



CHILDREN'S TRUST

OF ALACHUA COUNTY

REQUEST FOR PROPOSAL (RFP) #:	2021-04
PROJECT TITLE:	Accounting Services
CTAC CONTACT:	Colin Murphy, Executive Director
CTAC E-MAIL ADDRESS:	procurement@childrenstrustofalachuacounty.us
PHYSICAL ADDRESS:	802 NW 5 th Avenue Suite 100 Gainesville, FL 32601
MAILING ADDRESS:	P.O. Box 5669 Gainesville, FL 32627
ANTICIPATED CONTRACT TERMS:	July 1, 2021 – September 30, 2022 1 st Renewal: October 1, 2022 – September 30, 2023 2 nd Renewal: October 1, 2023 – September 30, 2024 3 rd Renewal: October 1, 2024 – September 30, 2025 4 th Renewal: October 1, 2025 – September 30, 2026
WEBSITE:	www.childrenstrustofalachuacounty.us
RFP ISSUE DATE:	March 23, 2021
RFP DUE DATE and TIME:	April 13, 2021 @ 2:00 PM EST
LAST DAY FOR QUESTIONS REGARDING THIS RFP:	April 6, 2021 @ 2:00 PM EST

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SECTION 1: INTRODUCTION

A. Notice to Prospective Contractors

Prospective contractors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager at the e-mail address on the cover page and must be received by the CTAC prior to the deadline for written questions also shown on the Request for Proposals (RFP) cover page. Questions concerning the specifications must be posed through the e-mail address provided on the cover page. The date limitation for posing questions will permit CTAC to issue any necessary corrections and/or addenda to this RFP in time for all prospective contractors to react by adjusting, if needed, their proposals. A summary of all questions from prospective contractors and CTAC responses to those questions will be posted by RFP number on the CTAC's website site.

Prospective contractors are prohibited from communicating directly with any CTAC employee or CTAC Board member except as specified in this RFP, and no CTAC employee or representative other than the CTAC's Project Manager is authorized to provide any information or respond to any question or inquiry concerning this RFP. Prospective contractors may contact the CTAC's Project Manager solely via e-mail. Prospective contractors that fail to conform to this requirement may be disqualified from participation in this procurement. The Project Manager may provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified prospective contractors with a disability. Prospective contractors requiring accommodation shall submit requests in writing, with supporting documentation justifying the accommodation, to the Project Manager. The Project Manager reserves the right to grant or reject any request for accommodation in accordance with Federal ADA guidelines.

Late proposals are not acceptable and will be returned unopened to the sender. Errors in the proposals or non-responsive proposals may be corrected by the proposer during the negotiation process. However, prospective contractors are advised that they should endeavor to submit responsive, error-free proposals on time because failure to do so may result in rejection of their proposal.

Prospective contractors that receive this RFP from the CTAC web site or from any source other than the Project Manager and wish to assure receipt of any addenda or additional materials related to this RFP, should immediately contact the Project Manager, and provide their contact information so that RFP addenda and other communications related to this procurement can be sent to them.

Receipt of sealed proposals for furnishing the services described herein is due no later than **2:00 PM EST, on the PROPOSAL DUE DATE indicated on the RFP cover page.**

US Mail:
P.O. Box 5669
Gainesville, FL 32627

Physical Address:
802 NW 5th Ave
Suite 100
Gainesville, FL 32601

IMPORTANT NOTE: Indicate RFP number on the front of each sealed proposal envelope or package.

Prospective contractors are required to make all inquiries concerning this RFP via e-mail to CTAC via the e-mail address on the cover page of this RFP. Questions submitted by other avenues are not acceptable.

It is the prospective contractor's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned or noted in the proposal.

A copy of all inquiries along with the CTAC response will be posted on CTAC's website as shown on the cover page.

B. Overview of the Children's Trust of Alachua County

The Children's Trust of Alachua County is an independent special taxing district in accordance with § 125.901, Fla. Stat. and Alachua County Ordinance 18-08 formed with the Powers and Duties listed below:

1. To provide and maintain in the County such preventive, developmental, treatment, and rehabilitative services for children as the Trust determines are needed for the general welfare of the County.
2. To provide such other services for all children as the Trust determines are needed for the general welfare of the County.
3. To allocate and provide funds for other agencies in the County which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public-school system.
4. To collect information and statistical data which will be helpful to the Trust in deciding the needs of children in the County.
5. To consult with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.
6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done except for cash with funds on hand or secured by funds deposited in financial institutions. Nothing in this Chapter shall be construed to authorize the issuance of bonds of any nature.
7. To employ and pay, on a part-time or full-time basis, personnel needed to execute the foregoing powers and functions.
8. To enter into agreements with government agencies to provide administrative services.
9. All powers, functions, and duties specified in § 125.901, Fla. Stat.

The primary source of CTAC's revenues are ad valorem taxes which are levied yearly in accordance with § 200, Fla. Stat. Ad valorem taxes are deposited in the General Fund. The CTAC has a special revenue fund for grants and a capital projects fund where revenue is set aside for future capital needs.

The CTAC's current annual budget is \$10,143,751.00 and can be found on the CTAC website here: <https://www.childrenstrustofalachuacounty.us/about/page/fiscal-year-2021>.

Most of the services the CTAC provides are Direct Community Services carried out by third party non-profit, government, or private organizations. Contracts are awarded in a competitive procurement process. Organizations bill CTAC monthly for services rendered and CTAC audits all payment requests for appropriate documentation. CTAC currently has forty (40) contracts for Direct Community Services.

1. Current Service Provider

Currently, the CTAC's accounting services are provided by the Clerk of the Circuit Court via an interlocal agreement, which expires on September 30, 2021. The CTAC Board of Directors has authorized the Clerk's office to perform auditing, accounting, and treasury services as follows:

- Cash Receipts
- Revenue Collections
- Accounts Receivable
- Investments, including recommendations for Investment Policy
- Grants Single Audit Schedule
- Accounts Payable including a preaudit of all payment requests
- Fixed Assets
- Surplus Property
- Financial Reporting
- Quarterly Financial Reports
- Audited Annual Financial Report
- Annual Comptroller's Report
- Single Audit
- Post Audit Follow-up

2. Paying Invoices

When paying invoices, the Clerk's office prints paper checks and a cover sheet for each batch. A copy of the checks and the cover sheet are transmitted to the CTAC board chair and treasurer electronically for approval. Signatures are affixed to each check when the checks are printed and the electronic signatures on the cover sheet provide documentation that the payments have been properly authorized.

3. Financial Accounting Systems

CTAC's interlocal agreement with the Alachua County Board of County Commissioner allows the CTAC to have a separate "environment" in the BoCC's New World ERP system from Tyler Technologies, Inc. CTAC currently pays the Alachua County Board of County Commissioners \$8,750.00 annually for use of the ERP system. This financial system environment is a "hosted" solution and records all general ledger activity and has sub-ledger modules for Purchasing, Cash Receipts, Accounts Payable, Fixed Assets, and Miscellaneous Billing (A/R).

Prospective contractors have the option to propose the use of their standard accounting system that they are currently utilizing for other clients. If this option is chosen, Contractors will be expected to describe, in detail, the accounting system that would be utilized including its various sub-ledger modules and how you propose CTAC staff would be trained on the accounting platform.

CTAC utilizes a third-party payroll service to process payroll. Because the payroll service is not integrated with the New World system, CTAC manually processes the payment of benefits to the benefit providers and enters the requisite journal entries, which are then posted to the GL by the Clerk's office.

Per § 218.33, Fla. Stat., the CTAC operates on an October 1 - September 30 fiscal year and utilizes the State of Florida's Uniform Chart of Accounts.

4. Current CTAC Staff

The CTAC is operated by an Executive Director. In addition, a Fiscal Assistant performs bookkeeping, purchasing, payroll, accounts payable, and vendor management functions. The Fiscal Assistant makes entries into the financial system which are then validated and posted by the Clerk's office. CTAC staff utilizes the New World ERP system to create purchase orders, process change orders, and house contractual agreements. Purchase orders are e-mailed directly to the vendor/provider registered in the system. The Fiscal Assistant will be the day-to-day contact with the selected firm.

C. Solicitation Timeline

EVENT	DATE/DUE DATE
Release of the competitive solicitation and the beginning of the Cone of Silence	March 23, 2021
Optional Bidder's Conference Attendance is highly recommended Zoom Registration Link: https://us02web.zoom.us/webinar/register/WN_P-27btULSniKm5D9GW7Omg	March 26, 2021 @ 2:00 PM EST
Last day to submit written questions	April 6, 2021 @ 2:00 PM EST
Final response to all written questions posted	April 9, 2021
Response Submission Deadline	April 13, 2021 @ 2:00 PM EST
Application Review Period	April 14, 2021 - April 29, 2021
Public Discussion of Responses/Determine Interviews Zoom Registration Link: https://us02web.zoom.us/webinar/register/WN_hyBuXkpNR1iEo1mbhhG52w	April 30, 2021 @ 3:00 PM EST
Interviews/Oral Presentations	May 3, 2021 - May 21, 2021 (exact date to be determined)
Funding recommendations released; end of the cone of silence	June 7, 2021
The Children's Trust of Alachua County Board Meeting - Review of Award Recommendation	June 14, 2021 @ 4:00 PM EST
Appeal review meeting if needed	June 15, 2021
Contract Negotiations begin	June 15, 2021
Contract begins	July 1, 2021

SECTION 2: GENERAL TERMS OF THE SOLICITATION

A. Overview of Solicitation

The Children's Trust of Alachua County (CTAC) is seeking a firm to perform accounting services. The CTAC intends to award a contract to a firm that will meet CTAC's qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the CTAC for the services requested in this RFP within a reasonable time after award. A firm submitting a proposal must be prepared to use the CTAC's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. A Model Contract for Services is attached to this RFP. The CTAC intends to award a contract substantially in the form of the attached Model Services Contract to the selected contractor.

B. Term of Services

Initial Term: July 1, 2021 – September 30, 2022 (15 months)

1st Renewal: October 1, 2022 – September 30, 2023

2nd Renewal: October 1, 2023 – September 30, 2024

3rd Renewal: October 1, 2024 – September 30, 2025

4th Renewal: October 1, 2025 – September 30, 2026

C. Minimum Requirements to Bid

At a minimum, the selected vendor will possess the following knowledge, skills, & experience:

- Five (5) years of experience as a registered CPA firm providing similar services for a Florida special district, city, or county government.

D. Scope of Service

The scope of services describes the work to be performed by the contractor, and is contained in “Attachment 2: Scope of Services and Deliverables” in the MODEL CONTRACT FOR SERVICES included in this RFP.

E. Evaluation Criteria

Proposals will be reviewed against the criteria below:

CRITERIA	WEIGHT
Record of Past Experience	-
<input type="checkbox"/> <i>Based on experience with similar projects</i>	10
<input type="checkbox"/> <i>Based on feedback from references</i>	10
Risk	-
<input type="checkbox"/> <i>Based on identification of risk to the CTAC</i>	5
<input type="checkbox"/> <i>Based on contractor’s approach to reducing, mitigating, or eliminating risk</i>	5
Financial Stability	-
<input type="checkbox"/> <i>Based on an analysis of the contractor’s most recent financial statements or similar evidence</i>	10
Project Plan	-
<input type="checkbox"/> <i>Based on the contractor’s plan to accomplish the tasks in the scope of work</i>	6
<input type="checkbox"/> <i>Based on the contractor’s understanding of the problem</i>	6
<input type="checkbox"/> <i>Based on the contractor’s proposed staffing, deployment of qualified personnel, and organization</i>	6
<input type="checkbox"/> <i>Based on the contractor’s qualifications and experience of executive, managerial, and professional personnel</i>	6
<input type="checkbox"/> <i>Based on contractor’s proposed schedule and methodology for managing performance</i>	6
Subcontracting (if no subcontracting, the contractor will receive maximum points)	-
<input type="checkbox"/> <i>Based on risk associated with subcontracting outside the United States</i>	4
<input type="checkbox"/> <i>Based on subcontractor qualifications</i>	3
<input type="checkbox"/> <i>Based on over reliance on subcontracting</i>	3
Price	20
TOTAL	100

F. Review and Selection Process

The following is a general description of the process by which a contractor will be selected for award of a contract to perform the services described in this RFP:

1. Request for Proposals (RFP) is released to prospective contractors.
2. To help ensure that all prospective contractors are treated consistently during the selection process, all questions regarding this RFP, as well as CTAC’s responses to the questions will be posted on CTAC’s website. A deadline for the receipt of written questions has been established. (See the cover sheet of this RFP for deadline date.) Persons or entities who intend to respond to such RFP by submission of a competitive proposal may wish to pose questions, objections, or

requests for information, request clarification or for an interpretation regarding terms, provisions, or requirements of the RFP. In this event, prospective contractors shall not attempt to communicate in writing, electronically or orally with any CTAC official or employee other than the CTAC employee designated as the Project Manager. The Project Manager may be reached at the e-mail address on the RFP cover page. Prospective contractors shall not contact any other CTAC officials in an attempt to gather information regarding this RFP, or in an attempt to influence the CTAC's consideration of its proposal. All inappropriate communications with CTAC officials or employees will be forwarded to the CTAC Project Manager as well as the proposal evaluation team. Inappropriate communications by a prospective contractor may, at the discretion of the Project Manager, constitute grounds for disqualification of that prospective contractor's proposal. Alternatively, the evaluation team may, at its discretion, consider such inappropriate communications when evaluating and scoring proposals.

3. Proposals in *one (1) original and three (3) copies* are required in a sealed envelope or package from each prospective Contractor. Each original proposal shall be signed and dated by an official authorized to bind the Contractor. Unsigned original proposals may be rejected. In addition to the paper copies of the proposal, prospective contractors shall submit one complete and exact copy of the technical proposal on a FLASH DRIVE in Microsoft Office or a Microsoft Office-compatible format. Prospective contractors shall make no other distribution of their proposal to other CTAC officials or consultants. Each proposal page shall be numbered for ease of reference. The FLASH DRIVE copies of the proposal shall have labels clearly identifying the company submitting the proposal, the type of proposal, and the RFP number and title.
4. All proposals must be received by CTAC no later than the date and time specified on the cover sheet of this RFP. Late proposals will not be accepted and will not be reviewed.
5. The CTAC's proposal evaluation team expects to take the following actions to determine the merits of the proposals that are submitted:
 - a. Review the proposals to determine whether they are responsive to the RFP and that they were submitted by responsible companies. Definitions for the terms "responsible" and "responsive" are provided below:
 - b. **Responsible** contractors are those contractors that meet CTAC's standards with respect to a reasonable expectation that the contractor has the management, technical, financial, equipment, and human resources available to ensure adequate performance of the work described in the solicitation. To be considered responsible, contractors shall also be free of past instances of the material breach of a CTAC contract, free of a conviction (or convictions) for bribery, fraud, conflict of interest, violation of environmental laws, or for convictions for other crimes reflecting poorly on the contractor's integrity, for the last five (5) years. Contractors that fail to meet the minimum qualifications stated in the solicitation or that have, in the past three (3) years, been debarred or suspended or had a contract terminated for default by any government agency are also determined to be not responsible.
 - c. **Responsive** proposals are those proposals that satisfactorily address all requirements specified in the RFP. Because proposals, unlike bids, are subject to negotiation, certain omissions or variances may be resolved through negotiations to make the proposal responsive. An example of an omission or variance that can be resolved is a proposed period of performance that does not result in completion of the work within the required timeframe. If negotiation with the contractor results in an adjustment to the period of performance matching the required timeframe, the proposal then may be deemed to be responsive.
 - d. Should it be determined that changes are required to the solicitation provisions or any other changes need to be made that might affect the proposed prices of other features of

the proposals, all responsible companies, or all the responsible companies in the competitive range, may be requested to submit a best and final offer (BAFO). In this event, the CTAC shall evaluate the BAFOs in lieu of the original proposals.

6. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using the evaluation criteria, reviewers assess the soundness and completeness of each proposal as well as the vendor’s capacity to effectively deliver what is proposed. Subjectively rated criteria will be scored on a scale of 70-100 according to the scoring scheme below:

SCORING RANGE	SCORING DESCRIPTION
90-100	Meets or significantly exceeds all of CTAC’s requirements
80-89	Meets all and exceeds several of CTAC’s requirements
70-79	Meets minimum CTAC requirements

- a. Scores for subjectively rated criterion will be weighted by the formula below:

$$\text{Criterion Weight} \times (\text{Actual Rating} / \text{Highest Subjective Rating}) = \text{Weighted Score}$$
 - b. Scores for objectively rated criterion (such as Contract Price) will be scored by the values proposed by each contractor. The CTAC, however, reserves the right to adjust the proposed values for reasonableness or to calculate the life cycle costs in instances where it can be determined that a solution proposed by the contractor may result in additional costs for the CTAC to implement. Proposed (or adjusted) values will be weighted according to the formula below:

$$\text{Criterion with low values favorable to CTAC, e.g. proposed price or life cycle costs:} \\ (\text{Highest Proposed Value} - (\text{Proposed Value} - \text{Lowest Proposed Value})) / (\text{Highest Proposed Value} / \text{Criterion Weight}) = \text{Weighted Score}$$
 - c. The weighted scores for each criterion will be added to determine a Total Weighted Score (TWS) assigned to each proposal.
7. **Discussion.** Following each reviewer’s individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
 8. **Interview/site visit.** At the CTAC’s discretion, publicly noticed interviews and/or site visits may be conducted at either the vendor’s site or the CTAC’s offices. CTAC may limit the number of interviews based on the scoring of the written responses as described above in #6. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations. Interviews/Site Visits will be scored on a 70-100 scale exactly as described above for subjective criteria. When CTAC elects to conduct interviews/site visits, the scores for the interviews/site visits and the written proposals will be weighted as follows:

FEATURE	WEIGHT
Interview/Site Visit (ISV)	50
Total Weighted Score (TWS)	50
COMBINED WEIGHTED TOTAL	100

The grand total score will be calculated as follows:

$$(\text{Interview/Site Visit} \times .5) + (\text{Total Weighted Score} \times .5) = \text{Grand Total Score}$$

9. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of the CTAC develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with the CTAC's priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program costs for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the CTAC Board.
10. **Board review and award.** Executive Director recommendations are reviewed and considered by the CTAC Board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. CTAC Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the CTAC Board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget, or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the CTAC Board's approved award amount or the approved contracting period require further Board approval.
11. **Protests.** Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.
 - a. **Posting.** The Trust shall publicly post the award on the TRUST's website within three (3) full business days after the Board's award decision has been made. All bidders or proposers will be sent an e-mail with the notice of award to the e-mail address provided in the bid or proposal.
 - b. **Requirements to Protest.**
 - i. A formal written protest must be filed no later than 5:00 PM EST, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - ii. A formal written protest is considered filed when the Executive Director receives it and it is date-stamped by the CTAC. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective Applicant.
 - c. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
 - d. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM EST on the fifth business day after the filing of the protest.
 - e. **Review of Executive Director's Decision.**
 - i. The protesting party may request a review of the Executive Director's decision by the CTAC Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM EST on the fifth business day after the date of the

written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the Applicant deems relevant to the issues raised in the request for review.

- ii. The CTAC Board will consider the request for review at the next regularly scheduled CTAC Board meeting after the request is received. It is within the CTAC Board's discretion whether to allow testimony or argument from the protesting party at the CTAC Board meeting. If it is determined by majority vote of CTAC Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Trust or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three (3) business days after the Board meeting.
- iii. If it is determined by majority vote of CTAC Board members present at the meeting that the award should be upheld, the CTAC Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three (3) business days of the CTAC Board meeting. The decision shall be final and conclusive.

f. **Stay of Procurement during Protests.** The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.

12. The CTAC reserves the right to:

- Reject any or all submittals
- Request clarification of any submitted information
- Waive any informalities or irregularities in any response
- Not enter into any contract
- Not select any firm
- Cancel this process at any time
- Amend this process at any time
- Interview firms prior to award
- Enter into negotiations with one or more firms, or request a best and final offer (BAFO)
- Award more than one contract if it is in the best interests of the CTAC
- Issue similar solicitations in the future
- Request additional information from prospective contractors

SECTION 3: SUBMISSION INSTRUCTIONS

A. Submission Checklist

The response to this RFP shall consist of:

- A **Cover Letter** limited to a maximum of ONE (1), including an Executive Summary of the proposal. The executive portion summary shall be no more than 100 words and will be used in all reports and promotional materials of the Trust. *The cover letter shall indicate whether the contractor had any contract terminated for default in the past five (5) years. If no such termination for default has been experienced by the prospective contractor in the past five (5) years, this fact shall be stated in the cover letter.*
- A completed **FORM 1 - Prospective Contractor Certification** (included in this solicitation).
- A completed **FORM 2 - Pricing** (included in this solicitation). *Include a separate Form 2 if proposing separate pricing depending on which ERP system is utilized.*
- A **Response**, divided into **six (6) sections** in the same sequence, and with the same titles, shown below. Proposals shall be prepared on 8 ½ x 11" paper, however, larger foldouts are acceptable

for milestone charts and similar documentation. The font size shall be 11 point or larger. The sections shall be divided as follows:

Section	Title	Page Limit
1.	Record of Past Experience	10
2.	Risk	5
3.	Financial Stability	10
4.	Project Plan	20 + Resumes
5.	Subcontracting	5
6.	Price	10 + Form 2

1. RECORD OF PAST EXPERIENCE. This section shall be limited to a **maximum of ten (10) pages**, and shall include:
 - Background information of the organization and details with similar projects
 - A list of references (including contact person, organization, e-mail and regular mail address and telephone numbers) for each of the above similar projects shall be included.

If the prospective contractor’s past performance requires a response to items (a) through (d) below, such responses shall be on a separate sheet of paper and shall be excluded from the maximum number of pages indicated above:

 - a. If the prospective contractor or any prospective subcontractor contracted with the CTAC during the past twenty-four (24) months, indicate the contract price, the contract number and project description, or other information available to identify the contract
 - b. If the prospective contractor or prospective subcontractor has a staff member who was an employee of the CTAC during the past twenty-four (24) months, or is currently a CTAC employee, identify that individual by name, the job title or position held, and the separation date from the agency
 - c. If the prospective contractor has had a contract terminated for default in the past five (5) years, describe each such incident. Termination for default is defined as a notice to stop performance due to the prospective contractor’s nonperformance or poor performance and the issue of performance was either:
 - i. Not litigated due to inaction on the part of the prospective contractor, or
 - ii. Litigated and such litigation determined that the prospective contractor was in default.
 - d. Submit full details of the terms for default including the other party’s name, address, and telephone number. CTAC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the prospective contractor’s past experience. If no such termination for default has been experienced by the prospective contractor in the past five (5) years, state so in the cover letter.
2. RISK. This section shall be limited to a **maximum of five (5) pages** and must identify all risks to CTAC that must be addressed should the CTAC enter into a contract in furtherance of this project. The prospective contractors shall also identify measures that will be taken by the contractor or should be taken by the CTAC to mitigate risks.
3. FINANCIAL STABILITY. This section shall be limited to a **maximum of ten (10) pages** and shall include the contractor’s most recent audited financial statements or other similar evidence of financial stability.
4. PROJECT PLAN. This section shall be limited to a **maximum of twenty (20) pages** (not including resumes) and shall include a thorough description of the prospective contractor’s approach to accomplishing the tasks outlined in the scope of services and deliverables. This

- section shall include the proposed staffing, resumes for key staff members, deployment, and organizational personnel to be assigned to the project. A description of each task and contractor shall be included in this section along with a schedule for accomplishing all contract milestones.
5. SUBCONTRACTING. This section shall be limited to a maximum of five (5) pages and shall include a description of the work (including a percentage of the total contract effort) performed by company employees, subcontracted resources, as well as any work performed outside the United States by company employees or subcontractors. The proposal shall also include the percentage of work to be performed by specific subcontractors, evaluation of subcontractor qualifications, and identification of the geographical area where all work will be performed.
 6. PRICE. The fixed contract price shall be limited to a maximum of ten (10) pages (not including Form 2). The pricing shall be broken out according to the following elements:
 - a. Personnel costs (including job titles, hourly rates, and total hours)
 - b. Travel Expenses
 - c. Other Costs (e.g. office expenses) shall be identified by the nature of the costs
 - d. Final Fixed Price

Incremental Agency Costs: The contractors' proposals shall include, in addition to contract price, all incremental CTAC costs associated with entering into the contract. CTAC costs generally include the costs of required additional personnel to support the contracted effort, training, equipment, and facilities as well as any other incremental costs associated with award and administration of the contract for the term of the contract, or a period of five (5) years, whichever is longer. No contract costs are to be included in the incremental agency costs.

Life Cycle Costs: Contractors submitting proposals that will impact the CTAC shall submit a proposal for life cycle costs. The life cycle cost is the total of the contract price plus the incremental CTAC costs. This information should be depicted in the proposal on Form 2 for the life of the contract and explained in detail in the narrative section. CTAC reserves the right to review life cycle costs and revise them as needed to reflect reasonableness.

B. Proposal Preparation and Submittal Instructions for Prospective Contractors

1. EXCEPTIONS: The CTAC intends to award a contract substantially in the form of and including the provisions of the attached MODEL CONTRACT FOR SERVICES. Contractors that take exception to the terms and conditions do so at the risk that their proposal may be declared to be non-responsive and not considered for contract award. By signing the PROSPECTIVE CONTRACTOR CERTIFICATION included in this RFP, the representative of the prospective contractor certifies that no exceptions are taken to the form of the Model Contract for Services or to the provisions therein, unless such exceptions are fully disclosed in a document attached to the PROSPECTIVE CONTRACTOR CERTIFICATION.
2. ORAL EXPLANATIONS: The CTAC shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
3. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
4. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. Proposals that do not conform to the page limitations or format prescribed in this RFP may be rejected by the CTAC as non-responsive. It is desirable that all responses meet the following requirements:
 - *All copies are printed double-sided.*
 - *Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic*

dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are preferred.

- *Materials should be submitted in a format which allows for easy removal and recycling of paper materials.*
5. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by prospective contractors in preparing or submitting proposals as well as costs associated with any resultant presentations or negotiations are the prospective contractors' sole responsibility; the CTAC will not reimburse any prospective contractor for any costs incurred prior to contract award.
 6. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the longer validity period is requested to allow for unforeseen delays.
 7. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the prospective contractors shall become the property of CTAC when received.
 8. **PROSPECTIVE CONTRACTOR'S REPRESENTATIVE:** Each prospective contractor shall submit with their proposal the name, mailing address, e-mail address and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 9. **SUBCONTRACTING:** Prospective contractors may propose to subcontract portions, but not all, of the work performed. However, prospective contractors shall clearly indicate in their proposals all the work they plan to subcontract and to whom it will be subcontracted. Prospective contractors shall also provide identifying information for each proposed subcontractor similar to the identifying information provided for the contractor submitting the proposal.
 10. **TRADE SECRET INFORMATION:** Trade secrets or similar proprietary data which the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows: Each page shall be identified by the prospective contractor in boldface text at the top and bottom as "TRADE SECRET". Any section of the proposal which is to remain confidential shall also be so marked in boldface text on the title page of that section. Price information may not be deemed proprietary. In spite of what is labeled as confidential, proprietary or trade secret, the determination as to whether or not certain material is confidential, proprietary or a trade secret shall be determined by law. If a prospective contractor designates any information in their proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.
 11. **ACCOMMODATIONS:** Reasonable accommodations will be provided by the CTAC for prospective contractor personnel who need assistance due to a physical disability. However, the CTAC must have reasonable advance written notice prior to the pre-proposal conference (if any) or any other visit to the CTAC's facilities. The prospective contractor shall contact Ashley Morgan-Daniel at amd@childrenstrustofalachuacounty.us no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodations.

FORM 1 - Prospective Contractor Certification

By submitting this proposal, the prospective contractor certifies the following:

1. The contractor representative who signs below certifies that they have carefully read and understand the provisions of the solicitation and associated documents attached thereto, and hereby submits the attached proposal to perform the work specified therein, all in accordance with the true intent and meaning thereof.
2. The contractor representative further understands and agrees that by signing this certification all of the following information in the certification is true and accurate to the best of their knowledge. If this certification cannot be made unequivocally, a written description of all instances wherein the prospective contractor cannot unequivocally make this certification is provided with this proposal.
3. Prospective Contractor is:
 - Sole Proprietor
 - Partnership
 - Corporation* if yes, what state? _____
 - Joint Venture
 - Other (Specify)
4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
6. The company identified below is the prime contractor.
7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
9. Unless otherwise required by law, the prices proposed have not been knowingly disclosed by the prospective contractor on a prior basis directly or indirectly to any other organization or to any competitor.
10. No attempt has been made, or will be made, by the prospective contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
11. The price and availability of all equipment, materials, and supplies associated with performing the services described, including associated indirect costs and profit, herein have been determined and included in the proposed price. All labor costs, direct and indirect, and profit have been determined and included in the proposed price. The incremental costs expected to be incurred by the CTAC, should it enter into this contract, have also been estimated to the best ability of the prospective contractor. It is understood that the life cycle cost includes the total of the contract price plus the estimated costs to be incurred by the CTAC should it enter into this contract.
12. The prospective contractor can and shall provide the specified performance bond or alternate performance guarantee (if applicable) at no added cost to the CTAC.
13. In submitting its proposal, the prospective contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or contracting CTAC, government or private, until after the award of the contract. Prospective contractors not in compliance with

this provision may be disqualified, at the option of the CTAC, from contract award. Only discussions authorized in advance and in writing by the contracting CTAC are exempt from this provision.

14. The prospective contractor hereby certifies that it and all of its affiliates collect appropriate taxes and remits them as provided by law.
15. The prospective contractor certifies that all insurance policies required by this contract shall remain in full force and effect during the entire term of this contract. All insurance policies and any extensions or renewals thereof, shall not be cancelled or amended except with the advance written approval of the CTAC. The Contractor agrees to submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the CTAC upon execution of this contract. The insurance certificates shall be subject to approval by the CTAC. The insurance certificates shall include a statement in the certificate that no cancellation of the insurance shall be made without at least thirty calendar days' prior written notice to the CTAC. Approval of the insurance certificates by the CTAC shall not relieve the contractor of any obligation under this contract.
16. The prospective contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. (If exceptions are taken, attach a written description of each exception to this certification.) Exceptions are/are not (delete "are" or "are not") attached to this certification.
17. The prospective contractor warrants, represents, and certifies that no elected or appointed official or employee of the CTAC has, or will, personally or indirectly benefit financially or materially from this contract.
18. In the event any part of this Agreement or work is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to cooperate with the CTAC in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the work and as specifically required by the federal or state granting agency, and receiving no payment until all required forms are completed and submitted.
19. Any contract and/or award arising from this RFP may be terminated for default by the CTAC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees, or their close relatives or friends, from the prospective contractor, the prospective contractor's agent(s), representative(s), or employee(s). Any contract and/or award arising from the RFP may also be terminated for default if it is determined that the contract and/or award was obtained by fraud, collusion, conspiracy, or other unlawful means, or if the contract and/or award conflicts with any statutory or Constitutional provision of the State of Florida or of the United States.
20. Prohibition Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than an employee working solely for the Contractor to solicit and secure this Agreement and that it has not paid or agreed to pay any person, entity, company, or firm any fee, commission, gift, or other consideration contingent upon or resulting from award or making of this Agreement.
21. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, that if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the subject services for a Not-to-Exceed Contract Price of \$_____.

The following addenda have been received, and considered in the preparation of this proposal:

I affirm and certify that: neither I, nor to the best of my knowledge, information, and belief, the business identified below, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to criminal proceedings, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law, except as indicated on the attachment [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved, and their current positions and responsibilities with the business]:

Prospective Contractor Name: _____

Business Street Address: _____

City, State, & Zip + 4: _____

Payment Address (if different): _____

Payment City, State, & Zip + 4: _____

Federal Employer ID Number: _____

E-mail Address: _____

By: _____ Title: _____
(Signature)

Name: _____
(Typed or Printed)

Unsigned certifications may result in a determination that the proposal is non-responsive.

FORM 2 - Pricing

- Using the Contractor's ERP System
 Using the CTAC/Tyler Technologies New World ERP System

LIFE CYCLE COST PROPOSAL FORMAT								
CONTRACTOR COST TO AGENCY								
Units/Quantity Per Year			ANNUAL PRICE					
Cost Category	Units	Cost	Year 1		Year 2	Year 3	Year 4	Year 5
			7/1/21-9/30/21 (Transition)	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/30/26
Job Title One								
Job Title Two								
Job Title Three								
Mileage (44.5¢ per mile)								
Per Diem - \$6.00, \$11.00, \$19.00 <i>(In accordance with Special District Policy)</i>								
Subcontractor Costs								
All other Contract Costs								
TOTAL NOT-TO-EXCEED CONTRACT AMOUNT								
INCREMENTAL AGENCY COST								
Units/Quantity Per Year			ANNUAL PRICE					
Cost Category	Units	Cost	Year 1		Year 2	Year 3	Year 4	Year 5
			7/1/21-9/30/21 (Transition)	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/30/26
Job Title One								
Job Title Two								
Job Title Three								
Training								
Equipment/Software								
Facilities								
All other Agency Costs								
TOTAL ESTIMATED AGENCY INCREMENTAL COSTS								
TOTAL LIFE CYCLE COST								

SECTION 4: MODEL CONTRACT FOR SERVICES
NO. _____
BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND

THIS CONTRACT made and entered into this _____ day of _____, A.D., 20____ by and between the Children’s Trust of Alachua County, an independent taxing district in Alachua County, hereinafter referred to as the “CTAC”, and “_____”, a not for profit corporation organized under the laws of the State of Florida hereinafter called the “Contractor”. Collectively hereinafter CTAC and the Contractor are referred to as the “Parties”.

W I T N E S S E T H:

WHEREAS, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., *et. seq.* Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and,

WHEREAS, the CTAC issued an RFP for Accounting Service on March 23, 2021.; and,

WHEREAS, CTAC is desirous of entering into an Agreement with _____ for Accounting Services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Term:

A. This agreement shall commence on July 1, 2021 and continue through and including September 30, 2022, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Performance of Services:

A. The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

Section 3. Billing and Compensation:

A. Compensation. CONTRACTOR will be paid by the CTAC for the Services as specified on the Price Sheets attached as FORM 2.

B. Submission of the Contractor’s invoice for final payment shall further constitute the Contractor’s representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Services, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via e-mail to invoice@childrenstrustofalachuacounty.us, or to the CTAC at the following address.

Children’s Trust of Alachua County
P.O. Box 5669
Gainesville, FL 32627

C. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.

D. Payments for all sums are contingent upon meeting the deliverables described in Attachment 2: Scope of Services and Deliverables and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement “This request for payment is subject to § 837.06, Fla. Stat.”. Invoices for payment shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

E. The Contractor shall submit invoices by the 15th of every month and its final invoice for the contract period by October 15th of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous contract period if submitted after October 15th.

F. Invoice payments shall be sent to:

Section 4. Audit, Records, and Reporting:

A. The Contractor agrees to:

1) Maintain financial records and reports relating to this agreement.

2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC.

B. Reports shall be submitted in a format set forth by the CTAC. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports to the CTAC at the following address:

Children's Trust of Alachua County
P.O. Box 5669
Gainesville, FL 32627

C. The CTAC may defer payment to the Contractor for non-compliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the CTAC will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The CTAC will give the Contractor seven (7) days to submit a plan for curing the default. In the event the default situation is not corrected within the allotted time or to the satisfaction of the CTAC, prior to formal termination the Parties agree to mediation of the dispute or disputes and shall participate in good faith. The mediation shall be conducted by a professional mediator mutually agreed to by the parties under the Florida mediation rules. Mediation shall be held no longer than twenty-one (21) days after the notice of default.

B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC Project Manager is authorized to provide written notice of Termination for Convenience on behalf of the CTAC. Upon such notice, the Contractor will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the CTAC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

C. If funds to finance this Agreement become unavailable, the CTAC may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The CTAC will be the final authority as to the availability of funds. The CTAC will pay the Contractor for all Services

completed prior to delivery of notice of termination. In the event of such Termination, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Contractor, the Contractor, by accepting public funds, agrees to permit persons duly authorized by the CTAC to inspect all records, papers, documents, facilities, goods, and services of the Contractor and interview any employees and clients of the Contractor to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the CTAC will identify any deficiencies to the Contractor in writing and the Contractor will prepare a corrective action plan to rectify all deficiencies noted. The Contractor's failure to correct the deficiencies within the agreed upon time may result in the CTAC withholding payments or the Contractor being deemed in breach or default resulting in termination of this Agreement.

Section 7. Modifications:

A. This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both parties. The Parties further agree to renegotiate this Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.

Section 8. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the Contractor and the CTAC representatives are:

CTAC: Chair, Children's Trust of Alachua County
c/o Children's Trust Custodian of Public Records
P.O. Box 5669
Gainesville, FL 32627

Contractor: _____

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

Section 11. Independent Contractor:

A. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CTAC. The Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Contractor in the full performance of this Agreement. Neither the Contractor nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee, or servant of the CTAC.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Contractor, which may be represented by the Contractor in performance of this Agreement, shall not be construed to be the policies or decisions of the CTAC.

Section 12. Indemnification:

A. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the CTAC and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The Contractor agrees that indemnification of the CTAC shall extend to any and all Services performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

B. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the CTAC and the Contractor.

D. Nothing contained herein shall constitute a waiver by the CTAC of sovereign immunity or the provisions or limits of liability of § 768.28, Fla. Stat.

E. Paragraphs A-D do not apply to any Contractor which is a government entity protected by Sovereign Immunity under § 768.28, Fla. Stat. For those Agencies, the Parties agree that each party shall be responsible for their own negligence and that of their employees as provided under § 768.28, Fla. Stat. without a waiver of any terms of that statute.

Section 13. Insurance:

A. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment 1**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment 1A**.

B. Additionally, proof of automobile insurance will be required in the event the Contractor transports children as part of their program.

Section 14. Laws & Regulations:

A. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines. This section includes, but is not limited to background checks as required under Florida law for direct services involving children.

Section 15. E-Verify:

A. Pursuant to § 448.095, Fla. Stat., the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement. The Contractor shall include in all contracts with subcontractors performing work pursuant to this Agreement, an express requirement that subcontractors utilize the federal E-Verify system in accordance with the terms governing use of the system to confirm employment eligibility of all new employees hired by subcontractors during the term of this Agreement. Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with unauthorized aliens and the Contractor will provide a copy of such affidavit to the CTAC. If the CTAC has good faith belief that the Contractor has violated this section the CTAC will terminate this Agreement. If the CTAC has good faith belief that a subcontractor violated

this section, but the Contractor has otherwise complied with this section, the CTAC will notify the Contractor and the Contractor will terminate its agreement with such subcontractor.

Section 16. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 17. Severability:

A. If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 18. Entire Agreement:

A. This Agreement contains all the terms and conditions agreed upon by the Parties.

Section 19. Collusion:

A. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 20. Conflict of Interest:

A. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 21. Third Party Beneficiaries:

A. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 22. Governing Law and Venue:

A. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida in a Court of Competent Jurisdiction.

Section 23. Construction:

A. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

Section 24. Project Records:

A. General Provisions:

1) Any document submitted to the CTAC may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any Contractor per § 119.011(11), Fla. Stat. Any document is subject to inspection and copying unless exempted under § 119, Fla. Stat., or as otherwise provided by law.

2) In accordance with § 119.0701, Fla. Stat., the Contractor, *when acting on behalf of the CTAC*, as provided under § 119.012(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Records Schedule established by the Department of State. Upon request from the CTAC’s Custodian of Public Records, provide the CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under § 119, Fla. Stat., or as otherwise provided by law. Additionally, they shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the CTAC.

B. Confidential Information:

1) During the term of this Agreement or license, the Contractor may claim that some or all of information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary in accordance with § 812.081, Fla. Stat., or other law, and is exempt from disclosure under § 119, Fla. Stat., the Public Records Law. The Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the CTAC shall use reasonable efforts to maintain the confidentiality of the information properly identified as “Confidential Information” or “CI”.

2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

C. Project Completion:

1) Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the CTAC* as provided under § 119.011(2), Fla. Stat., shall transfer, at no cost, to the CTAC all public records in possession of the Contractor or keep and maintain public records required by the CTAC to perform the service. If the Contractor transfers all public records to the CTAC upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the CTAC, upon request from the CTAC’s Custodian of Public Records, in a format that is compatible with the information technology systems of the CTAC.

D. Compliance:

1) An Applicant who fails to provide the public records to the CTAC within a reasonable time may be subject to penalties under § 119.10, Fla. Stat.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF § 119, Fla. Stat., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CTAC REPRESENTATIVE AT:

E-MAIL: publicrecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

ADDRESS: P.O. Box 5669, Gainesville, FL 32627

Section 25. Communications:

A. The Contractor shall maintain a working e-mail address and shall respond to e-mail communications from the CTAC Project Manager within twenty-four (24) business hours from the time the e-mail was received electronically. The Contractor agrees to notify the CTAC Project Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within twenty-four (24) hours of the change. The Contractor agrees to add the e-mail and postal mailing addresses of the CTAC Project Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 26. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 27. Award Acknowledgement of Support:

A. The Contractor agrees to acknowledge the CTAC's support in all materials as specified on the CTAC website at <https://www.childrenstrustofalachuacounty.us/funding/page/provider-resources>.

Section 28. Electronic Signatures:

A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The CTAC shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 29. Counterparts:

A. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or e-mail with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the parties to the terms hereof.

Section 30. Contract Documents:

A. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

B. This document, as modified by any subsequent signed amendments

C. Any amendments to the RFP

D. The RFP as originally issued

E. Any Purchase Order under the Contract

F. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDREN’S TRUST OF ALACHUA COUNTY

By: _____

Colin Murphy
Executive Director

Date: _____

APPROVED AS TO FORM

Attorney for the Trust

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF SIGNATURE AUTHORITY IS PROVIDED, ATTESTATION WILL NOT BE NECESSARY.

Attachment 1: Insurance Requirement
TYPE “B” INSURANCE REQUIREMENTS
“Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, their agents, representatives, employees, or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$300,000 Products/Completed Operations Aggregate, \$300,000 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability, and \$5,000 Medical Expense.

II. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

A Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

A All Coverages

1. The Contractor shall provide a Certificate of Insurance to the Children’s Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under “claims made” form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2. Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Children’s Trust of Alachua County

Attachment 2: Scope of Services and Deliverables

NOTE: The Florida Uniform Accounting Systems Manual applies to all CTAC accounting functions.

A. Transition

1. Receive/provide training on the ERP System depending on whether Contractor or New World ERP system is utilized. If Contractor submits proposal to utilize their own ERP accounting system, contractor will coordinate with the Alachua County Clerk's Office to import all CTAC's general ledger trial balances from the New World ERP system. Critical functions include:
 - Purchasing
 - Accounts Payable
 - Journal Entries
 - Report Retrieval

B. Weekly

1. Record all cash disbursements & cash receipts, and track income & expenses in the GL in CTAC's accounting system (New World from Tyler Technologies, Inc.)
2. Prepare AP and send a report with vendor check numbers, amounts paid
3. Report on ACH and wire transfers
4. Record other miscellaneous journal entries as needed
5. Record AR entries & deposits
6. Prepare invoices & track receivables
7. Allocate payroll (bi-weekly)

C. Monthly

1. Record month-end journal entries
2. Complete cost-allocations
3. Reconcile bank & credit card statements and provide monthly report
4. Prepare management reports
5. Update audit schedules
6. Prepare financial statements for management and Board of Directors
7. Prepare a monthly budget to actual summary and budget to actual detail report
8. Prepare other reports or statements as requested by the Board or Executive Director

D. Annually

1. Assist management in preparation of budgets & reports
2. Assist management with annual budget development & import budget into New World
3. Maintain accurate chart of accounts
4. Coordinating with the CTAC Audit Firm to provide information, documentation, and reports requested for preparation of the CTAC Annual Audit
 - i. Writing the Management Discussion and Analysis
 - ii. Single Audit
 - iii. Grant Single Audit Schedule (as applicable)
5. Prepare requested schedules & documents
6. Make adjusting entries as requested by auditor
7. Have representative on-site during audit

8. Prepare CTAC for external funder audits as needed

E. Miscellaneous

1. Fixed Assets
2. Surplus Property
3. Maintain strong internal controls and follow recommended best practices for separation of duties within Contractor's staff performing accounting functions on behalf of the CTAC
4. Other services as agreed to by the Executive Director and the Contractor

F. Communications

1. Frequent face-to-face communication (either in person or via web-conferencing) will be expected during onboarding process, audits, and year-end budgeting process
2. Weekly phone check-ins during rest of year, which may change based on needs
3. Board Training with the Board of Directors on "How to Read the Financial Statements"
4. Attendance (either in person or virtually) at monthly CTAC Board Meetings