



**Nassau County School Board  
(NCSB)  
Request for Proposal  
RFP # 2018-01**

**Therapeutic / Mental Health Services**

**SUBMIT RFP(S) TO:** NASSAU COUNTY SCHOOL BOARD  
1201 ATLANTIC AVENUE  
FERNANDINA BEACH, FLORIDA 32034,  
ATTN: SUSAN FARMER, BUSINESS SERVICES

SEALED RFP(S) SHALL BE RECEIVED AT THE OFFICE OF BUSINESS SERVICES  
(ABOVE ADDRESS) UNTIL 2:00 PM, September 12, 2017 AND MAY NOT BE  
WITHDRAWN WITHIN 90 DAYS AFTER SUCH DATE AND TIME.

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

<b>ISSUE DATE:</b>	August 15, 2017
<b>INTENT-TO-PROPOSE FORM:</b>	August 22, 2017
<b>DEADLINE FOR QUESTIONS:</b>	<b>August 28, 2017</b>
<b>RETURN VENDOR ACKNOWLEDGEMENT FORM:</b>	September 12, 2017
<b>PROPOSAL DUE DATE:</b>	September 12, 2017
<b>RFP OPENING:</b>	September 12, 2017 at 2:00pm
<b>BOARD APPROVAL OF RFP RESULTS:</b>	<b>September 28, 2017</b>
<b>EFFECTIVE DATE:</b>	October 1, 2017

*Questions concerning the scope of work, response submittal, or process should be directed, in writing only, to the Executive Director of Business Services, Susan Farmer. Questions may be submitted via email to [susan.farmer@nassau.k12.fl.us](mailto:susan.farmer@nassau.k12.fl.us). Please NOTE RFP 2018-01 in the Subject line.*

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Table of Contents**

**Page(s)**

3	INTENT-TO-PROPOSE FORM
4	VENDOR ACKNOWLEDGEMENT
5-13	GENERAL PROVISIONS
14-20	SPECIFIC REQUIREMENTS
21-23	ATTACHMENT A: Cost Proposal
24-28	REQUIRED FORMS

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017



**NASSAU COUNTY SCHOOL BOARD**  
Request for Proposal #2018-01  
Therapeutic / Mental Health Services  
**Intent-To-Propose Form**

.....

VENDOR NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE (TYPED): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**IF SUBMITTING A RFP, PLEASE CHECK LINE(S) BELOW:**

1. We will be submitting an RFP response \_\_\_\_\_

**IF NOT SUBMITTING A RFP, PLEASE CHECK REASON(S) BELOW:**

- |    |   |       |
|----|---|-------|
| 1. | Insufficient time to respond                | _____ |
| 2. | Could not meet professional liability terms | _____ |
| 3. | Other: _____                                | _____ |

- Filing an Intent-To-Propose Form is necessary in order to submit a proposal and is required if you wish to submit specific questions concerning this RFP.

**SUBMIT FORM VIA EMAIL BY August 22, 2017,** to SUSAN FARMER at  
[susan.farmer@nassau.k12.fl.us](mailto:susan.farmer@nassau.k12.fl.us)

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017



**NASSAU COUNTY SCHOOL BOARD**  
Request for Proposal #2018-01  
Therapeutic / Mental Health Services  
**Vendor Acknowledgement Form**

.....

VENDOR NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE (TYPED): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

SEALED RFP: All RFP sheets, requested documents and this form shall be executed and submitted in a sealed envelope. (Do not include more than one RFP per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the RFP opening. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**GENERAL PROVISIONS**

**Proposal Opening:**

Proposals shall be open to the public at NCSB's Business Services Department, on the date, location, and at the time specified on the Proposal form. It is the Vendor Company's (hereinafter referred to as "Company") responsibility to ensure that their Proposal is delivered at the proper due date, time, and place of the Proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by fax, email, or telephone are not acceptable. Any special conditions and specifications attached hereto which vary from the General Provisions shall have precedence.

**Acknowledgement of Amendments:**

Company shall acknowledge receipt of any amendment to this RFP solicitation by email and by returning a copy of the issued amendment with the submittal, or notation on the submitted proposal. The acknowledgment must be received by NCSB's Business Services Department by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

**Disputes:**

Any actual or prospective Company who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to Proposal or contract award recommendation, shall file a Notice of Protest with the Superintendent of Schools within 72 hours of receipt of Proposal solicitation or posting of the Proposal tabulation with recommendations and must file a formal written protest within ten days following the filing of Notice of Protest. Failure to observe such timeliness will constitute a waiver of proceedings and of right to protest- Chapter 120, Florida Statutes.

Proposal results shall be posted in NCSB's meeting room after the intended recommendation is made, tentatively to be announced on or about September 21, 2017. Formal announcement of the recommendation will be posted on NCSB's website in addition to being posting inside NCSB's meeting room 72 hours prior to final award and shall remain posted for a minimum period of 96 hours.

**Conflict of Interest and Code of Ethics:**

The Company, by responding to this request, certifies that to the best of its knowledge or belief a contract between it and the Nassau County School Board for services described herein would not violate any terms of Florida's Code of Ethics for Public Officers and Employees, as set forth in Section 112.311, et seq., Florida Statutes, or any rules promulgated by the Florida Commission on Ethics. Should the Company or Nassau County School Board discover at any time that a contract between them for services described herein violates Florida's Code of Ethics for Public Officers and Employees and/or rules

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

promulgated by the Florida Commission on Ethics, the Contract shall be subject to immediate termination.

**Expenses Incurred in Preparing Proposal:**

NCSB accepts no responsibility for any expense incurred by the Company in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Company.

**Contract Term and Requirements:**

It is NCSB's intent to develop an ongoing contract for the services specified herein, contingent upon the appropriation of funds. The contents of the proposal submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract.

**Extension:**

NCSB reserves the option to extend the period of this contract, or any portion thereof, for additional contract periods. Extension of the contract period shall be by mutual agreement in writing.

**Liability:**

The supplier shall hold and save NCSB, its officers, agents, consultants, and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

**Mandatory Requirements:**

NCSB has established certain mandatory requirements which must be included as part of Proposal. The use of the terms "shall", "must", and "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition.

**Confidential Proposal Materials:**

If a response to this RFP includes any information that constitutes a trade secret of the Proposal, such information shall be clearly marked as "CONFIDENTIAL". An entire page or paragraph in which such information appears should not be marked confidential unless the entire page or paragraph consists of such confidential information. Only the confidential portion(s) should be so identified and marked. In addition, if applicable, the Company should submit a separate listing of the confidential Proposal sections with the Proposal. It shall be the responsibility of the Company to defend the confidentiality of its trade secrets through the judicial process. Financial statements and other financial information submitted or obtained by NCSB in connection with this RFP, if applicable, are public records and cannot be made confidential. NCSB shall examine each Proposal to determine which information is properly marked as confidential. Following contract execution, NCSB, in consultation with each proposing Company, shall request a redacted version of the Company's Proposal, which shall be available for public access.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Hiring and Other Business Relationships with NCSB Staff:**

During the period from the RFP issuance until the signing of the Contract, Companies are prohibited from officially or unofficially making any employment offer or proposing any business arrangement whatsoever to any NCSB employee. A Company making such an offer or proposition may be disqualified from further consideration, or a Contract signed pursuant to the RFP may be terminated.

**Cone of Silence**

NCSB has established a cone of silence to be applied to all competitive procurement processes, including this RFP. The cone of silence will be imposed beginning with the advertisement for this RFP and/ or release of this RFP and will end upon selection of the selected Company by Nassau County School Board.

The cone of silence prohibits any communications regarding this RFP between a potential Company and NCSB staff, except for communications with NCSB procurement agent or contracting officer responsible for administering this RFP, provided the communication is strictly limited to matters of process or procedure; between a potential Company and a NCSB Board member; and between a potential Company and any member of a technical evaluation committee. Unless specifically provided otherwise, the cone of silence does not apply to communications with NCSB's Legal Affairs Department; oral communications during any presentation; demonstration and/or interview at a publicly noticed technical evaluation committee meeting; oral communications during any duly noticed Board meeting; communications relating to RFP protests made in accordance with the NCSB's RFP Protest Policy. Any communications regarding matters of process or procedure from a potential Company must be submitted to Susan Farmer, Executive Director of Business Services.

**Applicable Laws and Procedures:**

Applicable provisions of all Federal, State, County, and Local laws, and administrative procedures, regulations or rules shall govern the development, submittal and evaluation of all replies received in response hereto and shall govern all claims and disputes which may arise between persons submitting a Proposal hereto and the NCSB. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Company shall not constitute a cognizable defense against their effort.

The validity, interpretation and performance of the RFP shall be governed by and construed under the laws of the State of Florida. Any or all litigation arising under this RFP shall be instituted in the appropriate court in Nassau County, Florida.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Taxes:**

NCSB as purchaser of services is exempt from Federal, State and Local government taxes. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number 85-8015369201C-8, Federal Tax Number is 59-6000756.

**Headings:**

The headings used in the RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions hereof.

**Minor Irregularities:**

NCSB reserves the right to waive any minor irregularity, technicality, or omissions if NCSB determines that doing so shall serve NCSB's best interest.

**Warranties of Vendor:**

Company covenants and warrants as follows:

- It is lawfully organized and constituted under all Federal, State and Local laws, ordinances and other authorities of its domicile and are otherwise in full compliance with all legal requirement of its domicile.
- It is possessed of the legal authority and capacity to enter into and perform the RFP, and the Vendor representative who is executing the RFP is so authorized by the Vendor.
- It has been duly authorized to operate and do business in the State of Florida and all places where it shall be required to conduct business under the RFP; that it has obtained, at no cost to the NCSB, all necessary licenses and permits required in connection with the RFP, and that it shall fully comply with all laws, decrees, labor standards and regulations of its Company and such other location where performance may occur during the term of the RFP.
- It has no present interest and shall not acquire any interest that would conflict in any manner with RFP duties and obligations under the RFP.
- The services rendered shall in all respects conform to, and function in accordance with, the specifications and designs requested in this solicitation.

**Fiscal Non-Appropriations:**

In the event sufficient budgeted funds are not available for a new fiscal period, the Business Services Department shall notify the vendor of such an occurrence and RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to NCSB.

**Access to Records:**

(34 CFR 80.36 (i) (10): All vendors, contracts, and subcontractors shall give access to NCSB, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to



Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

this specific RFP/contract for the purpose of making audit, examination, excerpts and transcriptions.

**Records Retention:**

(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this RFP/contract for three (3) years after NCSB makes final payments and all other pending matters are closed.

**Clean Air Act:**

(34 CFR 80.36(i)(12)): All vendors, contractors and sub contractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 11857 (h)), section 508 of the Clean Water Act (33 U. S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts, and sub grants of amounts in excess of \$100,000.)

**Energy Efficiency:**

(34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat. 871).

**Equal Opportunity Employer:**

(34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by NCSB and their contractors or sub grantees.)

**Copeland "Anti-kickback" Act:**

(34 CFR 80.36(i) (4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U. S. C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and sub grants for construction or repair.)

**Davis-Bacon Act:**

(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by NCSB and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Jessica Lunsford Act:**

If services require representatives from your Company to be on site at any school location when students are present, a Level II fingerprinting will be required and all cost associated with the fingerprinting are the responsibility of the Company who is performing the onsite service. It shall be the vendor's responsibility to contact Ray Poole (904-491-9900) in NCSB's Chief of Legal Services to coordinate what procedures to follow regarding fingerprinting clearance.

**TERMS AND CONDITIONS**

In the best interest of NCSB, NCSB reserves the right to reject any or all proposals, with or without cause, or to accept the proposal which, in its sole judgment best meets the needs of NCSB. NCSB also reserves the right to request clarification of information from any Company. Any ex-parte communications initiated by a Company with any employee of NCSB other than those personnel specifically identified as contacts in this RFP, or communication with any member of NCSB may result in immediate disqualification from the RFP process.

NCSB reserves the right to reject any or all offers and to waive informalities, minor irregularities or other requirements in offers received and/or to accept any portion of the offer if deemed in the best interest of NCSB. Failure of the Company to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Companies must disclose with their proposal the name of any officer, director, or agent who is also an employee of NCSB. Further, all Companies must disclose the name of any NCSB employee who owns, directly, an interest of five (5%) percent or more in the Company's firm or any of its branches/subsidiaries.

Companies, their agents and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.

**Anti-Discrimination:**

The Company must certify that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 111375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Further, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal/RFP or contract to provide goods/services to or may not transact business with a public entity. 287.0122(11)(15)F.S.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Protest Procedure:**

Failure to file a protest as outlined in Section 120.57(3) F.S. shall constitute a waiver of proceedings under Chapter 120, F.S.

**Contract – Document Priority:**

Winning Company shall execute an Agreement for Therapeutic and Mental Health Services with the NCSB that shall include the requirements set forth in the RFP, the Proposal, and modifications to either of these documents subsequently agreed upon during negotiations between the parties. In the event of conflict between any of the following documents, the language of the applicable documents, listed first shall control over the conflicting provisions of any documents listed subsequently.

1. First, the Service Standards Agreement;
2. Second, the Proposal;
3. Third, the Request for Proposal; and
4. Fourth, the Group Plan or Policy Document.

**Venue:**

Venue for any or all legal action regarding or arising out of the transaction covered herein shall be solely in the Circuit Court in and for Nassau County, State of Florida. The laws of the State of Florida shall govern this transaction. The vendor or Company agrees that any or all notices, pleadings and processes may be made by serving two copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing by return mail an additional copy of the same to the vendor or Company at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.

**Addenda:**

If any addenda are issued to this Request for Proposals, a good faith attempt will be made to deliver a copy of each to all prospective Companies who returned acknowledgement forms. However, prior to submitting the proposal it shall be the sole responsibility of each Company to review any addenda to this proposal by logging onto NCSB'S website: <https://www.nassau.k12.fl.us>, click on DEPARTMENTS, and then click on BUSINESS SERVICES, scroll down to BIDS and click on CURRENTLY RELEASED BIDS, RFP #2018-01 Therapeutic / Mental Health Services.

**Active RFP:**

All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP documents. Only the interpretation or corrections so given by NCSB, in writing, shall be binding and prospective Companies are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP documents.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Professional Liability:**

The proposer will provide Liability coverage according to the following requirements:

1. Minimum limits of \$1,000,000 per occurrence.
2. Notice of cancellation and or restrictions: The policy must be endorsed to provide NCSB with thirty (30) days' notice of cancellation and/or restrictions.
3. Certificate of Insurance and Copies of Policies: Certificates of Insurance shall be furnished to the Employer, evidencing the insurance coverage specified, and, on request of the Employer, certified copies of the policies required shall be filed with the Business Services Department of the Employer on a timely basis. The required Certificates of Insurance not only shall list Employer as additional insured, for the operations of the Company under this Contract (excluding the worker's compensation and professional liability policies) and shall name the types of policies provided and shall refer specifically to this contract.
4. If the initial insurance expires prior to the completion of the contract, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
5. The required limits for insurance may be achieved through a combination of primary and umbrella policies.
6. These policies will provide that: the insurer(s) waive their rights of subrogation against the Employer, NCSB, their officials, employees, agents, and consultants.
7. Should any of the above described policies be cancelled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice has been given to the below named certificates holder:

Nassau County School Board  
Attention: Susan C. Farmer  
Executive Director of Business Services  
1201 Atlantic Avenue  
Fernandina Beach, FL 32034

This prior notice provision is a part of each of the above-described policies.

**Indemnification/Hold Harmless Agreement:**

Companies shall, in addition to any other statutory or common law obligation to indemnify NCSB of Nassau County, Florida, indemnify, defend and hold harmless NCSB of Nassau County, Florida, its agents, officers, elected officials, consultants, and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against NCSB of Nassau County, Florida, and/or its agents, officers, elected officials, consultants, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify NCSB of Nassau County, Florida, for any negligence on the part of NCSB of Nassau County, Florida its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with NCSB of Nassau County, Florida.

## **Specific Requirements**

### **Background Information:**

The Exceptional Education Department of the Nassau County School District is currently accepting proposals for therapeutic and mental health services for students in our STARRS program. **STARRS** is an acronym for **S**tudents **T**hat **A**re **R**esponsible, **R**espectful, and **S**uccessful, which is the ultimate mission of our program. Our STARRS program is a school-based day treatment program for students in grades kindergarten through twelfth, which enables our students to receive the support they need to exhibit academic success and social/emotional development. The mission of this program is to advocate for the educational needs and mental health services for students with disabilities, as well as, assist others in understanding and accepting the nature of specific abilities and disabilities. Our goal is to reduce the behavior problems or functional deficits stemming from the existence of a mental health disorder that interferes with the students' personal, familial, educational, and vocational/community adjustment.

### **Scope of Services:**

There is an expectation that our STARRS participants would have a minimum of an individual session each week and a bi-weekly group session with the provider. Also, there is an expectation that the providers are seen as members of the program family, which means they are present on-site and invested in the program on a daily basis in order to build rapport and relationship with the other staff members and students. Lastly, there is an expectation that the STARRS participants are seen as often as possible by the provider to ensure the participant is successful.

### **Expected Deliverables:**

The therapeutic and mental health provider for the STARRS program would be expected to provide the following services to the STARRS program participants:

- Psychological Assessments (formal and informal)
- Individualized Treatment Plans
- Evidence based Manualized Psychotherapy
- Targeted Case Management with Progress Monitoring
- Administrative and Clinical Supervision by Licensed Clinical Personnel
- Crisis Intervention
- Psychological Evaluation & Testing Annually
- Individual and Group Intervention Services
- Prevention Education and Risk Reduction
- Outpatient Therapy (Individual, Group, & Family - on-site, in-home, & in-office)
- On-site Tele-health Psychiatric Services Psychiatric Evaluation
- On-site Medication Management
- Case Management
- HIV & Communicable Disease Education

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

- In-Home Services
- Art Therapy
- Extended School Year Program Summer Camp - 3 week camp Elementary School Participant Camp (Summer programs are therapeutically intensive for our participants and require considerable support from the mental health providers.)
- Middle-High School Participant Camp
- Therapeutic Outings
- Summer Group Series
- Support of the participants through the use of a registered behavior technician, social worker, and medical doctor, as needed
- Aftercare
- Graduation Transition Services
- Residential Placement Assistance through Family Services Planning Team (FSPT)
- IEP meeting participation - Initial, Quarterly (FBAs & BIPs), & Annual
- Weekly Staff Meeting participation
- Weekly Levels Meetings
- Participation in any trainings, meetings, or conferences-as requested

Please note: This is not an exhaustive list of expected deliverables that the Exceptional Education Department with the Nassau County School District would expect of a therapeutic/mental health provider due to the individual and case specific needs which might arise to ensure the success of all of our participants. It is also extremely important to note that any changes in the service delivery model must be in collaboration with the Director of Exceptional Student Education with the Nassau County School District.

**Expected Time Schedule:**

Each team member would be expected to be on-site from 8:30 until 4:30, Monday through Friday, and to follow the Nassau County School Board's calendar and schedules for elementary, middle, and high school. Each provider would be on-site before, during, and after the school day in order to interact with the participants as they maneuver through their daily schedule, which would include interactions and support during the participants' time in the classroom, office areas, cafeteria, playground, media center, and any other location in and around their campus. There needs to be an understanding that the time schedule can and will be adjusted to meet the needs of the participants. There is an expectation that the team members are on-site along with the other staff members assigned to the program, which might mean flexibility in the daily schedule. Also, each team member will need to make themselves available for parent conferences, trainings, and meetings which might not fall within a set daily schedule. Each provider would be expected to schedule a weekly individual session and a bi-weekly group session with our STARRS participants. There is an expectation that the providers have a roster of students assigned to them for the entire school year, so that progress monitoring can be tracked, and most importantly rapport and relationship can

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

be established and maintained for the duration of the school year. All providers must be seen having meaningful contact with the participants and other staff members on a daily basis. Lastly, the therapeutic/mental health provider must be willing to see and engage with a participant as often as necessary to ensure their success.

**Description of Qualifications:**

- Licensed Mental Health Practitioner, preferably with clinical experience
- Registered Behavior Technicians on staff
- Social Work Case Managers on staff
- Medical Doctors to coordinate psychiatric evaluations and medication management on staff

**Cost of Services/reimbursement:**

The Respondent will provide the cost of services for what it will cost to provide the desired services, which are outlined in this RFP. The Respondent will indicate whether this is a flat rate proposal or an hourly rate proposal. If the Respondent is submitting an hourly rate proposal, the Respondent must provide a breakdown by service type. (Please respond on the attached form.) Please note: There is an expectation that the Respondent informs the Nassau County School District if part of their billing structure includes a reduction due to their direct Medicaid billing.

**Description of Requested Response:**

- Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services found under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.)
- Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
- Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.



Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

- Respondents shall ensure that all licenses and certificates remain current throughout the life of any subsequent contract that the Nassau County School District and a Respondent may enter into.
- Respondent shall provide documentation to show general and professional liability insurance for all of its employees at a rate of \$1,000,000.00 per occurrence.
- Provide the names and contact information of at least three references.
- Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:
  - The names of the subcontractors along with the contact person, mailing address, telephone number, and the email addresses for each;
  - A description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and
  - A statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the respondent's response to this RFP.

For additional information or clarification, please e-mail Susan Farmer, Executive Director of Business Services, [susan.farmer@nassau.k12.fl.us](mailto:susan.farmer@nassau.k12.fl.us),

**Submission of Proposals:**

Proposals will be received until **2:00pm EST on September 12, 2017** at:  
NASSAU COUNTY SCHOOL BOARD FINANCE OFFICE  
1201 ATLANTIC AVENUE  
FERNANDINA BEACH, FLORIDA 32034,  
ATTN: SUSAN FARMER, BUSINESS SERVICES

**Any proposal received after the deadline will not be accepted.** All proposals must be sealed and clearly marked with the name of the submitting firm & RFP #2018-01 Therapeutic / Mental Health Services. Submission shall include: one (1) unbound copy marked "Original" and three (3) additional copies. Proposals will be opened and only the names of submitting firms will be read at 2:00pm on the aforementioned date.

**Points of Contact:**

NCSB shall not hold a pre-submission vendor conference in association with this Proposal. The Executive Director is the sole points of contact with regards to all procurement matters relating to this RFP, from the date of issuance of the proposal until the Board's Notice of Award. All communication concerning this procurement whether technical, procedural or otherwise shall be addressed in writing via e-mail to:

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

Susan Farmer, Executive Director of Business Services at  
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**Timeline for Questions and Responses:**

All questions on the proposal are to be submitted, in writing, via e-mail. All questions must be received by August 28, 2017 at 4pm EST. The subject box should contain the comment "RFP 2018-01 Therapeutic / Mental Health Services". An acknowledgement of receipt will be returned to you within 24 hours. Companies must observe the time schedule for submitting questions. This time line shall ensure that NCSB has adequate time to respond to all questions and the responses shall be provided to Companies in time to be incorporated into their respective proposals. All questions will be answered in addendum format and posted on NCSB's website by August 31, 2017 at 4pm EST. To review an Addendum to this proposal go to <https://www.nassau.k12.fl.us>, click on Departments, then click on Business Services, then click on BIDS, then CURRENTLY RELEASED BIDS, and then look for the Therapeutic / Mental Health Services RFP.

Any individual or entity, including prospective providers that fail to timely notify the Executive Director of such request assumes complete responsibility in the event they do not receive communication from the Executive Director of Business Services prior to the applicable closing date. This process shall constitute the only official means by which additional information regarding this Proposal shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any Proposal and shall not be considered in NCSB's evaluation of Proposals submitted and shall be considered inadmissible in Proposal dispute proceedings. Companies may be disqualified who solicit or receive (even if unsolicited) additional information regarding this proposal by any other means than the process described herein.

**Selection Process:**

Evaluation of the Proposals will be conducted by an RFP review team composed of the Director of Exceptional Student Education, the Director of Elementary Education, and the Executive Director of Business Services. The selection process may involve background checks. The review committee may call the responding companies to clarify information provided in the proposal. The committee will make a recommendation to the Superintendent of Schools who will take the final recommendation to the Nassau County School Board for Approval.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Evaluation and Recommendation:**

The technical evaluation will be based on comparative fulfillment of the criteria of questionnaire responses. The following evaluation criteria have been established to determine which Carrier will best contribute to the overall goals of NCSB:

- Demonstrated ability to provide required services – 20%
- Experience of Vendor/Staff and expertise – 20%
- Stability of Staff – 10%
- Ability to deliver services to student from K-12 grades with identified significant emotional and behavioral disabilities – 30%
- Cost Methodology and Price – 20%

**Additional Information:**

The Respondent shall furnish such additional information as NCSB may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. NCSB reserves the right to make investigations of the qualifications of the Respondent(s) as it deems appropriate.

**Award:**

NCSB anticipates the award will go to the Respondent that submits the proposal judged by NCSB to be the most advantageous. Final approval of the awarded Respondent shall be by the Nassau County School Board members. NCSB shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The Respondent understands that this RFP does not constitute an agreement or a contract with the Respondent. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within NCSB. Contract shall be proposed for the term beginning October 1, 2017, and shall remain in effect until either party terminates the agreement with a 120-day notice to the other party.

**Public Records Request:**

Public records requests shall be answered as promptly as possible in the ordinary course of business but shall not be answered as part of the Question and Answer process described above. Responses to public records requests shall be furnished to the requesting Respondent only.

**Scope of Work:**

Proposer (throughout the RFP, the word "Proposer" shall mean "offering respondent" and if selected, the "contracting respondent") shall provide all labor, materials supervision, travel, facilities, and equipment to provide the therapeutic and mental services sought under this RFP. The School Board reserves the right to add to or otherwise modify the scope of work at any time prior to the final execution of an Agreement. The term "Agreement" refers to the agreement to be entered into between the School Board and the Proposer.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Effective Date and Term:**

Contract will be for term 10/01/2017 – 09/30/2020. Guarantees beyond one year are encouraged. Please state clearly any such offering.

**Termination and Renewal:**

NCSB shall be given at least a 90-day notice of cancellation of non-renewal of the resulting contract. NCSB desires 150 days but no less than 120 days' notice of non-renewal or of cost increases. A longer notice will be given favorable consideration. These notice requirements should be a part of the contract.

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**ATTACHMENT A: COST PROPOSAL**

COST PROPOSAL SCHEDULE: The Cost Proposal, detailed below, shall indicate the proposed price for services defined the in the Scope of Services for the entire contract period. The Cost proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

RESPONDENT SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESPONDENT LEGAL ENTITY NAME: \_\_\_\_\_

\_\_\_\_\_

**FLAT RATE PROPOSAL AMOUNT:** \_\_\_\_\_

**HOURLY RATE PROPOSAL AMOUNTS:**

Description of Service	Hourly Rate	Anticipated Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**HOURLY RATE PROPOSAL AMOUNTS: (continued)**

[illegible]

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**Disclosure of Intent to file as Medicaid Provider:**

Respondent expects to file for Medicaid reimbursement as an approved Medicaid Provider for those students who are eligible.

\_\_\_\_\_ Yes we will file for approved reimbursable charges.

\_\_\_\_\_ No we will not file for approved reimbursable charges.

## **ATTACHMENT B: REQUIRED DOCUMENTS**

### **THE ATTACHED MANDATED FORMS SHALL BE COMPLETED AND SIGNED:**

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A 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 VENDOR LIST.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE 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 AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

**100%**



Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**CERTIFICATION REGARDING NON-DISCRIMINATING**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

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**AUTHORIZED SIGNATURE OF VENDOR**

**DATE**

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL 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 AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.
2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL 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 CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

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AUTHORIZED SIGNATURE OF VENDOR

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**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110.

**1. THE VENDOR (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:**

**A.** ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

**B.** HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR 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 INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS 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 ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.

**D.** HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

**2. WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.**

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF VENDOR \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Nassau County School Board  
Therapeutic / Mental Health Services  
Effective October 1, 2017

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors 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 shall be taken against employee 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 bid 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 bid, the employee shall abide by the terms of the statement and shall 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 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 the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME\_\_\_\_\_

VENDOR'S SIGNATURE\_\_\_\_\_