

**Request for Proposal
for
Clearwater Food Service

SPC Proposal #05-16-17**

St. Petersburg College

SPC

Due March 15, 2017 at 2:00 pm (EDT)

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Background

HISTORY: St. Petersburg College (“SPC” or the “College”), located in Pinellas County, Florida, and established in 1927, is one of the oldest colleges in the Florida College System (“FCS”). SPC is the first college in the FCS to become a four-year college issuing baccalaureate degrees beginning in 2001. SPC is governed by a five-member Board of Trustees appointed to four-year terms by the Governor of Florida. The Board of Trustees appoints the College President who has administrative responsibilities for college operations.

ACADEMICS: Enrollment in 2014 - 2015 included 57,354 students, including 44,411 credit seeking and 12,943 non-credit seeking (Source: spcollege.edu). St. Petersburg College offers more than 100 academic programs, and career training to university transfer options to bachelor's degrees at ten locations throughout Pinellas County and online. Ninety-five percent of SPC’s 379 full-time faculty hold advanced degrees.

REQUEST FOR PROPOSAL: St. Petersburg College is soliciting proposals from companies experienced and qualified to provide food service for the Clearwater Campus. This bid is in the form of an RFP due to the complicated nature of the request. Response consideration is based upon technical excellence and cost.

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General Conditions

RESPONDENTS: Respondents who wish to be considered for the services requested in this Request for Proposal (“RFP”) must follow the instructions herein and provide all of the requested information. SPC reserves the right to disqualify any Respondent whose proposal does not comply with this RFP.

SEALED PROPOSAL: Respondents must submit their proposal in a sealed envelope with the outside of the envelope containing (1) the Respondent’s name and address, (2) the proposal number, and (3) the date the proposal is scheduled to be opened by the College which is provided in this RFP. Envelopes not containing this information will not be opened nor considered by the College, and will be returned to the Respondent.

The following items must be contained within the sealed envelope: (1) one original proposal marked as “original” with wet-ink signatures, (2) six copies of the original proposal, and (3) one electronic version of the original proposal stored on a flash drive or compact disc (CD).

By submitting a proposal, the Respondent acknowledges and accepts the terms and conditions provided in this this RFP.

1. **EXECUTION OF PROPOSAL:** Each proposal must be signed by an authorized representative of the Respondent’s company. The proposal must be completed in ink or typewritten. If a correction needs to be made to the proposal, the Respondent must draw a single line through the language or figure that needs to be corrected and insert the new language or figure above the stricken text. Corrections must be initialed by the person signing the proposal. It is the Respondent’s responsibility to ensure any handwritten language or figure is legible to the College. Otherwise, the College is not required to consider such language or figure.
2. **PROPOSAL PREPARATION COSTS:** Any expense involved in preparing or submitting a proposal, and any work performed in connection with the proposal, shall be borne solely by the Respondent. No payment will be made by the College for any proposal received or for any other effort required, or made by, the Respondent submitting the proposal prior to contract management.
3. **PROPOSAL SUBMISSION AND OPENING:** Proposals must be hand-delivered or mailed to St. Petersburg College, Attn: Mr. Joe Smith Director of Procurement, EpiServices, 14025 58th Street North, Rm 242, Clearwater, Florida 33760. . The College must receive the proposal no later than 2:00 p.m. Eastern Daylight Time (according to the College’s time piece) on March 15, 2017.

4. It is the Respondent's responsibility to ensure the proposal is timely submitted and received by the College. The College will not be responsible for late deliveries or delayed mail. Proposals received by the College after the deadline will be returned unopened to the Respondent without being considered by College.

Facsimile or electronic proposals will not be accepted. Proposals must be provided in hard copy format, in a sealed and properly labeled envelope or package, as referenced in General Conditions.

Once opened, proposals become the property of the College and will not be returned.

5. **SUMMARIZED SCHEDULE OF RFP EVENTS**: Below is a summarized schedule of RFP events:

<i>Time</i>	<i>Date & Day</i>	<i>Description</i>
	2/15/17- Wednesday	RFP issued
	2/16/17 – Thursday to 2/28/17 Tuesday	<p>Questions & Answers:</p> <p>Respondents will have an opportunity to pose questions about this RFP and the selection process. Questions must be submitted in writing via email to SPC's Purchasing Director, Joe Smith at Smith.JoeC@spcollege.edu . The Q&A period will last from 2/16/17 to 2/28/17, following which the College will create a list of questions and answers developed during the Q&A period and disseminate the list to all registered and qualified companies. The list will also be posted to the College's Purchasing website.</p> <p>No questions, verbal or written, will be accepted after the Q&A period ends.</p>
1:00 PM – 4:00 PM	2/17/17 – Friday	Optional Site Visit at the Clearwater Café. Contact Joe Smith (smith.joec@spcollege.edu) to schedule visit.
3:00PM	2/28/17 - Tuesday	Q&A period ends

3:00PM	03/03/17 – Friday Note: College will be closed for Spring break 3/6/17 – 3/10/17	Q&A List posted on www.spcollege.edu/purchasing/
2:00PM	3/15/17 - Wednesday	RFP Deadline
2:01PM	3/15/17- Wednesday	RFP Opening at St. Petersburg College – EpiServices, 14025 58th Street North, Clearwater, FL 33760 in Room 217
	3/20-3/24/17 Monday-Friday	Selection committee reviews proposals
	3/27/2017- Monday	Top 3 finalist will be notified if presentation is required.
	3/27/2017- Monday	Notice of recommended intent to award (if presentation are not required)
	3/30/2017- Thursday	Presentations from top three finalist (if required)
	4/03/2017- Monday	Notice of recommended intent to award (if presentations occur)

6. **REGISTRATION:** Prior to submitting a proposal, each Respondent must register with the College's Purchasing Office in order to be placed on the distribution list for addenda or official communication concerning this RFP. Please register at <http://www.spcollege.edu/purchasing>

7. **CHANGES OR MODIFICATIONS** The College reserves the right to make changes to this RFP. Changes may include but are not limited to postponing the due date of proposals or revising RFP specifications. All changes will be announced and disseminated by the College's Purchasing Department via addendum posted to the College's Purchasing website and sent to registered Respondents via email with sufficient time for Respondents to amend their proposals following the College's change. Respondents must acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with the Respondent's proposal.

8. **CONFLICT OF INTEREST:** By submitting a proposal, each Respondent acknowledges and agrees to comply with Section 112.313(3), Florida Statutes, which provides:

(3) DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- (a) October 1, 1975.*
- (b) Qualification for elective office.*
- (c) Appointment to public office.*
- (d) Beginning public employment.*

9. **COLLUSION/DISCLOSURE:** By submitting a proposal, each Respondent acknowledges and agrees to the following statement:

I, (name of Respondent), certify that my proposal is made without previous understanding, agreement, or connection with any person, company or corporation making a proposal for the same work in this Request for Proposal, and that my company's proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Respondent also acknowledges and agrees to the following statement:

No member of my company's ownership, management or staff has a vested financial interest in any aspect or department of the College.

Any respondent who cannot agree with these statements should not submit a proposal.

10. **PROPOSAL WITHDRAWAL:** Respondents may withdraw their proposals by notifying the College in writing any time before the proposal opening. Upon receiving a Respondent's timely notification of withdrawal, the College will return the unopened proposal to an authorized representative of the Respondent's company, who will be required to disclose his or her identity via company business card and driver's license. The authorized representative will be required to sign for receipt of the proposal.

Any proposal submitted to the College constitutes an irrevocable offer by the Respondent to provide the College with the services requested in this RFP and any response thereto, for a period of 120 days from receipt of the proposal.

11. **SUBCONTRACTING:** The name and company of any subcontractor contemplated for use must be included as part of Respondent's proposal.
12. **ACCURACY OF PROPOSAL INFORMATION:** Respondents must ensure the accuracy of their proposal information. The College reserves the right to disqualify any proposal that includes inaccurate, misleading, exaggerated, or incorrect information.
13. **FUTURE ADVERTISING:** In submitting a proposal, a Respondent agrees not to use the results of the College's selection process in any future commercial advertisements without obtaining the college's prior written consent.
14. **PUBLIC ENTITY CRIMES:** By submitting a proposal, a Respondent and their company acknowledges and agrees to comply with the Public Entity Crimes Statement referenced below:

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-Respondent 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 Florida Statutes, Chapter 287 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Respondent list.

15. **PUBLIC RECORDS:** Any material submitted in response to this RFP is subject to disclosure under Florida's Public Records law, Chapter 119, Florida Statutes.

16. **RESERVATION OF RIGHTS:** In addition to all other rights of the College under Florida law or the Board of Trustees Rules and College Procedures, the College specifically reserves the following:
- a) The College reserves the right to rank companies pursuant to the relative Florida Statutes and the Florida Administrative Code and to negotiate with the highest-ranking company.
 - b) The College reserves the right to reject this RFP.
 - c) The College reserves the right to reject any and all proposals submitted in response to this RFP.
 - d) The College reserves the right to remedy or waive technical or immaterial errors in this RFP or the submitted proposals.
 - e) The College reserves the right to request any necessary clarifications or statement data without changing the terms of any proposal.
17. **DISPUTES & PROTESTS:** Any actual or prospective Respondent who is allegedly aggrieved in connection with the issuance of this RFP or pending award of contract, may protest to St. Petersburg College, Attn: **Mr. Joe Smith Director of Procurement**, P.O. Box 13489, St. Petersburg, Florida 33733. The protest must be filed in accordance with Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
18. **IDENTICAL OR TIE BIDS:** In the event two or more Respondents receive the exact same score from the evaluation team, the following criteria, in order of importance, shall be used to break the tie: (1) Drug Free Work Place Certification, (2) Florida Respondents, or (3) whether Bidder's place of business is within Pinellas County.
19. **EQUAL OPPORTUNITY:** All work on this project will be carried out in compliance with the College's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age, national origin, marital status, ethnicity, sexual orientation, gender identity, genetic information or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, neither the College nor the Respondent shall not tolerate such conduct.
20. **INDEMNIFICATION:** To the fullest extent permitted by law, the Respondent shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs including but not limited

to costs for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance of services required under the contract resulting from this RFP, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent or other person or company utilized by the Respondent in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

21. **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, local laws and ordinances, College rules and procedures shall govern development, submittal and evaluation of all proposals received in response to this RFP and shall govern any and all claims and disputes which may arise between Respondent and the College by and through each entity's officers, employees and authorized representatives, or any other person, natural or otherwise; and a lack of knowledge by the Respondent shall not constitute a valid defense against the legal effect thereof.
22. **CONTRACT TYPE:** The College anticipates entering into a deliverable based reimbursement contract with the successful Respondent. Deliverables will be aligned with the outcome measures referenced in this RFP. The College anticipates **a contract term of two years (beginning with the last of the two parties to sign) with the option to renew for three additional one-year terms upon written consent of the College and the selected Respondent.** The laws of Florida shall govern any contract entered into by the College and selected Respondent.
23. **PROPOSAL SPECIFICATIONS:** The Proposal Specifications requested under this RFP follow these General Conditions. To the extent there is a conflict between the General Conditions and the Proposal Specifications, the Proposal Specifications will govern and control.

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Proposal Specifications

1. **PROJECT OVERVIEW:** This RFP solicits proposals for providing food service for the St. Petersburg College Clearwater Campus, 2465 Drew Street. This RFP is solely for contractual services to provide food service. However, opportunities to cater may be offered from time to time as those occasions arise. The campus reserves the right to contract with any caterer they choose. The food contract will not include vending services as SPC currently has a vending contract in place.
2. **OPTIONAL SITE VISIT:** While site visits for this bid are not required, the facility will be available for tours Friday, February 17th from 1:00 PM to 4:00 PM. Contact Joe Smith at smith.ioec@spcollege.edu to schedule a site visit.
3. **HOURS OF OPERATION:** Hours of operation as determined in the resulting contract are subject to mutual agreement and may subsequently be amended by letter agreement between the Contractor and the Campus Provost, or designee, as circumstances require.
 - Monday through Thursday from 7:00 AM to 7:00 PM
 - Fridays from 7:00 AM to 1:00 PM
 - Catering will be on an as requested basis
4. **REQUIREMENTS AND PREFERENCES:** Please respond to each of the questions/requirements below (both those labeled as required and preferred) Additional information may be provided as attachments. Each response must be labeled with the corresponding question/requirement number.

Question/ Requirement	Menus and Pricing	Required or Preferred
1)	Provide menu and initial prices for stationary food service. -Speak to top selling/Signature items	Required
2)	Discuss offerings of healthy menu choices.	Required
3)	How will nutritional information be displayed?	Required
4)	Speak to how you might handle dietary restrictions. Examples include allergies to gluten, nuts, etc.....	Required
5)	Speak to variety and flexibility in your menu. Examples include specials and ability to custom order. Do you have any set up to design your own meal in a Chipotle style setup?	Preferred

6)	What kind of Grab and Go choices do you offer?	Preferred
7)	Speak to any discount programs you offer. For example, punch cards for free items, daily specials, discounts.	Preferred
8)	Do you have a catering menu? Speak to your ability to handle special events, ethnic menus and themed meals.	Required
Service and Campus Relations		
9)	Speak to how you handle high volume at peak times. Examples include, express checkout, number of registers, staffing, self check out, online ordering.	Required
10)	How do you handle marketing and campus outreach?	Required
11)	How do you handle accessibility issues for disabled customers? Examples include menus for the visually impaired.	Required
12)	Speak to how you handle conservation, recycling and sustainability.	Required
13)	Can you discuss any potential problems or special challenges with food service for higher education campuses and how you approach these issues? Any examples from a campus environment similar to Clearwater?	Preferred
Remuneration to the College		
14)	Present details on Remunerations to the St. Petersburg College. Examples include a % of sales or rental agreement.	Required
Supplier Request		
15)	Detail any equipment required based on your proposal. Provide specifications, including expected cost.	Required
16)	Speak to utilities, custodial service and other considerations you may have.	Required

Student Enrollment

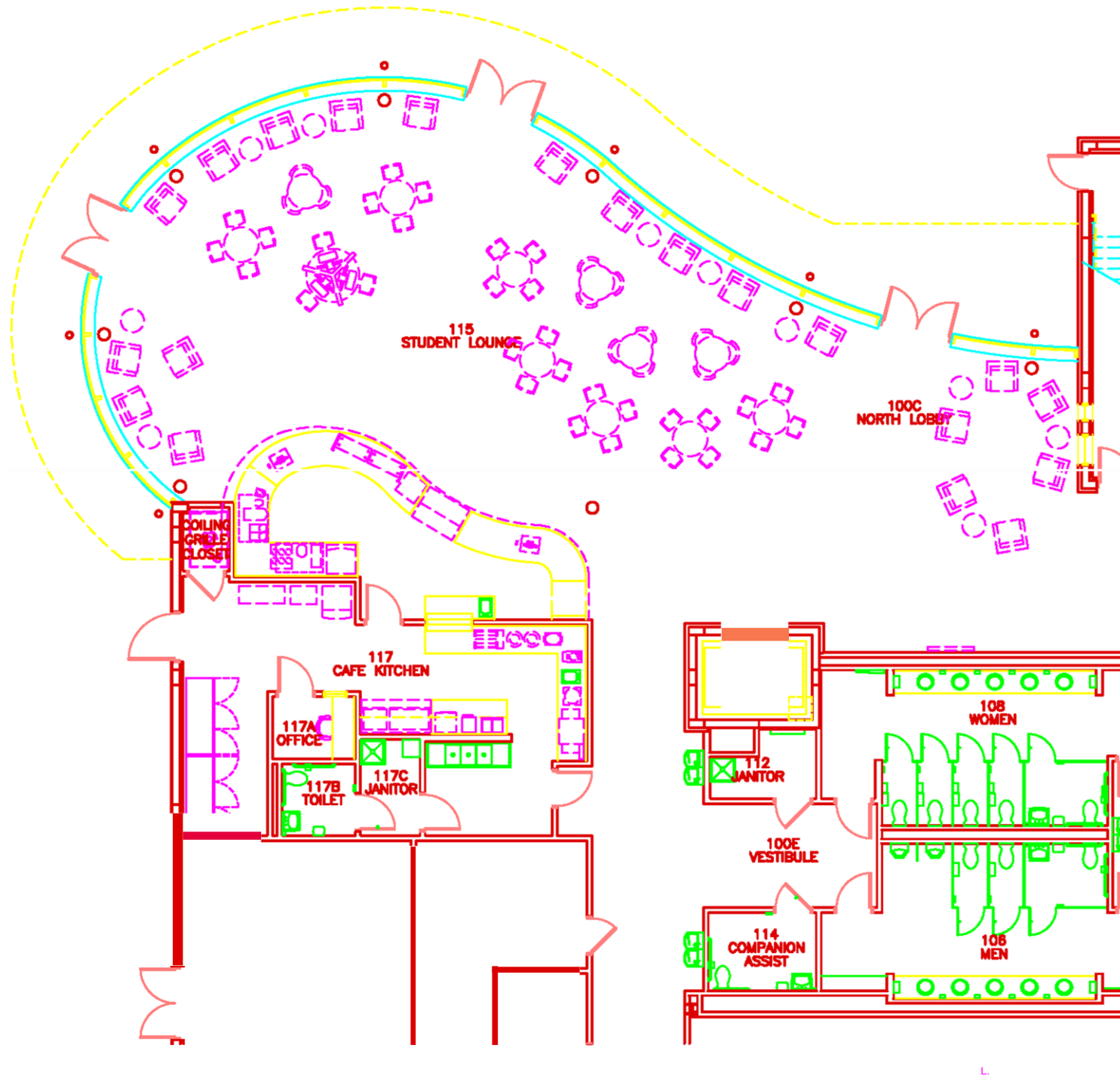
Academic Year 2015-2016	Full Time Students	Part Time Students
Fall Term	9,541	6,791
Spring Term	9,931	7,074
Summer Term	4,858	4,699
Employees	253	n/a

Café Sales Numbers

2015 -2016 Academic Year	Sales for month
Jul-15	\$9,420.88
Aug-15	\$15,070.47
Sep-15	\$29,503.23
Oct-15	\$14,207.91
Nov-15	\$22,099.65
Dec-15	\$10,941.43
Jan-16	\$19,354.73
Feb-16	\$29,256.50
Mar-16	\$26,031.31
Apr-16	\$26,225.08
May-16	\$10,580.73
Jun-16	\$17,125.81
Total	\$229,817.73

2016 -2017 Academic Year	Sales for month
Jul-16	\$7,051.81
Aug-16	\$14,477.16
Sep-16	\$33,659.11
Oct-16	\$27,190.41
Nov-16	\$21,631.84
Dec-16	\$10,329.01
Jan-17	\$17,855.58
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	
Total	\$132,194.92

Café Drawing



Current Equipment List

Description
Refrigerated Counter
Freezer Under Counter
Electric Griddle Counter Unit
Drop in Hot Food Unit
Ice Maker
Convection Oven
Sink 3 Compartment Regaline
Refrigerator 3 Section
Freezer 3 Door
Countertop Electric Fryer Twin
Open Refrigerator Display
Open Refrigerator Display
Countertop Sandwich Refrig.

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Evaluation Process

- A. The College will appoint an Evaluation Committee (“Evaluation Committee”) which will consist of College employees and students. It is anticipated the Evaluation Committee will consist of five (5) members. The College shall be the sole judge of its own best interests, the proposals, and the approval of the resulting contract. The College’s decisions will be final.
- B. The Evaluation Committee will review all proposals received and accepted, and evaluate each proposal based on the evaluation criteria provided below. The Evaluation Committee may select three (3) companies deemed to be the most highly qualified to perform the required services unless less than three proposals are received, in which case the Evaluation Committee will rank order as many companies as applied. The Evaluation committee may require the three (3) finalist to present their qualifications if deemed necessary. If a finalist is located out of state, permission may be given for the company to present their qualification by video conference. The College will then begin negotiating with the highest ranking company.
- C. Should the College be unable to negotiate a satisfactory contract with the company deemed to be the most highly qualified, at a price the College determines to be fair, competitive and reasonable negotiations with that company will be formally terminated, and the College will undertake negotiations with the second most highly qualified company. Failing accord with the second company, the College will undertake negotiations with the third most highly qualified company. Should the College be unable to negotiate a satisfactory contract with any of the selected companies, additional companies will be selected in accordance with law. The College reserves the right to determine not to proceed with the project.
- D. Once negotiations are complete, the selected company and the College will execute a contract for the required work.

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Evaluation Scoring

The evaluation criteria below correspond with the criteria provided in the Proposal Specifications above. Allotted points will be based on how well a Respondent addresses the criteria in the Proposal Specifications.

Menu / Flexibility	25 Points
Price and Quality	25 Points
Service – High volumes, outreach, etc....	10 Points
History including experience, references and past performance	10 Points
Conservation, recycling and sustainability	10 Points
Remuneration	10 points
Responsiveness to RFP	10 points
Total Points:	100 Points

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Attachments:

1. Respondent Registration Form

Anyone interested in doing business with St. Petersburg College is required to complete the Respondent Registration Form. The completed form does not guarantee an opportunity to submit a proposal, but does help the College in evaluating your business for future opportunities.

Business Name:	
Mailing Address (Street/P.O. box):	
City: _____	State: _____ County: _____
	Zip Code: _____
Contact Person:	Title:
Telephone #:	Fax #:
Email Address: <input type="checkbox"/> _____ <input type="checkbox"/> _____	
Is your company certified by the State of Florida's Office of Supplier Diversity as a Minority/Woman owned business? Yes No	
If Yes, identify certification:	
Please forward a current catalog or provide a website address if catalog is available online.	
Website Address:	
Type of business/service offered:	
<p>Please return the completed Respondent Registration Form to:</p> <p>St. Petersburg College Attn: Mr. Joe Smith Director of Procurement P.O. Box 13489 St. Petersburg, FL 33733-3489</p> <p>OR -</p> <p><u>Fax to:</u> (727) 444-6653</p>	

2. Statement of No Proposal

If your company does not intend to respond to this RFP, please complete and return this form prior to the date shown for receipt of Proposals to: St. Petersburg College, Attn: Mr. Joe Smith, Director of Procurement, P. O. Box 13489, St. Petersburg, Florida 33733-3489. Fax # 727-444-6653

The undersigned declines to submit a proposal on the above referenced Invitation to Proposal for the following reason(s):

- ☐ Specifications are too "restrictive." (Please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (Please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Other (please explain below)

<hr/>	<hr/>		
Company Name	Title		
<hr/>	<hr/>		
Signature	Telephone		
<hr/>	<hr/>		
Printed Name	Fax		
<hr/>	<hr/>	<hr/>	<hr/>
Address	City	State	Zip

3. Proposal Certification

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a proposal for the same services, materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Respondent _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Email _____

Date _____

4. Respondent's Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter.

Submitted to: St. Petersburg College
Director of Procurement

Submitted by: Name: _____ () Corporation

Address: _____ () Partnership

Principal Office: _____ () Individual

(Note: Attach separate sheets as required.) () Joint Venture

() Other

1. How many years has your organization provided the requested services? _____

2. How many years under the present business name? _____

If applicable:

Former business name: _____ # Years: _____

3. Corporations, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Regional Manager: _____

District Manager: _____

4. Partnerships, answer the following:

Date of organization: _____

Type of partnership: _____

Names and addresses of partners (if applicable):

1). _____

2). _____

3). _____

5. If other than a corporation or partnership, describe organization and name principals: _____

1). _____

2). _____

3). _____

6. Have you ever failed to complete any contract awarded to you? If so, indicate when, where, why, and name/telephone number of persons we may talk to about this: _____

1). _____

2). _____

3). _____

7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? Yes _____ No _____

If yes, state circumstances: _____

9. Worker's Compensation insurance policy number: _____

Name of company: _____ Policy amount: _____

10. Comprehensive General Liability policy number: _____

Name of company: _____ Policy amount _____
(\$500,000 combined single limit minimum)

The Board of Trustees, St. Petersburg College, will be named additional insured for General Liability coverage if our company is awarded the bid? Yes _____ No _____
(A "No" answer will disqualify your bid.)

11. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary):

Date: _____ Name of Company: _____

By: _____
(Authorized Signature)

Title: _____

NOTARIZATION

Sworn to and subscribed before me this _____ day of _____, 2015

Personally known _____
Notary Signature

Produced Identification: _____

Type of Identification: _____

Notary Public State of: _____

My Commission expires: _____

(Printed, typed or stamped Commissioned
name of Notary Public)

5. Drug Free Workplace

The undersigned Respondent in accordance with Florida Statute 287.087 hereby certifies that does:

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 proposed 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 proposal, 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 any controlled substance law of the United States or any state 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 an 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 company complies fully with the above requirements.

Respondent's Signature

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	<input type="checkbox"/> Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ <input type="checkbox"/> Other (see instructions)	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person *	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.