

**IRL Council**



**REQUEST FOR QUALIFICATIONS  
RFQ #2019-003**

**Indian River Lagoon  
Biodiversity and the IRL Species Inventory Update**



**IRL COUNCIL**  
1235 Main St.  
Sebastian, FL 32958  
TEL: 772-742-2858

**RFQ #2019-003**

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**AN UPDATE OF THE CURRENT SPECIES BIODIVERSITY WEBSITE AND DATABASE OF  
THE INDIAN RIVER LAGOON**

The IRL Council (Council) is seeking Qualifications from scientific and/or academic institutions who can demonstrate the following qualifications:

- Expertise and experience with the Indian River Lagoon and biological diversity.
- Expertise and experience conducting Indian River Lagoon taxonomic classification using schemes from ITIS (The Integrated Taxonomic Information System).
- Expertise and experience curating an online Species Inventory database of the Indian River Lagoon.
- Expertise and experience linking photographs to species.
- Commitment to make accessible and share available informational content (taxonomic, ecological, and pictorial) on IRL organisms to the public.
- Expertise with DNA mapping and linking the DNA sequences with Indian River Lagoon Species.
- Expertise and experience describing the Indian River Lagoon system, including all habitats.
- Commitment to a continued presence in the IRL to collect and identify potential new species.
- Commitment to use a well-respected data management system that allows for easier website upgrades; is easily searchable, accessible, and growable.
- Understanding of and prior participation with IRLNEP partners and stakeholders involved in taxonomic information and respective species narratives.

The Indian River Lagoon (IRL) is facing many challenges that are driven by land-use patterns, human population growth, and climate change. Direct impacts to IRL biological diversity include poor water quality, habitat destruction and alteration, exotic species invasions, and climate change impacts, including sea level rise. In light of these ecosystem stressors, it is essential for the IRLNEP to work with our Management Conference partners to preserve, archive and expand the scientifically accurate biodiversity database. The database resulted from the first Indian River Lagoon biodiversity conference that occurred in 1994. Documentation of the Lagoon's biodiversity, expansion of the original database, and application of technological advances that allow for rapid increases in biological knowledge from the IRL, are all part of a responsible strategy to curate IRL biodiversity information and make it available to scientists, students, resource managers and the public.

The IRL Council seeks a firm with qualifications to update the IRL Species Inventory to go beyond its informational value and assist scientist in evaluating the status and trends of the Indian River Lagoon

Biodiversity since the 2011 superbloom. These trends will help portray to resource managers, lawmakers, and the public of what is at risk in terms of potential loss of species from the ecosystem.

The IRL Council will negotiate a service contract that will be renewable for up to 5 years, contingent on satisfactory annual performance and availability of funding. Quarterly progress reports will be submitted starting after the first quarter following contract execution. A final project report will be submitted 60 days after project completion.

Interested firms may obtain a copy of the RFQ from the IRL Council website [www.irlcouncil.com](http://www.irlcouncil.com).

## **GENERAL INFORMATION**

### **1. PROJECT OBJECTIVE**

The IRL Council is seeking Qualifications from qualified and experienced scientific and/or academic institutions to provide a complete reorganization and expansion of the IRL species inventory and its website and website communications. A more detailed scope of services is attached and incorporated into this RFQ as **Exhibit "A"**.

### **2. SUBMITTAL OF QUALIFICATIONS**

Interested firms are invited to submit a complete set of Qualifications for consideration. The Qualifications must address the items requested, clearly and concisely. The Council intends to negotiate a contract for the desired services upon selection of the Qualifications that best satisfy the evaluation criteria.

Any proposal received by the IRL Council after **5:00 pm July 24, 2019**, whether by electronic mail or otherwise will be not be accepted. Qualifications shall be submitted by electronic mail to [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org). Time is of the essence and any Qualifications received after **5:00 pm July 24, 2019**, whether by electronic mail or otherwise will be disqualified from consideration. The Council will in no way be responsible for delays caused by any occurrence. Qualifications shall not be submitted and will not be accepted by courier, US mail, telephone, telegram, facsimile or in person. Respondents are responsible for insuring that their Qualifications are delivered and received by Council personnel by the deadline indicated. At the designated time and place, the Council's purchasing agent or designee will record the Qualifications for the record.

The Council reserves the right in its sole discretion to reject any or all Qualifications and/or to waive all nonmaterial, minor irregularities on any and all Qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFQ are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFQ. All Qualifications must be submitted in Portable Document Format (PDF) only. Signatures are required where indicated; failure to do so may be cause for rejection of the Qualifications.

### **3. CHANGES AND INTERPRETATIONS**

Changes to this RFQ will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. Addenda will be posted on the “Request For Proposals” section of the Council website: [www.irlcouncil.com](http://www.irlcouncil.com).

*All questions regarding this RFQ should be submitted in writing via e-mail to [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org) and must be received no later than ten (10) calendar days prior to the due date for Qualifications. All questions will be answered via addenda. If a question is not answered, the Respondent should assume all relevant information is contained within this RFQ. The Council will attempt to not issue any addenda within three (3) business days of the due date of Qualifications; however, the Council reserves the right to issue any addenda at any time prior to the due date and time of Qualifications.*

### **4. PROPERTY OF THE COUNCIL**

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

### **5. RFQ TIMETABLE**

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

- Questions from Potential Respondents Due Up to July 12, 2019
- Issue Addendum (if necessary) July 19, 2019
- Qualifications Due July 24, 2019 (on or before 5:00 pm ET)
- Short List Announcement (if applicable) August 5, 2019
- Qualifications Selection August 9, 2019
- Contract Negotiations & Approval On or before September 30, 2019

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

### **6. CONE OF SILENCE**

Unless communication occurs during a publicly noticed meeting, all communication between the IRL Council Board of Directors and their alternates, Evaluation Team Members (Dr. Duane De Freese, Dr. Chuck Jacoby, Dr. Richard Paperno, Diane Hughes, Dr. John Windsor, and LeRoy Cresswell), employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors) is prohibited until the time of award, rejection of all responses or some other action by the Council to end the selection process.

**7. ETHICS REQUIREMENT**

This RFQ is subject to the State of Florida Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Council officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review the Florida Code of Ethics in order to ensure compliance with the same.

**8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the Council, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Council representatives or advisors, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Council without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the Council if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Council that any Qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Council may withdraw this RFQ either before or after receiving Qualifications, may accept or reject Qualifications, and may accept Qualifications which deviate from the non-material provisions of this RFQ. In its sole discretion, the Council may determine the qualifications and acceptability of any firm or firms submitting Qualifications in response to this RFQ. Following submission of Qualifications, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualifications and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the Council. Any action taken by the Council in response to Qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Qualifications, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Council, or their advisors.

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

**9. 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 Respondent. If the Council and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the Council reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the Council is able to enter into a contract with a Respondent that best meets the needs of the Council.

The Council anticipates awarding either one or two contracts. The Council reserves the right to award to more than one Respondent if it is in the best interests of the Council.

The resulting non-exclusive continuing contract or contracts shall be renewable for up to 5 years. Each fiscal year of the contract and any future years will be subject to satisfactory performance and the availability of funds lawfully appropriated for its purpose by the Council. The Council need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

Hourly rates shall remain firm for the first two (2) years of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

## **10. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFQ, the awarded Respondent 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 Council. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected 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 selected 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 selected firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected 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 selected Respondent shall specifically include the Council as an "Additional Insured".

## **11. EVALUATION AND AWARD**

Each member of the Evaluation Team will evaluate Respondents' qualifications consistent with the qualification evaluation criteria listed below. The IRLNEP will then provide the evaluations to the

IRLNEP Management Board and/or the IRL Council Board of Directors with or without presentations and/or discussions for ranking and a decision. Council staff will notify all submitting Respondents and advertise (if any) the Evaluation Team meeting(s) in the appropriate media as directed by law. The Council is not bound by the evaluations of the Evaluation Team and the Council may determine the best overall Qualifications which are most advantageous and in the best interest of the Council. Recommended awards will be available for review by interested parties at the Council Office and the Council's website.

Each submitted Qualifications will be evaluated individually and in the context of all other Qualifications. Qualifications must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the Council through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the Council to award to the most qualified, and the Council reserves the right to award the contract to the Respondent submitting the best overall Qualifications and in the best interest of the Council (consistent with the evaluation criteria and successful negotiations). The Council shall be the sole judge of the Qualifications and the resulting agreement that is in its best interests.

As part of the evaluation process, the Council may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting Qualifications, Respondents acknowledge this process and consent to the Council's investigation. Council is the sole judge in determining the Respondent's qualifications.

At its sole option, the Evaluation Team or Council may require brief presentations from some or all of the Respondents. This requirement is at the sole discretion of the Council.

While the Council allows Respondents to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Qualifications which are most advantageous to the Council.

**RFQ Evaluation Scoring Criteria:**

The evaluation of the Qualifications will be conducted in accordance with the following criteria (with associated points available).

<b><u>Qualification Evaluation Criteria</u></b>	<b><u>Points Available</u></b>
Demonstrated evidence of capability, experience and skill	30 points
Evidence of successful past performance for similar projects	30 points
Evidence of adequate personnel to perform	25 points
Completeness and responsiveness of Qualifications	5 points
Terminations and/or litigation	5 points
Evidence of required license(s) and certification(s)	5 points

## 12. **QUALIFICATIONS FORMAT**

Each Respondent shall submit **One Original**, electronically and in PDF format. All RFQ responses are to be emailed to directly to **kolodny@irlcouncil.org**, in English. Each submittal 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 Respondent to respond to a requirement, the response should include reference to the document number and page number. Qualifications not providing this reference will be considered to have no reference materials included in the additional documents.

Qualifications must be properly signed by the owner/principal having the authority to bind the firm to a resulting contract. **Signatures are required where indicated; failure to do so shall be cause for rejection of Qualifications.**

Only one set of Qualifications may be submitted by each Respondent.

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

All Qualifications shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause for disqualification.

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

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

- General summary of Respondent's firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's qualifications.
- Proposer's brief understanding of the scope of services.
- The letter must name all persons or entities interested in award as principals. Identify all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm 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.

### **B. Addenda (unlimited pages)**

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

### **C. References & Materials (not to exceed 15 pages plus the form).**

1. **Evidence of capability, experience and skill:** Respondents shall provide a summary of the firm's capability, experience and skill to provide the requested services (which shall not exceed two pages) and include the firm's organizational structure. Bullet point format is appreciated.
2. **Evidence of successful past performance for similar projects:** Using the reference form provided, Respondents shall identify successful past performance for similar projects. Respondents shall provide a minimum of three (3) references on the form provided demonstrating their successful past performance. Prior experience with



other Florida agencies is desirable. Respondents 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.

3. Evidence of adequate personnel to perform: Respondents shall provide 1-page summaries or resumes of key personnel to be assigned to provide services to the Council. Resumes should include a description of:
  - Training, education and degrees.
  - Related experience and for whom.
  - Professional certifications, licenses and affiliations.

**D. Proof of Licenses (unlimited)**

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Proposer's Business Tax Receipt (as applicable).

**E. Litigation and/or Terminations (unlimited)**

Respondents shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this RFQ and that the Respondent 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.*

Respondents shall also state if the Respondent has or had a contract or contracts for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Respondents shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

**F. Evidence of Ability to Deliver on Time (limited to three pages)**

Respondents shall provide a summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided.

**13. REPRESENTATIONS BY SUBMITTAL OF QUALIFICATIONS**

By submitting Qualifications, the Respondent warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Respondent 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 Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.

- C. The Respondent understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ shall become part of any contract entered into between the Council and the Respondent.
- D. By signing and submitting Qualifications, Respondent certifies that it 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 Qualifications to the Council for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its Qualifications does not violate this statute.
- F. Respondent recognizes and agrees that the Council will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of its Qualifications to third parties.

**14. PROTESTS**

Any actual Respondent who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the Council in accordance with the Council's procurement code. A complete copy of the Council's procurement code is available on-line at <http://www.irlcouncil.com/uploads/7/9/2/7/79276172/operatingproceduresmanual.pdf>.

**15. EXHIBITS**

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

- A. Exhibit "A"                    Scope of Services
- B. Exhibit "B"                    Proposer Information Form (must be submitted)
- C. Exhibit "C"                    Drug Free Workplace Form (must be submitted)
- D. Exhibit "D"                    References (must be submitted)

**16. COMPLIANCE**

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

**END OF GENERAL INFORMATION**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The qualified and awarded Respondent(s) shall provide the following Scope of Services:

A complete reorganization and expansion of the IRL species inventory and its website and website communications.

SCOPE OF WORK: The core output of this work will be a reorganized and expanded IRL species inventory through the following methods:

- Preservation of all information currently available in the IRL Species Inventory database.
- Integration of Species Inventory database information with new information and associated metadata that will expand the usefulness of the database to the scientific community.
- Use of a data management system that is easily accessible, searchable, growable and upgradable.
- Integration of newly discovered species, voucher specimen information, photos, DNA sequences, and other important species information that documents occurrence of species in the Indian River Lagoon.

TASK IDENTIFICATION:

- Task 1: Initial Project Executive Summary Sheet
- Task 2: Inventory Data base  
Procure the use of a data management system and begin updating the species inventory with new species data, DNA sequences ("DNA fingerprinting"), and other important species information from multiple IRLNEP scientific partner sources. This will be a continually updated database as new information is gathered and reported throughout the duration of this contract.
- Task 3: Website Development and Communications  
Design, produce, and maintain a user-friendly website that displays all the information from the IRL species diversity database produced in Task 2 above.
- Task 4: Reporting/Quarterly Reports  
Respondent(s) will prepare and submit Quarterly Reports that include the Council's Quarterly Report Summary Cover Page.
- Task 5: Final Report  
Once the database has been reorganized and updated and the website is available to the public, a final report with Council's Final Report Executive Summary Cover Page will be submitted.

DELIVERABLES:

- Initial Project Executive Summary Sheet. The Respondent(s) shall submit Council's Initial Project Executive Summary Sheet.
- A website that includes an updated taxonomically classified species diversity inventory database of the IRL that includes links to photos, tissue samples, voucher records, DNA sequences, and other relevant information. This information shall continue to be updated throughout the contract.
- Quarterly Progress Reports. The Respondent(s) shall submit quarterly progress reports that include Council's Quarterly Report Summary Cover Page starting the first quarter following contract execution.

- Project Final Report. A final project report at the project completion shall be submitted that includes Council's Final Report Executive Summary Cover Page, all raw data, metadata, and analyses. Format for data and metadata submission will be determined by contract.

**BUDGET:**

The budget shall total \$25,000 annually unless adjusted by mutual agreement by the parties to the contract. Invoices for work shall be submitted monthly after approval of deliverables, and invoices shall include a justification for claims against funds set aside for contingencies.

**END OF SCOPE OF SERVICES**

**EXHIBIT "B"**

**RESPONDENT INFORMATION  
PAGE RFQ # 2019-003**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
County State

Zip Code

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Site (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Respondent.

**EXHIBIT "C"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more Qualifications 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 "D"**  
**REFERENCES**

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

**#1 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Completed on time: Yes\_\_ No\_\_ (explain:\_\_\_\_\_).

Completed within budget: Yes\_\_ No\_\_ (explain:\_\_\_\_\_).

**#2 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Completed on time: Yes\_\_ No\_\_ (explain:\_\_\_\_\_).

Completed within budget: Yes\_\_ No\_\_ (explain:\_\_\_\_\_)

**#3 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Completed on time: Yes\_\_ No\_\_ (explain:\_\_\_\_\_).

Completed within budget: Yes\_\_ No\_\_ (explain:\_\_\_\_\_).