

Taylor County School District, Florida
RFP 23/24-01
FEMA Consultant

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| <p align="center">District School Board of Taylor County Purchasing Department 318 North Clark Street Perry, Florida 32347</p> | <p align="center">Request for Proposal</p> |
| <p>Issue Date: November 8, 2023 RFP Title: FEMA Consultant</p> | <p>Scope of the Work - The scope of the work consists of Providing Consulting Services for Disaster Recovery and FEMA Public Assistance as per specifications, terms and conditions.</p> |
| <p>Award Date: December 5, 2023 Due No later than: 11/27/2023 at 12:00 Noon RFP Award Meeting Time: 2:15 P.M.</p> | <p><u>NOTE:</u> ALL RFP'S RECEIVED AFTER THE NOTED DATE AND TIME WILL NOT BE CONSIDERED.</p> |
| <p>Purchasing Contact: ASHLEY VALENTINE</p> | <p>Contact Telephone: (850) 838-2503</p> |
| <p>Company Name: _____ _____</p> <p>Mailing Address: _____ _____</p> <p>City/State/Zip: _____</p> <p>F.E.I.N. (S.S.N., If Applicable): _____</p> <p>Telephone Number: _____</p> <p>Fax Number : _____</p> | <p>I certify that this RFP is made without prior understanding, agreement, or connection with any other companies submitting a RFP for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. All terms and conditions have been carefully read and understood, and by signing, I agree to perform without condition or reservation in accordance with the specifications, performance schedule and other terms and conditions of the RFP and that I am authorized to sign this RFP for the company.</p> <p>Authorized Signature _____ Date _____</p> <hr/> <p>Typed/Printed Name _____ Title _____</p> |
| <p><input type="checkbox"/> No RFP (Explanation)</p> | |
| <p>The District School Board of Taylor County, Florida solicits your company to submit a RFP on the above referenced goods or services. All terms, specifications and conditions set forth on the attached pages are a part of this invitation to RFP and are incorporated by this reference into your response to this invitation. No RFP will be accepted unless all conditions have been met. In the event of a conflict between the General Terms and Conditions and any special terms and conditions attached hereto, the Special Terms and Conditions shall take precedence. All RFP's must have an authorized signature in the space provided above and be received in the School District's Purchasing Office at 318 North Clark Street, Perry, Florida 32347 by the RFP opening, time and date. All sealed RFP's must reference the RFP title, and award time and date. No RFP may be withdrawn after opening for a period of forty-five (45) days unless otherwise specified.</p> | |

General Purchasing Terms

1. Terms of Payment: Normal Terms of Payment shall be "Net 30 Days" from receipt of goods and vendors invoice. Alternative Terms of payment may be considered when in the best interest of the school district.
2. Invoicing: Itemized Invoice bearing the purchase order number must be mailed on the day of shipment. If the school district is responsible for transportation costs, a bill of lading or express receipt must be attached to your invoice. Show our purchase order number immediately following our name.
3. Packing and Shipping: An itemized list of contents must be placed in each package bearing the purchase order number. No charges will be allowed by buyer for cartage/packing unless agreed upon beforehand in writing. All expenses incurred by seller's failure to furnish necessary shipping documents shall be charged to the seller.
4. Laws and Regulations: Seller shall comply with all applicable Federal, State, and local laws, statutes, and ordinances including, but in no way limited to rules, regulations and Standards of Occupational Safety and Health Act of 1970, and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts.
Sellers agrees, in connection with performance of this order not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, or national origin.
5. Public Entity Crimes: Paragraph (2)(a) of Section 287.133, Florida Statutes - A person or affiliate who has been placed on the convicted Seller list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Seller, supplier, sub-Seller, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Seller list. The Seller certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. Patents: Seller agrees to indemnify and save harmless the buyer, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason if the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.
7. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All sellers must disclose the name of any director or agent who is an employee of the School District.
8. Insurance and Indemnification: Seller agrees to indemnify and save harmless the buyer, its officers, agents and employees from and against any and all claims and liabilities including expenses for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the seller, its agents, employees or representatives, or arising from any seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the buyer. Seller shall carry comprehensive general liability insurance including contractual and product liability coverage, with minimum limits acceptable to the buyer. Seller shall, at the request of the buyer, supply certificates evidencing such coverage.
9. Risks of Loss: Seller assumes the following risks: (a) All risks or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) All risks of loss or damage to third persons and their property until the delivery of all the goods as herein provided; (c) All risks of loss or damage to any property received

by seller from or held by seller or its supplier for the account of buyer, until such property has been delivered to buyer; (d) All risks of loss or damage to any of the goods or part thereof rejected by buyer, from the time of shipment thereof to seller until redelivery thereof to buyer.

10. Inspection and Testing: Buyer shall have the right to expedite, inspect and test any of the goods or work covered by a subsequent purchase order prior to shipment. All goods are also subject to buyer's inspection and approval upon arrival. If rejected, they will be held for disposal at seller's risk. Such inspection or the waiver thereof however, shall not relieve the seller from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the buyer may have because of the use of defective or unsatisfactory goods or work.
11. Termination for Default: Buyer may terminate all or any part of a subsequent purchase order by giving notice of default to seller, if seller (a) refuses or fails to deliver goods within the time specified; (b) fails to comply with any of this order or so fails to make progress as to endanger performance hereunder, or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy insolvency or the relief of debtors. In the event of a termination for default, buyer's liability shall be limited to the payment for goods delivered and accepted by buyer under any subsequent purchase order.
12. Termination for Convenience: Buyer may terminate any subsequent purchase order at any time for its convenience, in whole or in part, in which event, buyer's sole obligation shall be to reimburse seller for (a) those goods actually shipped and accepted by buyer up to the date of termination and (b) costs incurred by seller for unfinished goods, which are specifically manufactured by buyer and which are not standard products or the seller, as of the date of termination, plus a reasonable profit thereon. In no event shall buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.
13. Stop Work Order: Buyer may at any time by written notice to the seller stop all or any part of the work called for by a subsequent purchase order. Upon receipt of such notice, the seller shall take all reasonable steps to minimize the incurrence of costs during such work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of this order.
14. Assignment and Subcontracting: Seller shall not assign or subcontract any portion of a subsequent purchase order without the prior written approval of the buyer.
15. Warranty: All goods furnished by seller for any service or installation relating thereto pursuant to this RFP shall be warranted to be of the best quality of their intended purposes. In the event of breach, the seller shall take all necessary action, at seller's expense, to correct such breach in the most expeditious manner possible.

General RFP Conditions

1. General: The Terms and Conditions of the RFP Award or any portion thereof, may upon mutual agreement of the parties, be extended for an additional term or for additional quantities. Upon RFP Award and with the mutual consent of the concerned parties, the pricing, terms and conditions of this RFP or proposal for the products or services specified, may be extended to other City or County Government agencies, School Boards, Community and Junior Colleges, or State Universities within the State of Florida.
2. Pricing: Firm Pricing shall include all packaging, handling, shipping charges and delivery to any point within Taylor County to a secure area or inside delivery.
3. Clarification and Interpretation: The School District reserves the right to allow for clarification or questionable entries, and for the proposer to withdraw items with obvious mistakes. Any questions concerning conditions and specifications shall be directed to the designated purchasing personnel. Those interpretations, which may effect the eventual outcome of this RFP, will be furnished in writing to all prospective proposer. No interpretations shall be considered binding unless provided in writing by the School District.
4. RFP Form: All vendors are required to use this RFP Form in reply, signed by a representative authorized to bind the vendor.
5. Preparation Costs: Costs and expenses associated with the preparation and submission of this RFP is solely the responsibility of the vendor.
6. No RFP: To qualify for receipt of future invitations to RFP, the vendor must return this RFP form. If the vendor is unable to RFP at this time, simply indicate "NO RFP" with a brief explanation.
7. Transportation and Title:
 - (A) Title to goods shall pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, vendor retains the sole insurable interest in the goods.
 - (B) Shipping shall be the vendor's responsibility. The vendor shall prepay all freight charges. No collect or C.O.D. shipments will be accepted.
 - (C) No premium carriers shall be used for the School District account without prior consent of the Purchasing Department.
8. Samples and Brand Names:
 - (A) Items referencing a specific brand name and model are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District will expect to receive as a minimum.
 - (B) Exception: "No Substitutions, No Options, No Alternates" will be specified in the specifications when it has been determined that the specified brand name best meets the needs of the School District and only RFPs on the specified brand name will be considered.
 - (C) Vendors offering equivalents or superior products to the brand names stated on the RFP shall proceed as follows:
 - (1) Reference on the RFP your manufacturer, brand name, model and/or part number.
 - (2) Next to the unit price, indicate "Alt" as an alternative price.
 - (3) Where no sample is provided, vendor will enclose with this RFP sufficient manufacturer's specification sheets and pertinent literature to enable the School District to reach a preliminary evaluation.
 - (4) Vendor agrees to submit a sample or to provide its product on trial or demonstration, whichever the School District may deem appropriate.
 - (5) The School District reserves the right to determine the acceptability of any item offered as an equivalent to the specified brand and model number.

- (D) Any samples requested by this RFP or to be provided at the vendor option, should be forwarded under separate cover to the Purchasing Office of the School District. The package or envelope should reference the RFP Number, RFP Title, and RFP Item reference, and clearly be marked "Samples".
- (E) All Samples are to be provided free of charge, including transportation charges to and from the destination designated by the School District when applicable.

9. RFP Evaluation:

- (A) Primary factors that will decide the award of this RFP will be price, quality, availability, and responsiveness.
- (B) Other factors that may be used in the consideration and evaluation of this RFP shall be:
 - (1) The administrative costs incurred by the School District in association with the discharge of this contract.
 - (2) The alternative terms of payments, where discounts are offered as incentives for early payment.
- (C) The School District reserves the right to evaluate by lot, by partial lot, or by item.
- (D) The School District reserves the right to accept or reject this RFP in its entirety or in part and to waive minor irregularities if the RFP is otherwise valid.
- (E) In the event of a price extension error, the unit price shall be accepted as correct.

10. Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters; and Drug Free Workplace Requirements.

Certification form provided in this bid invitation package must be signed and presented with your bid.

11. Performance: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required by this RFP. However, upon award of RFP and subsequent default by successful proposer, the School District reserves the right to pursue any or all of the following remedies:

- (A) To accept the next lowest available RFP price or to purchase items on the open market, and to charge the original proposer the difference in cost via a deduction to any outstanding or future obligations.
- (B) The proposer in default shall be removed from the School District RFP lists.
- (C) Any other remedies available to the School District in tort or law.

12. RFP Tabulations, Recommendations, and Protest: RFP openings are open to the public. Recommendations are considered by the School Board at the next scheduled Board meeting. Failure to file protest within the time prescribed by Florida Statutes shall constitute a waiver of proceedings.

13. Jessica Lunsford Act

Seven (7) days after RFP award, any non-instructional school District personnel or contractual personnel who are permitted access on school grounds when students may be present, as well as those who have access to or control school funds must pass a level 2 screening (fingerprinting and FBI background check) and have a State of Florida uniform photo identification badge displayed. "Contractual personnel" has been defined as any Seller, individual or entity under contract with the school board. (Jessica Lunsford Act, 1012.465. F.S.) To comply with state law, all personnel who are contracted to work on school grounds where students may be present, must have obtained the State of Florida uniform photo identification badge and have it displayed prior to coming to or working at all school sites. To obtain The School Board of Taylor County, Florida Level 2 Security Badge, you may contact our Human Resources Department at 850-838-2500 for an appointment. A current State of Florida uniform photo identification badge (implemented July 1, 2013) with another school District is also acceptable. Any "disqualifying offense" by an individual assigned to work at a District location must be immediately reported by this individual and, if known, the Seller's officer.

Exhibit A. Bid Submission Form

Please complete and initial each entry below.

_____ Exhibit A. This Bid Submission Form

_____ Exhibit B. Pricing & Other Submissions

_____ Exhibit C. Signed Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

_____ Technical Approach

_____ Qualifications and Experience

By signing this **Form** you are acknowledging that you have read the above referenced Solicitation in full as well as any specifications and agree to all Terms and Conditions.

Company _____

Authorized Representative (signature) _____

Authorized Representative (printed) _____

Date _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

Exhibit B, Price and Other

| Seller shall complete ALL yellow-shaded blocks below or enter "n/a" (if not applicable). | | | | | |
|---|--|--------------|---------------------|---------------------------|--|
| Specifications | | | | | |
| | Specifications | | Yes or No? | Short Explanation, if any | Long Explanation, Attachment #, if any |
| 1 | Can the Consultant provide all of the District's requirements in Exhibit C, Scope of Work? If not, explain. | | | | |
| 2 | Does the Consultant have personnel with needed qualifications, and experience to successfully meet/exceed the District's needs? | | | | |
| 3 | Does the Consultant's approach align with the District's needs? | | | | |
| 4 | Does the staff have the needed and type of qualifications and experience to successfully meet/exceed the District's needs? | | | | |
| 5 | Is the pricing/fee structure competitive, reasonable, and advantageous to the District? | | | | |
| Evaluation Criteria | | | | | |
| | Criteria | Scores | Suggested Weight % | Weighted Scores | Solicitation Exhibit Source |
| 1 | Having personnel with needed qualifications, and experience to successfully meet/exceed the District's needs | | 30% | 0.0 | RFP |
| 2 | Consultant's approach aligns with the District's needs | | 25% | 0.0 | RFP & A |
| 3 | Staff has the needed and type of qualifications and experience to successfully meet/exceed the District's needs | | 20% | 0.0 | RFP & A |
| 4 | Customer service/responsiveness based upon references/past performance | | 15% | 0.0 | D |
| 5 | Pricing/fee structure is competitive, reasonable, and advantageous to the District | | 10% | 0.0 | B |
| Total | | | 100% | 0.0 | |
| FEMA Consultant Cost | | | | | |
| | Position Title/Descriptions | Hourly Rate* | Additional Comments | | |
| 1 | Principal-Provides contract administration and oversight. | | | | |
| 2 | Program Manager-Provides team oversight and serves as main grant contact. | | | | |
| 3 | Grant Consultant-Provides grant management services, including but not limited to scoping, formulation and overall guidance. | | | | |
| 4 | Subject Matter Expert-Provides services related to Architectural and Engineering. | | | | |
| 5 | Closeout Specialist-Provides grant closeout services, including audit response. | | | | |
| 6 | Documentation Specialist-Provides assistance in documentation research and review. | | | | |
| 7 | Department Project Manager-Provides assistance post-impact on an as needed basis for specific department Project Management (PM) services. | | | | |
| *The hourly rates listed above are inclusive of all travel, lodging, per diem and miscellaneous charges. | | | | | |

Exhibit C: Scope of Work/Services

Provide assistance to the District in procuring FEMA Public Assistance, based on federal and state requirements. Proposer must provide the broad-based support services designated to help maximize federal funding, expedite the process and retain funds during the closeout process. Services to be performed by the successful vendor shall include but are not limited to the following:

- Ensure the District's disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment.
- Possess the expertise and be able to prepare FEMA Public Assistance emergency and permanent work project estimates including, but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.
- Assist the District's departments with services post-impact to perform damage assessments, inspections and project management services from impact to repair.
- Collaborate with federal, state and local staff, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, and other project submittals to Florida Division of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA)
- Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.
- Identify and address inappropriate insurance reductions and ensure insurance policy compliance with federal and state regulations.
- Develop strategies and maximize formulation of 406 hazard mitigation projects.
- Possess the expertise and assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.
- Possess the expertise and assist the District through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of Parish personnel policies to ensure compliance for eligible cost reimbursement.

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- Challenge, where applicable, FEMA on their previous work, eligibility determination, cost valuations, project formulation and inaccurate statements on the Public Assistance Program including appeal determinations.
- Possess the expertise and assist the District through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.
- Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.
- Possess the expertise and assist the District with identifying other disaster recovery funding opportunities, including additional federal recovery programs.

Period of Agreement-The term of any resulting contract shall be for three (3) years commencing on January 1, 2024, and shall expire on December 31, 2026. The District has the option to request one (1) year renewals until all work has been determined to be completed depending on the severity of recovery needs.

Proposal Elements

Technical

Each Proposer shall submit their experience in working with applicants receiving funds under FEMA's Public Assistance Program and assistance in grant funding audits. Proposer shall include the amount of firm experience performing scope of work/services, including comprehensive explanation of post disaster recovery reviews and unique methods used in the process of successful reimbursements.

Technical approach shall detail the following:

Plans and/or schedule of assessment/ review and implementation of post disaster fund reimbursement.

Proposer shall submit an affirmative statement that the Proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.

Proposer shall include innovative concepts, including any historical experience related to those concepts, that the Proposer desires the District to consider.

Qualifications and Experience

Detailed description of firm's years of experience (minimum requirement of 5 years' experience or multiple disasters) in the obligation and processing of FEMA Public Assistance reimbursements, including reconciling FEMA project closeouts and insurance issues, customer service capabilities, total number of personnel and timeline of customer inquiries and complaints.

Resumes of all key personnel to be assigned to this RFP scope of work/services shall be submitted. Resumes of all subcontractors shall also be submitted.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Awardee Name and Address: _____

2. Bid/Quote Number and/or Project Name: _____

3. Typed Name and Title of Authorized Representative

4. Signature

5. Date