Request for Proposals

The City of Lake Worth

REQUEST FOR PROPOSALS

RFP # NO. 15-103

CITY FLEET – SUPPLY & DELIVERY OF PARTS & ACCESSORIES

Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1674
FAX: 561-586-1673

Where the Tropics Begin

RFP # 15-103

CITY FLEET – SUPPLY & DELIVERY OF PARTS & ACCESSORIES

The City of Lake Worth is seeking proposals for a qualified vendor(s) to provide aftermarket vehicle parts and accessories for automobiles, light through heavy duty trucks, and off road vehicles to the City. The contract will be a three (3) year contract with an option for two (2) additional one (1) year renewals. The City's goals are to accomplish a reduction in inventory, improve efficiency, eliminate obsolescence, and promote satisfaction among the Departments who utilize the fleet.

Time is of the essence and any proposal received after **3:00 p.m., January 7, 2015,** whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by the City's Finance Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Finance Office at (561) 586-1674 or from the City's website at www.lakeworth.org, Purchasing Opportunities. All proposals must be hand-delivered or mailed to:

City of Lake Worth Finance Office – 2nd Floor
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-103. Small Business participation is strongly encouraged.

BY:_ _____
Hirut Darge, Finance Office

PUBLISHED: Palm Beach Post
November 30, 2014

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from vendors qualified to provide vehicle parts and accessories to the Fleet Maintenance Division. A more detailed scope of services is incorporated into this RFP as **Exhibit "A", Exhibit "F" & Exhibit "G".**

2. SUBMITTAL OF PROPOSALS

Interested Proposers are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., January 7, 2015,** whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **3:00 p.m., Wednesday, December 10, 2014.** It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

Hirut Darge, Purchasing Agent
Finance Office
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
hdarge@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.

5. PROPERTY OF THE CITY

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

6. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due — December 10, 2014 (before 3 PM)
- Questions from Potential Proposers Due — December 17, 2014 (3 PM)
- Issue Addendum (if necessary) — December 22, 2014
- **Proposal Response Due — January 7, 2015 (3 PM)**

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. 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 Proposers 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 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.

8. ETHICS REQUIREMENT

This RFP 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. Proposers 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 Proposer 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 RFP.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer 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 RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer 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 proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such 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 expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP 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 RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Proposer if it is in the best interests of the City.

The resulting non-exclusive contract shall be for an initial term of three years with two additional one year renewal options unless earlier terminated in accordance with the resulting contract. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Each fiscal year of the contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

Rates shall remain firm for the duration of contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm 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 firm 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 firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

B. The firm 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 firm 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 firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussion. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

Qualifications by Category	Points Awarded
Experience providing similar services	30 points
Inventory capabilities, Accessibility / Response Time / Implementation Plan	40 points
Price	30 points
Total	100 points

13. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, four (4) copies and (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.
- Proposer's understanding of the scope of services which should include a clear description of services proposed. Vendor should also include details of their approach and work plans. A brief statement should also be included which explains why their approach and plan would be the most effective and beneficial to the City of Lake Worth.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the form).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience and service level. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Samples of materials that would fall into the scope of services herein should be submitted with the proposal.

D. Vendor Information

Vendor to provide the following information:

1. Number of stocked items in local warehouse.
2. Number of warehouses
3. Number of MARKED delivery trucks
4. Length of service (vehicle parts experience, per counterman or training certification).
5. Number of counter people.
6. Vendor's normal delivery schedule from:
   a) -Local Warehouse to City Garage located at 1749 3rd Avenue South, Lake Worth, FL 33460
   b) -Regional Warehouse to store. Additionally, vendor to state normal delivery time for emergency parts, locally available parts (both from the vendor and non-vendor stock).
7. Hours of operation.
8. If possible, please provide the names and phone numbers of your current emergency response team (minimum of 2 contacts)

Also, please provide responses to the following:

9. How do you propose to provide the City with 80% of the parts within one (1) hour of the request and 90% within four (4) hours?
10. How do you plan on billing the City for parts used? (Provide samples of invoices and statements).
11. What types of inventory or parts activity reports can you supply the City to enhance the ordering process? (Supply examples)

12. How do you propose to integrate with the City to determine the parts and supplies to carry in inventory, ordering intervals, critical parts and turnaround time?
13. What system will you introduce to the City to make it easier to place orders, check on inventory, communicate with the driver, etc.?
14. How would you handle obsolete parts? (Parts which the City owns but which are obsolete to the needs of the City)
15. What type of warranty do you offer on your parts? What are the City's responsibilities in their process?
16. How do you propose to service the City after hours, in case of emergencies or severe weather conditions because of the necessity for the operation of emergency response vehicles?

Note: All proposers are encouraged to be very specific and detailed in their response to this section.

E. Parts and Service Charge Method:

Parts, transportation charges, core credits, returns, credits, and other applicable items shall be calculated on a monthly basis and be due the first week following the end of the month. The report shall contain a complete account of all activity for the month ending, cost of part sold to the City and cost of transportation and special shipping (for special or emergency order requests) as a minimum. The City will not pay freight charges on stock parts or parts available in the local area. The City reserves the right to purchase parts from other sources if the vendor cannot obtain the desired part(s) within a four (4) hour period (upon order). In an emergency situation the City can procure parts immediately, if the vendor cannot supply the part(s) in the desired time frame. The vendor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred will be deducted from the monthly billing to the City.

F. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current firm workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

G. Litigation and/or Terminations (unlimited)

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years.

Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

15. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. 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). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

16. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

A. Exhibit "A" Scope of Services
B. Exhibit "B" Registration Form (should be submitted)
C. Exhibit "C" Proposer Information Form (must be submitted)
D. Exhibit "D" Drug Free Workplace Form (must be submitted)
E. Exhibit "E" References (must be submitted)
F. Exhibit "F" City Vehicles/Equipment List (See Separate Attachment)
G. Exhibit "G" City Fleet Parts List (See Separate Attachment)

17. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT "A"

SCOPE OF SERVICES

The City of Lake Worth is seeking proposals from qualified vendors to provide vehicle parts and accessories to the Fleet Maintenance Division. Proposers shall refer to the unit costs shown in Exhibit "G" and state the pricing they can provide in terms of percentage below, percentage above, or the same as the listed costs. The selected vendor(s) shall provide parts necessary to efficiently and effectively cover all hours worked by the Fleet Maintenance Division. Operating hours at the City Garage are Monday through Friday, 6:00 A.M. to 6:00 P.M. All parts (excluding tires) necessary to maintain the City's fleet will be procured from the resulting contract.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

EXHIBIT "B"

CITY FLEET – SUPPLY & DELIVERY OF PARTS & ACCESSORIES

RFP #15-103

REGISTRATION FORM

Proposers should complete and return this form to the Procurement Office prior **3:00 P.M. EST, Wednesday, December 10, 2014 in order to receive any addenda(s) issued for this RFP.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company:_____

Contact Person: _____Title: _____

Street:_____

City:_____ State: _____ Zip: _____

Telephone (_____)_____ Fax(_____)_____

E-Mail Address: _____

Preferred Method of Receipt: ☐ Fax ☐ E-Mail

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP #15-103

Company Name: _____

Authorized Signature: _____

Signature Print Name

Title: _____

Physical Address: _____

Street

_____

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site (if applicable):_____

Federal Identification Number:_____

This is a requirement of every Proposer.

EXHIBIT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

EXHIBIT "E"
REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing parts services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#**1 REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

#**2 REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___)_____ Fax: (___)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.