Microsoft Excel spreadsheets. Pre-configured reports shall include these and others as requested:

- a) Pole detail report
- b) Weekly and year to date summaries
- c) Reject poles
- d) Poles requiring maintenance

City shall retain ownership of the data. A final Microsoft Excel report, tabulating the scope of the entire project is required at the end of the contract. Contractor shall archive all pole conditions, attributes, and geospatial data for 12 months after the year in which the work is performed.

In order to take full advantage of the accuracy of data collection and subsequent transfer of this data, information gathered in the field shall be collected utilizing electronic equipment or other such computer device(s) as opposed to handwritten notes such that subject information may be subsequently transferred to City's computer equipment at a later date.

Calculated remaining strength must be provided for all poles with decay. Contractor must demonstrate how their software determines pass/fail for poles according to the NESC guidelines.

Each report sheet shall address only one (1) City's feeder map. The City shall approve the database that the Contractor elects to use prior to awarding the bid.

5.4 WORK SUMMARY

At the end of the contract a report will be submitted to City summarizing the information listed below:

- 1) Total poles externally treated and percentage of total.
- 2) Total poles sound and bored and percentage of total.
- 3) Total poles visually inspected and percentage of total.
- 4) Total poles fumigant treated and percentage of total.
- 5) Total poles internally treated and percentage of total.
- 6) Total poles rejected and percentage of total.
- 7) Total poles recorded as danger poles and percentage of total.
- 8) Total poles recorded as re-enforceable/restorable and percentage of total.
- 9) Total poles rejected which were previously inspected and treated and percentage of total.

QUALITY CONTROL

6.1 DISCREPANCIES

City's representative will check completed work periodically at City's discretion with the Contractor's representative. The re-inspection shall consist of checking the reports against the existing field conditions. At least three (3) poles will be selected at random by City's representative. The re-inspection shall consist of re-excavating, removing its wrapping and treatment. The pole shall be completely re-inspected and treated. All costs associated with the re-treatments shall be borne by the Contractor. Hammer marks should be evident to show that the pole has been adequately sounded. A Pole Inspection and Treatment Report form shall be designed as a Quality Control Report, completed and submitted to City's representative.

6.2 CORRECTIVE ACTION

Any serious errors will be brought to the attention of the Contractor and corrective action, satisfactory to City, must be taken by the Contractor to remedy the situation before the next quality control check. The corrective action may include but not limited to reworking each pole back to the previous quality control checkpoint at no cost to the City.

END OF SECTION 1 – SCOPE OF SERVICES

SECTION 2 – SPECIAL TERMS

TERM OF CONTRACT: The term of this contract shall be for four (4) years, with four (4) one (1) year option to renew. Prices as stated herein will be firm for the first four years of the contract.

AWARD: The City reserves the right to award the contract in whole (“all or nothing”) or by line item (“split award”). Contract(s) shall be awarded to one or more company(s), which must be capable of supplying the items noted on the Bid Form in a timely manner.

LICENSES AND LABELS: Contractor and Contractor’s Supervisors shall be thoroughly familiar with Federal, State and local regulations pertaining to chemicals used in this work. Persons applying restricted-use pesticides must be “Certified Pesticide Applicators” or under the direct supervision of a certified applicator. All chemicals used on the job shall bear appropriate EPA approved labels stipulating the intended end use of the material. OSHA 20 Material Safety Data Sheets are to be provided with bid sheet with the approved EPA labels.

Contractor shall submit in or with the bid a complete list of EPA labeled chemicals intended only for the purpose of pole treatments to be used in performing bid work

INSURANCE: Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers’ Compensation Insurance and Employer’s Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers’ Compensation, to be maintained by the selected bidder shall specifically include the CITY as an “Additional Insured”.

BILLING: Contractor shall furnish City with report sheets on a weekly basis. Invoices will be itemized and submitted weekly (one invoice per feeder section). Reports indicating inspected/treated poles and associated map sections must be returned from Contractor with each invoice. Reject poles must also be clearly identified. Submit Reports and Invoices to:

Mr. Robert Beckel
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
(561) 586 -1665

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 – MINIMUM QUALIFICATIONS

CONTRACTOR QUALIFICATIONS

Contractor is required to have a minimum of 10 years in the in-service pole inspection and treatment business. Contractor must have documented programs/policies conforming to the Environmental Protection Agency (“EPA”), the Occupational Safety and Health Administration (“OSHA”), the Department of Transportation (“DOT”), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for Contractor’s personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment (“PPE”). Documented proof of these programs/policies shall be provided upon request.

PERSONNEL QUALIFICATIONS

All pole or treating inspectors and work foremen performing the work shall be trained and experienced (minimum six (6) months) as appropriate in inspection, treatment and reinforcement of wood poles. City reserves the right to review and approve evidence of previous experience and training in the form of letters of reference and test results.

Supervision of pole inspectors and work foremen shall be performed by the Contractor using supervisors with at least two (2) years’ experience in the art of inspection and treatment of distribution poles

PERSONNEL REQUIREMENTS

Field inspection crews will be outfitted in like uniforms provided by Contractor. Uniform will meet all appropriate local, state, and federal safety requirements, and as minimum will clearly identify the Contractor’s company name on the uniform. Uniforms will also include field employee identification and will be readily visible to the customer. Contractor will provide vehicles and related signage, fuel, maintenance, insurance, etc. needed to support the project. City of Lake Worth Utilities shall approve, in advance, signage for vehicles. Signage must be used on all vehicles involved in project.

Contractor agrees to comply with all safety provisions for this project including all Federal, State and local applicable regulations, ordinances and requirements concerning health and employee safety.

END OF SECTION 3 – MINIMUM QUALIFICATIONS

SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The one (1) original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

f. The Contractor will furnish a quotation for the work to be performed on the basis of the foregoing categories and in accordance with the following schedule:

****Line item pricing shall be inclusive as indicated below. Bids that employ price stacking strategies will automatically be rejected****

- a) Treated (includes C and D below).
- b) Reject (includes C and D below).
- c) Reported.
- d) Sound and Bore (includes C above).
- e) Fumigant Treatment (includes D above)
- f) Internal Treatment (includes D above).
- g) Ground Wire Repair (Labor only)
- h) Guy Guard Replacement (Labor only)

g. Quote unit prices on labor, material, and equipment for inspection and treatment of DISTRIBUTION poles in accordance with Pole Inspection and Treatment Agreement for a period beginning on or about **April 1, 2015 through March 31, 2016**. All prices quoted are firm at bid opening. Fill out only the information requested on this page, which becomes part of the Pole Inspection and Treatment Agreement. Bidder must quote on all items listed to establish unit prices. Actual quantities will depend on work orders given by City and results of on-site inspections.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

IMPORTANT: In order for a bid package to be considered complete, the following information shall be submitted with the bid. This is in addition to any other required information listed in other parts of this bid document.

- Exhibit A. Pesticide Training Manual and test used by contractor**
- Exhibit B. Standards for safe storage of preservatives on vehicles**

OSHA 20 Material Safety Data Sheets are to be provided with bid sheet with the approved EPA labels.

Contractor shall submit in or with the bid a complete list of EPA labeled chemicals intended only for the purpose of pole treatments to be used in performing bid work

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site.

Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **BID PRICES.** All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. **SUBSTITUTIONS.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. **SUBCONTRACTING.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. **CERTIFICATION AND LICENSES.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. **NO LOBBYING – CONE OF SILENCE.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. **CONFLICT OF INTEREST AND ETHICS REQUIREMENTS.** This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. **PUBLIC ENTITY CRIMES.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see section 2-115 of the City's Procurement Code for the procedure.*

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 15-103

PROJECT TITLE: DISTRIBUTION POLE INSPECTION

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Vendor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

BID

IFB # 15-103

Proposal of: _____
(Bidder Name)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
6. Small Business participation goal for this project is 15%.
7. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

8. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

9. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

10. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

11. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

12. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

IFB# 15-103

SCHEDULE OF BID ITEMS

In accordance with the scope of work and specifications noted in this IFB document, following are the fixed prices to provide all required services.

NO.	ITEMS	UNIT PRICES
1.	Treated	\$
2.	Rejected	\$
3.	Reported	\$
4.	Sound and Bore	\$
5.	*Fumigant Treatment	\$
6.	Internal Treatment	\$
7.	Ground Wire Repair	\$
8.	Guy Guard (Labor Only)	\$

***Pricing shall indicate the “adder” for fumigant treatment only (does not include sound & bore).**

Name of Contractor: _____

Address: _____ St _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

IFB # 15-103

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
2.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB # 15-103

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

IFB # 15-103

LIST OF REFERENCES

Bidder shall submit a list of companies for which bidder has worked in the past five (5) years performing work similar in nature to the work to be executed as part of this contract.

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

Additional references may be listed on a separate page.

IFB # 15-103

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This _____ day of _____, 2014 by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

IFB # 15-103

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, 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 violation of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under this 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 the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date