



REQUEST FOR QUALIFICATIONS

COMPREHENSIVE DISASTER RECOVERY SERVICES AND FINANCIAL AND GRANT MANAGEMENT SUPPORT

Mexico Beach must receive the statement of qualifications electronically at mell@mexicobeachgov.com no later than **4:00pm, Monday, October 22nd, 2018** or the request for quote may be considered non-responsive.

It is the sole responsibility of the bidder to ensure that their statement of qualifications is received on time. Mexico Beach will not assume responsibility for any delay in the submittal of this form.

SCOPE OF WORK

Following the devastating Hurricane Michael, Mexico Beach is seeking statements of qualification to acquire comprehensive disaster recovery management services, including FEMA Public Assistance, Engineering and Architect Assessment, Individual Assistance Advisory Services, Federal /State policy advisory services, HUD CDBG-DR Support, FEMA 404 and 406 Hazard Mitigation Expertise, Financial and Grant Management Support, Public Information Officer Support, and Data Management. This is an emergency procurement and the resulting contract is intended to remain in place for 30-90 days until a more standard procurement for a long-term contract can be completed.

REQUIREMENTS

The successful bidder is required to provide the following services:

I. FEMA Public Assistance Advisory / Engineering Services

Specific tasks include:

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with the state and FEMA to address eligibility and process issues, at the request of the client
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Stafford Act, Post Katrina Emergency Management Reform Act, and the Sandy Recovery Improvement Act.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed by the jurisdiction.

5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
6. Support in completing an assessment of damage to public infrastructure components, transportation systems, and facilities.
7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
8. Review for clarity and completeness, as well as consistency and accuracy, all data and supporting documentation.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD’s”) and a project’s Scope of Work (“SOW”).
10. Assist in the development of hazard mitigation proposals under Section 406 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.
13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
14. Prepare first and second appeals, as requested.
15. Providing infrastructure assessments, costs estimating, and code and standards applications
16. Providing coastal engineering and design plans incorporating mitigation
17. Coordinating with the US Army Corps of Engineers (USACE)

II. HUD Community Development Block Group Disaster Recovery (CDBG-DR) Support Services

Specific tasks include:

1. Provide extensive knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
2. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery
3. Have extensive knowledge of Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities including contractor, subcontractor, and sub-recipient oversight and monitoring.
4. Have the ability to maintain project files with supporting documentation for all CDBG-DR funded activities that meet HUD’s regulatory requirements.
5. Have knowledge of HUD’s requirements for infrastructure and public facilities, including FEMA match.
6. Have extensive knowledge of HUD’s requirements for calculating duplication of benefits in compliance with the Stafford Act.

III. FEMA 404 and 406 Hazard Mitigation Expertise

Specific tasks include:

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation programs to reduce or eliminate risk from future events.
2. The consultant will provide experienced hazard mitigation staff to identify and prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

IV. Financial and Grant Management Support

Specific tasks include:

1. Advise on FEMA's rules, practices and procedures and advise on how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Conduct pre-audit activities and prepare documentation for audit.
4. Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services necessary to meet Federal and State regulations.
5. Prepare reports for the State and FEMA, as needed.
6. Provide oversight of contractors' billing to ensure that they invoice properly and are only compensated for work actually performed, and that all costs eligible for the disaster grant funding are documented and claimed.
7. Categorize, record, track and file costs in support of the financial reimbursement process.
8. Track Project Worksheet status and status of payment from the State.
Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

V. Information Technology, Data Management and Reporting Support

Specific tasks include:

- a. Design and develop IT solutions that support the management and implementation of the disaster recovery programs.
- b. Provide experience managing data for disaster recovery programs.
- c. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

VI. Emergency Management Services

1. FEMA Recovery Services
2. Federal Highway Administration (FHWA)
3. Florida Department of Transportation (FDOT)
4. Natural Resources Conservation Service (NRCS)

The contractor will be required to track all of their hours and costs to facilitate reimbursement by FEMA, when applicable. Invoices will include specific descriptions of tasks, tied to specific project worksheets, and the time each individual spent on the task.

The following information shall be tabbed to identify the required information.

1. QUALIFICATIONS OF THE FIRM

- A. Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal Regulations (44 CFR) and FEMA policies (9500 Policy Series).

Firm qualifications must include, at minimum, the following:

1. Experience working with the Public Assistance Grant Program, at the Federal, State or local level, including Project Worksheet development, Project Worksheet audit, documentation review, eligible cost reconciliation, audit checklists, appeal/appeal responses, and closeout.
2. Experience with all categories of work in man-made and natural disasters, with expertise in force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.
3. Experience developing, reconciling, or reviewing large federal grants, including Project Worksheets or federal loans in excess of \$20 million.
4. Demonstrated experience developing and implementing innovative solutions to difficult PA and CDBG-DR problems, and innovative uses of these grant streams.
5. Direct experience with implementation and management of the Public Assistance Alternative Procedures.
6. Prior experience performing A-123 Internal Controls Review and Improper Payment Act reviews of U.S. Department of Homeland Security (DHS) programs.
7. Experience managing the financial functions of a large-scale disaster reconstruction program.
8. Experience implementing a comprehensive financial and grant management system for the FEMA Public Assistance program.
9. Experience in developing projects for the FEMA 404 and 406 Hazard Mitigation Program.
10. Prior experience performing internal controls reviews and improper payment reviews.
11. Experience with interpreting and administering new Sandy Recovery Improvement Act rules and programs and the Disaster Recovery Reform Act H.R. 302.
12. Experience with programmatic disaster closeouts.
13. Direct experience providing professional engineers/architects to provide infrastructure assessments, costs estimating, and code and standards applications.
14. Experience coordinating with federal agencies including but not limited to the USACE

A. PUBLIC INFORMATION OFFICER SUPPORT:

The consultant will provide the City with an experienced Public Information Officer who will coordinate public outreach, engage media, and perform any other external and internal communication needs arising from and related to Hurricane Michael. The PIO will report directly to the City Administrator. Knowledge of Mexico Beach and Bay County is highly desirable.

Specific tasks include:

Respond to media inquiries and requests

Serve as a media spokesperson

Produce and distribute press releases to local, regional, state and national media outlets

Develop and execute public information campaigns to generate awareness about recovery efforts

Organize special activities, such as press conferences and media briefings

Provide logistics support for city staff

Prepare all media and social media statements

Provide media training for elected officials and City staff

Staff a liaison in the Bay County Emergency Operations Center (EOC)

Coordinate internal communications and briefings with city staff

Coordinate regularly scheduled communications and briefings between city staff, intergovernmental agencies, and elected officials

B. STAFF QUALIFICATIONS

Please provide Bio's for all key staff members. the City has the right to request resumes if needed.

C. PAST PERFORMANCE REFERENCES

Provide a minimum of three references for which the firm has performed services in the past that are similar to the requirements in the Scope of Services.

REFERENCES

- 1. Company Name _____
Contact _____
Title _____
Phone _____

- 2. Company Name _____
Contact _____
Title _____
Phone _____

- 3. Company Name _____
Contact _____
Title _____
Phone _____

D. TECHNICAL APPROACH

Provide a description of your firm's approach to the project, to include start-up procedures, process to analyze Project Worksheets and accompanying documentation, project management and quality control procedures.

E. Compliance with Local, State, and Federal Requirements

Each Proposer must be in compliance with all Local, State, and Federal Requirements and be prepared to implement programs that comply with these requirements. Federal Requirements are listed in Attachment

A. These requirements must be included in all contractor and subcontractor agreements where CDBG-DR funding may potentially be used.

SELECTION CRITERIA:

The following weighted criteria will be utilized to select the consultant awarded this contract:

Qualifications of the Firm	35
Relevant Past Performance	25
Qualifications of Staff	25
Technical Approach	15
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TOTAL	100

THIS IS NOT AN ORDER. THIS IS A REQUEST FOR QUALIFICATIONS WHICH DOES NOT OBLIGATE THE CITY OF MEXICO BEACH TO PLACE AN ORDER. THE TOP RANKED PROPOSER WILL BE CONTACTED BY THE CITY. THE CITY AND TOP RANKED PROPOSER WILL THEN NEGOTIATE RATES AND WRITTEN CONTRACT TERMS, WHICH WILL BE FOLLOWED BY A WRITTEN NOTICE TO PROCEED. IF THE CITY AND TOP RANKED PROPOSED ARE UNABLE TO AGREE TO TERMS, THE CITY WILL COMMENCE NEGOTIATIONS WITH THE NEXT HIGHEST RANKED PROPOSER.

**FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR
COMPREHENSIVE DISASTER RECOVERY SERVICES
AND FINANCIAL AND GRANT MANAGEMENT SUPPORT**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract, as well as any other available funding from the federal government or the State of Florida. The awarded contractor will comply with all applicable state and federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Federal requirements include, but are not limited to the following. In the event that the parties confirm that certain requirements do not apply to certain tasks, the parties will stipulate to that in the contract or task order.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice,

City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by the awarded bidder and City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of

Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ANTI-COLLUSION CLAUSE

Contractor certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Mexico Beach employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____ NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

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 employees 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 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name:

Title:

Date:
