

**MEDICATION ASSISTED TREATMENT EDUCATION/TRAINING  
ADDRESSING OPIOID USE DISORDERS IN BREVARD COUNTY**

**REQUESTS FOR PROPOSAL**



**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
HOUSING AND HUMAN SERVICES DEPARTMENT**

Under the authority of the Brevard County Board of County Commissioners and subject to the availability of funds, the Housing and Human Services Department will accept applications from qualified Agencies in response to this Request for Proposal with a receipt date of

**October 10, 2023, at 11:00 AM**

**Applications received after this date/time will not be accepted.**

Ian Golden, Director  
Housing and Human Services Department

## Terms and Conditions

1. Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat., and all other applicable Florida Statutes. If the materials provided by the Agency do not fall under a specific exemption, under Florida or federal law, materials provided by the Agency to the County would have to be provided to anyone making a public records request. It will be the Agency's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Agency maintains are exempt from Public Records Law or are confidential—it shall be the Agency's obligation to provide the County within twenty-four hours (not including weekends and legal holidays), of notification by the County to the Agency of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements Section of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Agency to the County which the Agency maintains are exempt or confidential from such inspection/production as a public record, then the Agency shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Agency in defending such action. The Agency shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant Section to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any six or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

2. All agencies, if awarded funding, must register with, and use the E-Verify System.
3. All agencies, if awarded funding, must certify that they and their subcontractors are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or are engaged in a boycott of Israel. (Section 287.135, Fla. Stat.).
4. All agencies, if awarded funding, must certify that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of One hundred thousand dollars or more must disclose to the County: (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern.
5. Providers of services must be in compliance with all city, county, state, and federal licensing and/or accreditation/certification and regulatory requirements. Additionally, all agencies must provide verification regarding past suspensions/debarments. Without documentation of licenses/accreditation (or a statement as to why licensure is not required) and past explanation of suspensions/debarment, applications will be

considered ineligible and will not be considered for review. These certifications must be submitted with the application, Suspension/Debarment Certification (Attachment I).

6. All agencies must read, sign, and comply with the Sworn Statement of Public Entity Crimes (Attachment F) prior to entering a Contract with Brevard County (the County).
7. The County will not reimburse agencies for any costs associated with the preparation and submittal of any responses to this Request for Proposal.
8. The awards made pursuant to this Request for Proposal are subject to the provisions of Chapter 112, Part 111, Fla. Stat., Conflict of Interest Certification (Attachment B). All agencies must disclose with their responses the name of any officer, director, or agent who is also an employee of the County. Further, all agencies must disclose the name of any County employee who owns, directly or indirectly, any interest of five percent or more in the agency's firm or any of the agency's branches/subsidiaries.
9. Agencies, their agents, and associates shall refrain from discussing or soliciting any County official regarding this Request for Proposal during the selection process. Failure to comply with this provision will result in disqualification of the agency. Only the designated liaisons listed in this response may be contacted.
10. Agencies must not discriminate as to race, sex, color, creed, age, disability, or national origin in the operations conducted under this engagement.
11. Due care and diligence have been exercised in the preparation of this Request for Proposal. The responsibility for determining the full extent of the services required rests solely with those making responses. Neither the County nor its representatives shall be responsible for exercising the professional judgment required in determining the final scope of services which may be required.
12. Each agency is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, State of Florida, and applicable local ordinances. Failure or inability on the part of the agency to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any agency from its obligation to honor its response and to perform completely in accordance with its response.
13. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, request clarification of information from agency, reject any and all responses in whole or in part, with or without cause, and accept any response, if any, which in the County's judgment, will be in the County's best interest.
14. Any interpretation, clarification, correction, or change to the Request for Proposal will be made by written addendum issued by the Brevard County Housing and Human Services Department. Any oral or other type of communication concerning the Request for Proposal shall not be binding.

15. Any proposals submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of Proposals. Withdrawal of any Proposal will not prejudice the right of the agency to submit a new or amended Proposal as long as Brevard County Housing and Human Services receives the Proposal by the deadline as provided herein.
16. For good and sufficient reason, the County may extend the response deadline. Should an extension occur, all parties are responsible to obtain and acknowledge receipt of addendum. The addendum will set forth a new date and time for the response deadline. The addendum will be posted on the Brevard County Housing and Human Service's website <https://www.brevardfl.gov/HousingAndHumanServices/Announcements>. Agencies are responsible for ensuring they have received all addenda.
17. All agencies must read, sign, and comply with the Request for Proposal Acknowledgement Certification and Suspension/Debarment Certification (Attachments H and I).
18. Agencies must demonstrate the ability to generate and/or acquire funding needed to carry out the proposed activity in its entirety.
19. Agencies must not utilize requested funding to supplement other funds.
20. The Together in Partnership Recommendations sub-committee reserves the right to make funding recommendations at or below the amount requested by the agency.
21. All awards are contingent upon funding availability from the Board of County Commissioners.
22. The successful agency shall be required to submit copies of all current Licenses/Certifications required to provide the services outlined in this Request for Proposal.
23. The successful agency shall be required to enter into a contract that will be provided by the County that incorporates the requirements of this Request for Proposal.
24. **INDEMNIFICATION AND INSURANCE.** The successful agency shall hold harmless, indemnify, and defend the County, its Commissioners, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature- arising out of or incidental to agency services under this contract. Consideration for this indemnification provision will be included in the agency's hourly rate.
25. Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the

extent of the protections of and limitations on damages as set forth in Section 768.28, Fla. Stat.

26. Agencies awarded funding to provide services under this contract will be required to procure and maintain, at their own expense and without cost to the County, the types of insurances listed below (see a-g below) as applicable. The policy limits required are to be considered minimum amounts. Agencies, prior to the signing of a contract and before starting any work on this project, shall be required to submit any applicable Certificate of Insurance for Contracted Services as follows:
- a. **Worker's Compensation** – the insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.
  - b. **Comprehensive General Liability** – in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, broad form property damage, and bodily personal injury, ensuring the Agency and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Agency's obligations under the Rehabilitation Construction Agreement.
  - c. **Liability Insurance** - in an amount not less than One Million Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars for damages on account of all accidents. Policies shall name the Brevard County Board of County Commissioners as an additional insured, only in respect to liability arising out of operations on behalf of the Brevard County Housing and Human Services Department.
  - d. **Auto Liability Insurance** - which includes coverage for all owned, non-owned, and rented vehicles with a One Million Dollars combined single limit for each occurrence, if applicable.
  - e. In the event that the contract involves direct services to children, Sexual Abuse and Molestation Insurance in an amount not less than One Million Dollars per claim, to cover its liabilities arising from activities performed under this contract must be in place and listed on the certificate of insurance.
  - f. **Professional Liability Insurance** - If the contract involves professional or consulting services, in addition to the insurance requirements, the agency shall also be protected by a Professional Liability Insurance Policy in the amount of One Million Dollars per claim. Policy in the amount of One Million Dollars per claim and Three Million Dollars in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this

Contract. If such policy is written on a “claims made” (rather than “occurrence”) basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- g. The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers’ Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

Agency shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the Agency’s execution of this Contract. No work shall begin under this Contract Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

**PURSUANT TO SECTIONS 558.002 AND 558.0035, FLA. STAT., A DESIGN PROFESSIONAL WHO IS AN EMPLOYEE OR AN AGENT OF AGENCY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED ABOVE AND THE DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.**

*The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the agency under the terms of the contract.*

*All organizations applying for funding shall provide proof of all required insurance necessary for carrying out the proposed activity per Terms and Conditions #25 (for example, general liability, comprehensive liability, etc.)*

### **Introduction/Purpose**

The purpose of the Request for Proposal is to provide Medicated Assisted Treatment Education/Training reimbursement to agencies or professional individuals who incur the of up-front cost of training/education within their organization/practice.

Funding for this Request for Proposal will be provided through Brevard County's Opioid Misuse Abatement Fund.

Agencies or individual providers shall review the attached Brevard County Opioid Misuse Abatement Plan for specific requirements regarding this RFP.

### **Contract Period/Budget**

It is the County's intent to select the Agency(s) that provides the best solution for the County's needs. The County anticipates the reimbursement for MAT Education/Training will be for the approved training/course outlined by the agency/individual provider indicates in the RFP. The education/training cannot exceed a period of one year from the time of contract execution with the anticipated start date no earlier than January 1, 2024.

The County reserves the right to amend this RFP, reject any or all the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Agency, and to award negotiated contracts to one or more Agencies.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any agency.

### **Proposal Submittal:**

Please submit one hardcopy original along with one electronic copy on USB flash drive, no later than Tuesday, October 10, 2023, at 11:00 a.m. Paper copies must be provided, and should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows and returned to:

**Medication Assisted Treatment Training/Education Addressing  
Opioid Use Disorders in Brevard County  
Housing and Human Services  
Brevard County Government Center  
2725 Judge Fran Jamieson Way, 1st Floor, Building B Suite106  
Viera, FL 32940**

All proposals received on or before the due date and time will be opened on Tuesday, October 10, 2023, at 11:00 a.m., at which time, the names of the agencies submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty days after the opening of the proposals, whichever occurs first, in accordance with Section 119.071(1), Fla. Stat.

\*Note: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Housing and Human Services on the first floor at the above address. Agencies are advised that U.S. Postal Service first Class and Express mail is delivered to a P.O. Box and is not delivered to the Housing and Human Services Office. Delivery via the USPS is at the Agency's risk. To be considered, a proposal must be accepted in Housing and Human Services no later than the RFP closing date and time. If the proposal is delivered anywhere else, it may not reach Housing and Human Services in time.

### **Information or Clarification**

For information concerning procedures for responding to this proposal, contact Stephanie Reynolds at [Stephanie.Reynolds@BrevardFL.gov](mailto:Stephanie.Reynolds@BrevardFL.gov).

Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Housing and Human Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency, or error therein, will be made by any agency orally. Every request for such interpretation must be in writing addressed to Housing and Human Services at 2725 Judge Fran Jamieson Way, Bldg. B, Suite 106, Viera, Florida, 32940, or emailed to the attention of Stephanie Reynolds at [Stephanie.Reynolds@BrevardFL.gov](mailto:Stephanie.Reynolds@BrevardFL.gov).

To be given consideration, such requests must be received in writing, no later than Wednesday, September 27, 2023, at 5:00 pm. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the department liaison listed above in writing shall be binding. Any request for additional information should be referred to the Brevard County Housing and Human Services Department.

Any addenda will be transmitted by written addendum through Housing and Human Services and posted to <https://www.brevardfl.gov/HousingAndHumanServices/Announcements>. The County will not notify Agencies of addenda. It is the sole responsibility of the Agency to check the website prior to submitting a proposal to verify receipt of all documents to include written addendum.

### **Cone of Silence**

Descriptive term for the prohibition in solicitations instructing agencies that once a need is advertised, the agency is only permitted to communicate with the County's representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The agencies are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, members of the Together in Partnership Board Members, Sub-Committee Members, or agents regarding the pending solicitation until after the notice of award is posted. The Cone of Silence does not apply to the



County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Technical Assistance Workshop or Public Meeting.

### **Pre-Proposal Meeting Date and Time**

**A non-mandatory Pre-Proposal Meeting is scheduled for Friday, September 22, 2023, at 10:00 a.m. at the Brevard County Government Center, Florida Room, Building C, Third Floor, 2725 Judge Fran Jamieson Way Viera, Florida 32940. Applicants are encouraged to attend the Pre-Proposal Meeting in its entirety. The meeting will consist of a presentation outlining the program and application requirements as well as a question-and-answer session.**

### **Protest Process**

Any agency who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Director of Housing and Human Services within five business days of the posted award recommendation. Please contact Ian Golden, Director of Housing and Human Services for more information on the protest process or any grievances.

### **Designated Liaison**

If you have any questions or require assistance concerning this proposal advertisement, contact Stephanie Reynolds at [Stephanie.Reynolds@BrevardFL.gov](mailto:Stephanie.Reynolds@BrevardFL.gov).

### **Proposal Timeline**

The following anticipated schedule for completion of the RFP process and implementation has been established.

- Advertisement Date: September 18, 2023
- Pre-Proposal Meeting: September 22, 2023 @ 10:00 a.m.
- Deadline for Questions: September 27, 2023 @ 5:00 p.m.
- Proposal Due Date: October 10, 2023 @ 11:00 a.m.
- Recommendation Committee Meeting: To Be Determined.
- Board Recommendation: November 14, 2023

**Scope of Work**  
**Medication Assisted Treatment Education/Training**  
**Addressing Opioid Use Disorders in Brevard County**

The purpose of the Request for Proposal is to provide MAT Education/Training reimbursement to agencies or professional individuals who incur the of up-front cost of training/education within their organization/practice.

Individual providers or agencies located within and serving Brevard County may apply for training/education reimbursement. The training must be related to Medication Assisted Treatment and the training must be in the field or concentration area of the person requesting reimbursement.

Reimbursement requests can be offered at milestones within the training (for example twenty-five percent benchmarks for courses that require any length of time over thirty days.) The courses must be completed within this twelve-month contract period, and all reimbursement requests must be submitted within twenty days from the final day of the contract period.

MAT providers and individual healthcare or psychiatric professionals may utilize this funding to obtain individual certifications which enhance both the employee's ability and the providers ability to offer Brevard County additional enhanced services related to MAT.

Training reimbursements would be offered for health care providers, psychiatric service providers, supporting professionals within an organization or practice such as: peer recovery coaches or recovery outreach specialists, and even tele-mentoring to assist community-based providers. Training and support for behavior health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions.

Training/Education examples include but are not limited to: Web based training curricula, classroom- based training, conferences, webinars, and online certifications.

Reimbursable expenses include the following: instructor fees, textbooks, manuals, customized skills based online training, travel expenses for both the student and the instructor per County Policy BCC-29. The agency will determine an approved per-trainee reimbursement rate based upon the industry, wage, location, and reimbursable expense amounts. The actual reimbursement to the agency is calculated based on the number of training requests for each applicant listed.

The agency/individual requesting reimbursement must submit a Summary of the Training for each training course requested. Training can be conducted at the agency facility, at the training providers facility (within fifty miles) or a combination.

Training should include specific objections (what is to be accomplished through the training).

## Proposal Format Requirements

**The following items is the proposal format requirements that shall be submitted in completeness. Please use this as the application checklist. This will ensure all parts of the proposal is submitted as required.**

Applicants must submit: one original printed and signed proposal along with an electronic on a USB flash drive. There is a minimum twelve point in font, single-spaced, two-sided, have one-inch margins, three-hole punched on the left side, with numbered tab dividers for each part, attachments, and appendices. All pages must be numbered, and tab dividers must be legible and be included in a table of contents at the beginning of the Request for Proposal. Submitted proposals and supporting documents must be bound using single binder clips three fourths inch or larger per copy. Proposals shall not include undersized clips, staples, rubber bands or ring binders. The original proposal copy shall be provided on a flash drive in a labeled and secured envelope or sleeve.

### **Tab One. Agency/Individual Provider Information:**

1. Agency's/Individual Provider Basic Information
  - Agency's/Individual Provider's Legal Name
  - Address
  - Web Address
  - Main Phone Number
  - Fax Number (If Applicable)
2. How many individuals seeking reimbursement for MAT training/education?
3. Names, Current License in which makes them eligible to attend MAT education/training under applicable Federal, State, and local laws, rules, and regulations. Please provide a copy of current license(s).
  - (For Example: If an individual is a licensed therapist and is seeking to become certified to provide therapy for MAT then their Florida License must be provided).

### **Tab Two. Timeline and Coursework (Twenty Possible Points):**

1. Please provide the coursework/training/education requirements for the selected program to become certified to provide MAT services in the discipline in which you will be seeking reimbursement.
2. The agency/individual requesting reimbursement must submit a Summary of the Training for each training course requested.
3. Please provide proposed timeline for the training/education. Increments can be provided on a monthly timeline schedule. (If an agency is submitting for multiple individuals, please provide a timeline for each individual).

**Tab Three. Reimbursement Request Cost (Thirty Possible Points):**

1. Please provide a detailed breakdown cost associated with MAT Training/Education in the discipline in which agency/individual provider will be seeking reimbursement. Provide the cost breakdown in a twenty five percent milestone completion scale for each individual.
2. The requested Budget for MAT Education Training must include itemized costs (for example, registration fee(s), mileage, employee time) for all categories included in the total per person cost.”

**Tab Four. Required Forms:**

- Attachment A- Sworn Statement of Public Entity Crimes
- Attachment B- Conflict of Interest Certification
- Attachment C- Program Certification
- Attachment D- Suspension/Debarment Certification
- Agency showing proof of financial stability to include Audit Report **and** Management Letter, or Financial Statement (Financial Statement is acceptable if agency audit is not required.) Balance Sheet & Income Statements. Last year to present.

**REIMBURSEMENT FOR MAT TRAINING/EDUCATION  
EVALUATION PROGRAM SCORE SHEET**

AGENCY / INDIVIDUAL PROVIDER: \_\_\_\_\_

**(Tab Two) Program Description**

Did the agency/individual provide proof of licensure or other documentation for each person training is requested for? Has the agency/individual provider clearly provided the training/education coursework requirement per all federal, state, local and licensing board? Did the agency or individual provider provide a timeline that outlines the proposed completion for the coursework in a monthly milestone schedule. Is the timeline proposed reasonable for the requirements for the discipline in which they will be seeking reimbursement for?

Points available 1-20. Points awarded: \_\_\_\_\_

**(Tab Three) Reimbursement Request Cost**

Did the agency or individual provider provide the detailed breakdown for reimbursement in twenty-five percent benchmark increments? Do requested costs seem reasonable, allowable, and consistent?

Points available 1-30. Points awarded: \_\_\_\_\_

Total available points 50. Total points awarded: \_\_\_\_\_

Board Member Name: \_\_\_\_\_

Board Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**SWORN STATEMENT OF PUBLIC ENTITY CRIMES**

**Request for Proposal Name:**  
**Medication Assisted Treatment Education/Training**  
**Addressing Opioid Use Disorders in Brevard County**

SWORN STATEMENT UNDER SECTION 287.133(3) (a) FLA STAT ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, the undersigned authority, appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:

1. The business address of the agency or contractor is

\_\_\_\_\_.

2. My relationship to the agency or contractor) is

\_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president, etc.).

3. I understand that a public entity crime as defined in Section 287.133 of the Fla Stat includes a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury verdict, non-jury trial, or entry of a plea of guilty or novo contend.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) person or corporation

who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six months.

6. Neither the agency or contractor nor any officer, director, executive, partner, shareholder, employee, member of agent who is active in the management of the agency or contractor nor any affiliate of the agency or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 applies)

7. There has been a conviction of a public entity crime by the agency or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the agency or contractor who is active in the management of the agency or contractor or an affiliate of the agency or contractor. A determination has been made pursuant to Section 287.133(3) by order of Division of Administrative Hearings that is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

\_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this Statement (with a line through Paragraph 6 if Paragraph 7 applies).

\_\_\_\_\_  
Type Authorized Official's Name

\_\_\_\_\_  
Authorized Official's Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

Sworn to and subscribed before me in the State and County first mentioned above by means of  physical presence or online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Affix Seal:

Notary Public: \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT B**  
**CONFLICT OF INTEREST CERTIFICATION**

**Request for Proposal Name: Medication Assisted Treatment Education/Training  
Addressing Opioid Use Disorders in Brevard County**

Agency must execute either Section I or Section II relative to Fla. Stat. 112.313(12). Failure to execute the appropriate section may result in rejection of this proposal.

**Section I**

I hereby certify that no official or employee of the Brevard County Board of County Commissioners requiring the goods for services described in these specifications has a material financial interest in this company.

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

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

Type or Printed Name of Official: \_\_\_\_\_

Signature: \_\_\_\_\_

**Section II**

I hereby certify that the following named Brevard County Board of County Commissioner's official(s) and employee(s) having material financial interest(s) (in excess of five percent) in this company and have filed Conflict of Interest statements with the Brevard County Housing and Human Services Department, prior to bid opening.

Employee Name: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Date of Filing: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Date of Filing: \_\_\_\_\_

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

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

Type or Printed Name of Official: \_\_\_\_\_

Signature: \_\_\_\_\_



**ATTACHMENT C**  
**REQUEST FOR PROPOSAL ACKNOWLEDGMENT**

I do hereby certify that all facts, figures, and representations made in the application are true and correct, and that the purpose of this request is consistent with our organization's Applicable Laws, By-Laws, and Mission. Furthermore, all applicable statutes, terms, conditions, regulations and procedures for program compliance and fiscal control will be implemented to ensure proper accountability of grant funds.

The filing of this application has been authorized by a legal representative of the agency and I have been duly authorized to act as the representative of the agency in all matters in connection with this application. I also agree to follow all terms, conditions, and applicable federal and state statutes.

\_\_\_\_\_  
Type or Print Authorized Official's Name

\_\_\_\_\_  
Authorized Official's Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**  
**SUSPENSION/DEBARMENT CERTIFICATION**

**1. Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the agency organization) certifies to the best of his or her knowledge and belief, that the agency, defined as the primary participant in accordance with 45 CFR Part 76, 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; and
- b. have not within a three-year period preceding this proposal 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; and
- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the agency not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The agency agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or agencies) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**2. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the agency organization) certifies that the agency will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 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; and

- b. Establishing an ongoing 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.
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
- 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) above; and
- d. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement.
  - (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; and
  - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), and (e).

### **3. Certification Regarding Environmental Tobacco Smoke**

Section 386.201–212, Fla. Stat. the Florida Clean Indoor Air Act, has as its purpose to protect the public health, comfort, and environment by creating areas in public places and at public meetings that are reasonably free from tobacco smoke by providing a uniform statewide maximum code. This part shall not be interpreted to require the designation of smoking areas.

- a. "Public place" means the following enclosed, indoor areas used by the general public:
  - (a) Government buildings; (b) Public means of mass transportation and their associated terminals not subject to federal smoking regulation; (c) Elevators; (d) Hospitals; (e) Nursing homes; (f) Educational facilities; (g) Public school buses; (h) Libraries; (i) Courtrooms; (j) Jury waiting and deliberation rooms; (k) Museums; (l) Theaters; (m) Auditoriums; (n) Arenas; (o) Recreational facilities; (p) Restaurants which seat more than 50 persons; (q) Retail stores, except a retail store the primary business of which is the sale of tobacco or tobacco related products; (r) Grocery stores; (s) Places of employment; (t) Health care facilities; (u) Day care centers; and (v) Common areas of retirement homes and condominiums.

- b. "Public meeting" means all meetings open to the public, including meetings of homeowner, condominium, or renter or tenant associations unless such meetings are held in a private residence.
- c. "Common area" means any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room in any public place.

By signing the certification, the undersigned certifies that the agency organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services as defined by the Act.

The agency organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for services and that all sub-recipients shall certify accordingly.

The Housing and Human Services Department strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products.

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Signature Title of Authorized Certifying Official

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Title

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Agency Organization

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Date