

COVER PAGE

REQUEST FOR PROPOSAL (RFP) #:	2023-01
PROJECT TITLE:	Afterschool Programming
CTAC Contact Address	Procurement@childrenstrustofalachuacounty.us
SUBMIT A QUESTION:	https://www.childrenstrustofalachuacounty.us/funding/webform/rfp-2023-01-question-submissionafterschool
LAST DAY FOR QUESTIONS REGARDING THIS RFP	June 2, 2023
AVAILABLE FUNDING:	\$1,000,000
ANTICIPATED CONTRACT TERMS:	August 1,2023- June 30, 2024
WEBSITE:	https://www.childrenstrustofalachuacounty.us/
RPF ISSUE DATE:	May 12, 2023
Submission Deadline	June 16, 2023

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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 matters. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager at email 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. 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 the question link. 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 accepted. 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. It is the prospective contractor's responsibility to ensure 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 (CTAC) funds and supports a coordinated system of community services that allows all youth and their families to thrive. Established as an Independent Special District in 2018, the CTAC vision is to facilitate equitable access and opportunities for all children and families in AlachuaCounty to ensure every child reaches their maximum potential.

Four strategic priorities include:

All children are born healthy and remain healthy.

All children can learn what they need to be successful.

All children have nurturing, supportive caregivers and relationships.

All children live in a safe community.

Mission Statement

The Children's Trust of Alachua County funds and supports a coordinated system of community services that allows all youth and their families to thrive.

Vision Statement

Facilitate equitable access and opportunities for all children and families in Alachua County to ensure every child reaches their maximum potential.

Guiding Principles

Guiding Principles are utilized within organizations as a method to align behaviors, guide decision making, and provide consistency with the Trust's Board values. The Trust's Board and stakeholders identified the following guiding principles:

- 1. Initiatives should ensure accessibility to universal supports for all children 0 to 18 and their families, targeted supports for those who need additional help, and place-based supports for those with the greatest need.
- 2. Innovative initiatives should be funded that coordinate comprehensive systems of support and deliver those supports in collaborative ways that allows the Trust to achieve collective impact.
- 3. Initiatives shall be evaluated based on their ability to ultimately impact all children, directly or indirectly, with a priority for long-term continual return on investment.
- 4. Initiatives must be measurable with priority given to a comprehensive system of supports that provide for prevention, timely intervention, and services that strengthen families and produce achievable results.
- 5. Initiatives must be aligned to a documented gap or need.
- 6. Funds will be invested, and initiatives will be prioritized based on the highest educational, social, or emotional outcome value.
- 7. Initiatives will be evaluated in an open, transparent, and competitive manner in order to ensure equitable results and confidence in the process.
- 8. The Trust values fiscal and operational accountability and will fund partners in a manner that rewards efficiencies, takes advantage of economies of scale, and maximizes services to children or family members/support members in order to meet the educational, social, emotional, and/or physical health.
- 9. The complete portfolio of Trust investments shall be reviewed to ensure that Alachua County children and families have equitable access to services that will work to increase racial equity.
- 10. Prior to any funding decision, the direct impact on children must be the primary consideration.

C. Eligible Applicants

Eligible applicants may be governmental entities, for-profit or not-for-profit organizations, or faith-based organizations providing services within Alachua County. Applicants should be currently qualified to conduct business in the State of Florida, under the laws of Florida, and must be qualified to conduct business on or before the service and contract start date(s). Eligible applicants must remain qualified to conduct business in the State of Florida for the duration of their service award. All contractors will be required to have current general liability insurance before contracts can be executed.

The CTAC is prohibited from contracting with programs that are under the exclusive jurisdiction of the public-school system. Additionally, Alachua County Public Schools is not eligible for funding. Applicants that operate a charter school are also ineligible for funding. However, collaboration with the public-school system and leveraged use of school resources by applicants are encouraged.

D. Solicitation Timeline - Afterschool Programming

EVENT	DATE/ DUE DATE
Release of the competitive solicitation and begin the Cone of Silence	May 12, 2023
Bidders' Conference and Application Training (attendance is highly recommended) Virtual: <u>10am</u> <u>6pm</u>	May 23, 2023 10 AM to 12:00 PM - Bidders' Conference & Application Training May 23, 2023 6:00 PM to 8:00 PM - Bidders' Conference & Application Training
Last day to submit written questions	June 2, 2023, 3:00 PM
Final response to all written questions posted	June 6, 2023, 3:00PM
Office hours for technical support Send email to procurement@childrenstrustofalachuacounty.us	May 24, 2023 May 31, 2023 June 7, 2023
Application submission deadline	June 16, 2023, 3:00 PM
Public Opening of bids (Public Meeting) Virtual: <u>Click</u>	June 16, 2023, 4:00 PM
Application review period	June 19 - June 26, 2023
Review team - final score deliberation (Public Meeting)	June 28, 2023, TBD
Virtual: Insert registration link Funding recommendations released - (Trust Board Meeting Packet)	June 30, 2023, TBD
The Children's Trust of Alachua County Board Meeting Review funding recommendations Location: Children's Trust Office 802 NW 5 th Ave, Gainesville, FL 32627	July 10, 2023, 4:00PM TBD
End cone of silence; Appeal process begins	July 11, 2023
Contract negotiations begin	luly 17, 2022
Contracts begin	July 17, 2023 August 1, 2023

SECTION 2: FUNDING OPPORTUNITY

A. Overview of Solicitation

By approval of Resolution 2023 -06 on May 8, 2023. The Children's Trust of Alachua County seeks qualified afterschool

program providers to host kindergarteners (five years old on or before September 1st) through 12th grade from low-income families in safe and enriching afterschool programming for the 2023-2024 school calendar year, that meets the standards and guidelines of the RFP. The CTAC intends to make multiple awards. The total overall amount awarded is \$1,000,000.

Successful applicants will be required to enter a contract with the CTAC for the services requested in this RFP within two weeks of funding announcement. Organizations submitting a proposal must be prepared to use the CTAC's standard contract form rather than its own contract form. 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 contractors.

B. Term of Services

Successful applicants will be awarded afterschool program only contracts with anticipated service dates of August 1, 2023, through June 30, 2024. Contracts will be line-item reimbursement based on a budget approved by the CTAC. The CTAC Board will make a final decision regarding contract renewals.

C. Minimum Requirements to Bid

Organizations can apply for funding based on the following requirements:

- a. All proposed services must take place within Alachua County.
- b. Applicant must be currently qualified to conduct business in the State of Florida.
- c. Applicant must not be a charter school approved by any public-school system in the State of Florida.
- d. Applicant must have experience working with youth in out-of-school time.
- e. Applicant must be a licensed or licensed exempt afterschool program, in accordance with § 402.26, Fla. Stat., § 402.319, Fla. Stat., § 120.60, Fla Stat.
- f. Applicant must offer services to students in kindergarten through 8th grade for a minimum of 4 days a week, 1.5 hours per day and/or afterschool enrichment clubs for high school students, 9th 12th grade.
- g. Applicant must offer in person afterschool services during the 23-24 school year.
- h. Applicant must implement a youth ratio of 1 to 20.

D. Scope of Service

The CTAC seeks to expand access to safe and enriching afterschool programming for children from low-income families living in Alachua County. The Children's Trust of Alachua County is therefore seeking proposals from organizations to support a continuum of quality programs that have a positive impact on our children, youth, families, and communities of Alachua County. CTAC supports an evidenced-based, holistic approach that includes coordinated service delivery to ensure that residents are able to access high quality programs which are directly linked to positive outcomes for children and youth. In addition, the CTAC intends to award afterschool funding to local organizations whose proposals include implementing literacy programming to enhance literacy skills for kindergarten through 5th grade students. Proposals that include afterschool programming to middle school students (6th through 8th grade) should ensure middle school students receive opportunities to engage in high school prep, healthy social emotional development, relationship boundaries, and internet and social media safety activities. The CTAC also intends to fund afterschool enrichment clubs for high school students. Clubs should offer opportunities for students to engage in activities that assist them with postgraduate decision making. (See grade level programming sections below for specific requirements.)

Elementary & Middle School Programming (Kindergarten - 8th Grade):

In addition to increasing access and ensuring children have safe places to go afterschool, The Afterschool RFP allows the CTAC to support organizations that have an interest in expanding programming that supports the enhancement of literacy and math skills for children in grades K-8th, who reside in Alachua County.

The CTAC strongly encourages Contractors to identify and implement programming that will enhance literacy and math skills. Contractors who offer programming for literacy and math should describe how they will measure the success of the literacy and math components and be willing to administer pre and post assessments to enrolled children. Literacy and math programming are not required, but are strongly encouraged, to receive maximum points in the project plan section of the evaluation criteria. (Note: The CTAC defines literacy and math programming as a curriculum or best practices with specific implementation requirements to ensure maximum improvements are achieved. This does not include homework help)

To assist applicants with implementing experiences that complement learning, the CTAC will host a Promising Literacy Practices in K-5 Out of School Program Training. The training will be facilitated by the Florida Grade Level Reading Campaign (FLGRC), an initiative of Florida Alliance of Children's Councils and Trusts (FACCT).

In addition to the literacy and math programming mentioned above, the CTAC will fund proposals that include the following components in their daily programming for middle school students ($6^{th} - 8^{th}$ grade).

- Opportunities for socialization via group activities throughout the course of programming
- Preparing for transition to high school or upcoming grade and career exploration
- Healthy relationship boundaries
- Internet and social media safety
- Healthy social and emotional development

High School – Afterschool Enrichment Clubs

By high school, youth are largely independent, making their own decisions about how to spend their time. Many are thinking about what will come next for them postgraduation, and many have developed interests in the fields they intend to pursue, whether it is career technical education, the workforce, or college. Research suggests that a large number of high school students normally participate in extracurricular activities, for example, in school clubs, athletics, or helping their parents with younger siblings. Best practices show that afterschool programming for high school students should not be measured by hours of attendance but by what happens when youth are present. The CTAC intends to fund applicants that propose afterschool enrichment clubs for high school students. The purpose of the clubs is to engage high school students, throughout the school year, in activities that cover the following components.

- Career Exploration
- College Prep
- Work force Development
- Leadership Development
- Life Management Skills
- Academic Support and Enrichment

Collaboration

It is expected that CTAC funded providers will demonstrate effective partnerships with collaborative services that would contribute to positive experiences for youth. CTAC is also devoted to supporting collaborative partnerships by expanding its Youth Development Capacity Building Collaborative (YDCBC) and offering trainings and workshops to providers and the youth they serve. Contractors are expected to send staff to training opportunities offered by

the CTAC. The CTAC Board is also making final decisions regarding priority areas. Award recipients of this afterschool RFP must allow CTAC funded partners to address different enrichment topics with enrolled youth. Topics could include but are not limited to heath, cultural arts, and safety, etc.

Target Population:

Contractors will recruit and enroll children, kindergartners through 8th grade, into afterschool programming, and high School students for afterschool enrichment clubs. All students recruited shall reside in Alachua County. All recruitment should follow the guidelines below:

- Children whose income is less than 400% of the 2023 federal poverty threshold guidelines.
- Children with Individualized Educational Plan (IEP) or 504 plans whose families also meet the income requirements.
- Children from families receiving SNAP benefits.
- Children in foster care, children in voluntary and formal kinship care, and children under in-home case management supervision.

2023 Poverty Guidelines for 48 Contiguous States

Persons in Family/Household	200%	400%			
2	\$39,440	\$78,880			
3 \$49,720 \$99,440					
4 \$60,000 \$120,000					
5	\$70,280	\$140,560			
6 \$80,560 \$161,120					
7 \$90,840 \$181,680					
8	\$101,120	\$202,240			
For families/households with more than 8 persons, add \$5,140 for each additional person.					

Source: HHS Poverty Guidelines for 2023

Quality for Afterschool Programs:

The CTAC seeks to fund afterschool providers offering a range of programming activities. Applicants have the flexibility to implement creative and innovative programs that meet the needs and interests of children enrolled in their programming. The Florida Standards for Quality Afterschool Programs define the core principles and best practices that lead to the delivery of quality programming. Successful applicants should strive to meet the Florida Standards for Quality Afterschool Programs as outlined below.

- 1. **ADMINISTRATION AND ORGANIZATION** Provide a solid framework for equitable afterschool programming; state a mission, philosophy, and goals, in accordance with local and state regulations.
- 2. **PROGRAM MANAGEMENT AND STAFF** Employ qualified administrative and afterschool educators who are focused on the needs of children, families, and fellow staff.

- 3. **COMMUNICATION AND INTERACTION** Provide ways to foster and enhance respectful communication, trauma-informed care, sense of belonging and safety, and positive interactions among children and youth, families and staff while recognizing that people often have many types of trauma in their lives.
- 4. **PROGRAM STRUCTURE AND ACTIVITIES** Planning of safe, equitable, inclusive and developmentally appropriate social, recreational, and educational opportunities.
- 5. **HEALTH, SAFETY, AND NUTRITION** Provide developmentally appropriate environments that protect and enhance the safety, physical and social emotional health of children, and meet local and state requirements.
- 6. **PROGRAM ENVIRONMENT** Provide safe, developmentally appropriate, and inclusive indoor and outdoor environments, meeting local and state requirements.
- 7. **FAMILY AND COMMUNITY INVOLVEMENT** Provide program/family engagement opportunities connected to schools, businesses and community partners.

For access to the Florida Standards for Quality Afterschool Programs, visit the Florida Afterschool Network page at https://flafterschool.com/resources/standards

Service Locations

The CTAC expects to fund afterschool program sites throughout Alachua County. Applicants may propose to serve one or more program sites throughout Alachua County. Applicants may provide services in a variety of locations, including, but not limited to schools, city or county parks and facilities, faith-based locations, and community organizations. Best practices indicate providing services at sites that do not charge or charge minimally for space (such as schools, parks, and faith-based locations) results in higher investments in staffing that can support program quality.

The physical environment in which a program operates is a foundation for the youth's experience in a program. Indoor and outdoor spaces should be able to adequately and safely accommodate all program activities. Key features of high-quality service locations include:

- Can safely and comfortably accommodate the various activities offered and/or can be rearranged to meet the various needs of the program (e.g., spaces for physical games, creative arts, individual /quiet workspace and eating/socializing).
- The outdoor environment is suitable for a wide variety of activities, including physical activity, group games, and individual play.
- Alternative plan if an environment is inaccessible due to weather or other external factors.

Scheduling, Frequency, and Duration:

Successful applications will offer afterschool services and programming for a minimum of 4 days per week, 1.5 hours per day. Afterschool programs should be offered in person during school days as determined by Alachua County School District. Successful applicants will need to show how CTAC funds will help them expand their program or create a new program where access to afterschool programming does not exist. Providers must establish an attendance policy consistent with this requirement.

Documenting Student Attendance

Attendance rosters of all afterschool programs must be organized, accurate and provided as part of the respective deliverable schedules.

Provision for Arrival and Departure of Youth

All programs must also have a clear strategy for the safe transportation of youth to and from the school, the community-based site (if off-site), and their home. At a minimum, the CTAC expects that youth shall not be released to any person other than the person(s) authorized or in the manner authorized in writing by the custodial parent or legal guardians.

Site profile and Budget

For each site applicant is seeking funding for, a site profile must be completed with the following information:

- 1. Site Information: Site name, address, contact information, grades served, site dates and hours of operation, executive summary.
- 2. Site Staffing: Position name, number of positions and description of duties. See staffing section for specific requirements.
- 3. Overall # of expected children for each site.
- 4. Number of additional children expected to serve with CTAC funds.
- 5. Site hours and operation, site description and executive summary.
- 6. Site Budget Summary: Site budgets will be calculated based on the site level detail entered.

Staffing:

Highly qualified staff members capable of developing strong, positive relationships with youth participants are a key component of successful youth programs. Applicants must demonstrate solid staff experience with similar services, including certifications and/or years of service. When possible, programs are encouraged to consider hiring staff from local schools that primarily serve their participants to increase collaboration and communication opportunities with youth's schools. In addition, the CTAC expects program staff be given sufficient time for program planning, professional development, supervision and collaboration with families, other organizations that play an important role in the lives of children, and youth they serve.

- Out of School Time Experience: To bid for CTAC afterschool RFP, Contractors must have experience working with youth in out-of-school time. Out-of-school time is defined as the time a child or youth spends in supervised programming when school is not in session.
- Positions: All Contractors must identify one program director to administer the program. This individual will
 serve as the primary contact for CTAC in all matters related to the afterschool program. At the minimum, the
 program director will be responsible for managing and implementing the program as described in the
 afterschool Site Profile to ensure that the Contractor meets its responsibilities to CTAC under the contract
 promptly.
- Ratios: Ratios should be designed to meet the needs of the students targeted by the program. Contractors
 shall implement a ratio no greater than 1:20 ratio of staff/youth. Providers may recommend a smaller ratio
 and provide justification.
- Background Screening: All staff working in CTAC-funded programs must comply with Level 2 background screening and fingerprinting requirements in accordance with § 943.0542, Fla. Stat., § 984.01, Fla. Stat., § 435, Fla. Stat., § 402, Fla. Stat., § 39.001, Fla. Stat., and § 1012.465, Fla. Stat. as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine

employment eligibility prior to employment. An Affidavit of Good Moral Character must be completed prior to hire for each employee, volunteer, and subcontracted personnel who work in direct contact with children. Program providers will be required to re-screen each employee, volunteer and/or subcontractor every five (5) years. Note: In the event that a staff member is disqualified, due to an ineligible background screen, they may request an exemption from disqualification by completing an Intent to Apply for Exemption from Disqualification. https://www.myflfamilies.com/services/background-screening/apply-exemption-disqualification

• Infant and Child CPR/First Aid: Each afterschool program must always have at least one staff member on-site and during field trips with a current and valid certification in first aid training and infant and child cardiopulmonary resuscitation (CPR) procedures. CPR training may be classroom or online instruction and must include an on-site instructor-based skills assessment that is documented by a certified CPR instructor. Documentation of the online course and on-site assessment must be maintained on file at the facility.

Data Collection:

All funded entities will be required to collect and report on the data specified throughout the school year. The Trust recognizes the importance of data security and technology resources required to operate effectively and provide accurate reporting on outcomes. The Trust is in the process of transitioning to an online integrated data system, SAMIS, which the Contractor will input data on a weekly basis. With every new system challenges are expected. The CTAC is devoted to working with Contractors and allowing for extended due dates for entering data, if needed. Weekly entry is a best practice, but monthly data entry is required to receive payment for services. Contractors will report identifiable child information (e.g., name, date of birth) to facilitate receipt of on-going services, monitoring, and evaluation of outcomes overtime. All individuals who collect participant data, specifically that which contains personally identifying information (PII), are required to take measures to protect and secure it consistent with its Data Collection and Management Policy. Contractors are expected to attend all trainings related to data collection, data system access, and appropriate system usage.

Demographics

Contractors will ensure completion of CTAC's *Child Enrollment Form* for each child receiving a scholarship to support submission of data to CTAC.

- Gender
- Date of Birth
- Race
- Ethnicity
- Language Spoken at Home
- School Name
- Grade (must be K 12th)
- Residence City (must be Alachua County)
- Residence ZIP (must be Alachua County)
- Scholarship Eligibility Criteria (i.e., income below 400% FPL, IEP and/or 504 plans, in foster care, kinship care, under in-home case management, family receiving SNAP benefits)

Participation

Contractors are expected to collect and report the following on each child served individually.

- Days Attended
- Date of Enrollment

- Date of Discharge
- Reason for Discharge
- Participation in Specified Enrichment Program as Applicable.

Curriculum Implementation – As applicable

- -Days of Programming
- -Program Schedule
- -Program Content Delivery

Survey and Assessments – As applicable

Literacy & Math Assessments (K-8) Youth Development Survey (6-12) Family Satisfaction Survey (K-12)

Parent/Caregiver Consent

To inform parents/caregivers of demographic, eligibility, and attend information shared with CTAC. To permit/deny use of photography or media of their child(ren).

E. Evaluation Criteria

Each application will be evaluated against the following set of criteria.

Evaluation	Review Guidelines	Points
Criteria		Awarded
Past Experience	Describe the experience your organization and staff have	0-25
	working with children in out-of-school time.	
Project Plan	1. Please describe the service location, the community need, and	0-25
	how your program addresses the need.	
	2. Describe the target population(s) you intend to reach, including	
	how you will recruit them.	
	3. Describe your proposed program and how services will be	
	implemented for each age group (elementary, middle, high) you	
	intend to offer services. If your proposal includes literacy and	
	math programming, please detail the following: (1) Identify the	
	literacy and math programming/curriculum and how it will be	
	implemented and sustained. (2) How will you measure progress	
	in children's literacy and math skills? (3) How will you ensure	
	pre and post assessments are completed? Be sure to include	
	specifics, as it relates to required components for elementary,	
	middle school, and high school.	
	4. Describe how CTAC funds will be used to expand your current	
	program or create a new program where access to afterschool	
	programming does not exist.	
	5. Describe your organization's collaborative efforts and how those	
	efforts positively impact your services and improve the lives of	
	the children you serve.	
Agency Stability &	Describe your organization's mission and services.	0-25
Capability	2. Describe your organizational capacity to carry out the proposed	

	project plan. 3. Describe how your organization will sustain your proposed program beyond the term of the contract.	
Budget	 Detail the financial support (from whom and amount) you receive for your proposed program. Including in-kind services your organization leverages. (Detail Tab 2 of the budget) Describe your organization's fundraising activities. Submit complete and accurate budget and budget narrative forms. Attach all CTAC required fiscal documents forms. (1) Copy of current 990 form or current Organizational Annual Audit. 	0-25
		Max points =100

Application Score	Funding Recommendations	
80 - 100	Recommended for funding	
70-79.9	Recommended for funding, contingent upon available funding	
69.9 and below	Not Recommended for funding	
Ten bonus points will be applied for each of the following areas	 Organizations whose proposals include sites that are in municipalities outside the Gainesville area and rural unincorporated communities. Examples include, but are not limited to Fairbanks, Windsor, and Monteocha. Organizations whose proposals offer afterschool 5 days a week. 	

Funding Restrictions

The following is a general list of restrictions. If there are items not on the list that you want to inquire about, please submit the scenario and/or question in writing to Procurement@childrenstrustofalachuacounty.us during the question and answer period.

• Improvements to buildings and/or land

Are not allowed.

• Building maintenance and janitorial service

General building maintenance, including pest control, is not allowed for non-program areas.

• Lawn maintenance

Not allowed.

• Rent or mortgage payments

Rent and mortgage payments are authorized only if the location is where direct services are provided to program participants. Only the percentage of CTAC funds will be authorized for reimbursement.

Utilities

Authorized only if used by program participants. If the building houses non-program participants (such as staff) the amount/percentage of utilities used for the program participants must be calculated and only that amount/percentage will be authorized for reimbursement.

Vehicles

The purchase of vehicles is not allowed.

Vehicle Fuel

Fuel is allowed only for program related transportation.

Vehicle Rental

Rental of a vehicle is allowed for transporting program participant(s) to a program-related event(s). Insurance and accessory coverage on rental vehicles are not billable.

• General Transportation

Vehicle-related expenses are not allowed for the transportation of non-program participants.

Fundraising

Expenses for fundraising are not allowed.

• Membership Fees or Dues

Membership fees or dues are not allowed.

• Staff/Volunteer Gifts/Awards/Recognition

Gifts, awards or other expenses related to employee or volunteer celebration, recruitment, recognition events or activities are not allowed.

Communications

General office internet for employees is not an allowable expenditure; however, if the internet access is required for the program, then this would be allowed. Office phones and cell phones are allowed if they are used for the purpose of the program. Only the percentage of CTAC funds will be authorized for reimbursement.

Office Equipment/Furniture

Maintenance, purchase or rental of office equipment is not allowed.

Salaries/Benefits

Salaries/benefits for staff not assigned to directly deliver program services are only allowed in you indirect cost, which is 10% of your program budget.

F. Review and Selection Process

The following is a general description of the process by which a contractor will be selected for award of acontract 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 withany CTAC official or employee other than the CTAC employee designated as the Project Manager. The Project Manager may be reached at their email address on the RFP cover page. Prospective contractors and 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. 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.
- 4. The CTAC's Program Department will take the following actions to determine the merits of the proposals and ensure the Contractor meets the mandatory qualifications to bid:
 - 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 years. Contractors that fail to meet the minimum qualifications stated in the solicitation or that have, in the past three 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.
- 5. **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 whatis proposed.
- 6. 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 cost for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the CTAC Board.
- 7. **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 complywith the requirements of the solicitation and resulting contract. Any future amendments, extensions ormodifications to the contract that would exceed the CTAC Board's approved award amount or the approved contracting period require further Board approval.
- 8. **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 full businessdays after the Board's award decision has been made. All bidders or proposers will be sent an email with the notice of award to the email 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, 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 datestamped 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 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 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 CTACBoard 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 awardas deemed appropriate within three 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 business days of the CTAC Board meeting. The decisionshall 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.
- 9. 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:
☐ Form 1 - Prospective Contractor Certification
☐ Form 2 – Budget and Narrative
☐ Form 3 – Organizational Information and Organizational Narrative
☐ Form 4 – Site Profiles – Must be completed for each site requested
□ Attachment 1 – Current 990 form or Organization Annual Audit
☐ Attachment 2 - DCF License or Exemption per Site
☐ Attachment 3 — Electronic Logo in JPG format (used to promote program)
☐ Attachment 4 – Proof of active Legal Status from Sunbiz.org
(http://search.sunbiz.org/Inquiry/CorporationSearch/ByName)

All completed applications (including forms and attachments) shall be submitted via email procurement@childrenstrustofalachuacounty.us by deadline. Please clearly label all application materials with the organization's name and form name.

- Subject Line: [Organization Name] Afterschool Programming Application
- Attachments must be included in a single email to be considered completed Please clearly label all application materials with form name and organization. For example, "Form 1 Organization Name", "Form 2 Organization Name".

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 those 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 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 its proposal the name, mailing address, email 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, prospectivecontractors 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 thecontractor 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 its 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 exercised 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 accommodation 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 bidders' conference (if any) or anyother visit to the CTAC's facilities. The prospective contractor shall request accommodations at time of registration.

Application for RFP # 2023-01

FORM 1- Prospective Contractor Certification

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

- 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.	Prosp	ective	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.
- 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, to furnish the subject services for a Firm Fixed Contract Price of \$ (Total Funding Request Across Sites)

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:	
Payment Address (if different):	
Payment City, State, & Zip:	
Federal Employer ID Number:	
Email Address:	
By: (Signature)	Title:
Name: (Typed or Printed)	

 $\label{thm:constraint} \textit{Unsigned certifications may result in a determination that the proposal is non-responsive.}$

Program Budget Summary FY 2023-2024

NAME OF AGENCY (LEGAL NAME):			
PROGRAM NAME:			
	Total Cost	Request from CTAC	Other Sources
Personnel Expenses	Total Cost	nequest from circo	other sources
Personnel	\$0.00	\$0.00	\$0.00
Fringe	\$0.00	\$0.00	\$0.00
Total Personnel Expenses	\$0.00	\$0.00	\$0.00
Operating Expenses Transportation	\$0.00	·	
Transportation	\$0.00	\$0.00	\$0.00
Office Supplies	\$0.00		•
Program Supplies	\$0.00	·	· ·
Contractual & Professional Services	\$0.00	· ·	·
Certifications & Training	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00
Communications	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00
Equipment and Maintenance	\$0.00	\$0.00	\$0.00
Other Operating Expenses	\$0.00	\$0.00	\$0.00
Total Operating Expenses	\$0.00	\$0.00	
Subtotal Personnel and Operating	\$0.00	\$0.00	\$0.00
Indirect Expenses (Maximum of 10%)**		\$0.00	

INDIRECT EXPENSES**

Total Expenses

Indirect expenses are considered to be general and or shared use for the primary organization and may mutually benefit more than the CTAC awarded program. Indirect expenses are not directly needed for the operation of the CTAC program. Example: a payroll company, The HR Department, Accounting & Finance, Data/I.T.

If you are asking for indirect expenses, you must provide the details showing overall costs of allowable expenses. Proof of cost allocation plan will be required.

\$0.00

\$0.00

\$0.00

Other Funding Sources or Revenues (include all revenue sources outside of CTAC)

SOURCE	AMOUNT
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$0.00

DESCRIPTION		

PERSONNEL

		% OF TIME ON THIS		REQUESTED		
POSITION TITLE	Annual Salary	PROJECT	TOTAL COSTS	FROM CTAC	OTH	HER SOURCES
Example Program Coordinator	\$ 25,000.00	50%	\$ 12,500.00	\$ 50.00	\$	12,450.00
			\$ -		\$	-
			\$ -		\$	-
			\$ -		\$	=
			\$ -		\$	-
			\$ -		\$	-
			\$ -		\$	-
			\$ -		\$	=
			\$ -		\$	-
			\$ -		\$	-
		TOTAL PERSONNEL	\$ •	\$ -	\$	-

WAGES - Enter each position separately in the table above and indicate the gross wages associated with that position. If you are requesting funds for multiple people in a position, please identify the total number after the position title (i.e. Tutors (5)). In the justification area below, show the calculation method for that amount (i.e. 5 tutors at \$200.00/week for 52 weeks would be: $5 \times $200 \times 52 = $52,000.00$). You may list each separately if you prefer.

If you are asking for fringe please complete the "fringe worksheet".

The reimbursement amount for benefits should be calculated based on the EMPLOYER'S rate for single coverage, not the EMPLOYEE'S portion.

Please DO NOT include contract employees in this section.

JUSTIFICATION: Describe the role and responsibilities of each position. (insert justification here):

POSITION TITLE	<u>DESCRIPTION</u>
Example: Youth Care Worker	Responsible for the direct care and needs of the clients. Has direct supervision of the client at all times.

FRINGE

				LIFE AND	WORKERS'				REQUESTED	OTHER
POSITION TITLE	Annual SALARY	Social Security	MEDICARE	HEALTH INS	COMP	RETIREMENT	OTHER	TOTAL ANNUAL COST	FROM CTAC	SOURCES
Example Program Coordinator	\$12,500.00	\$775.00	181.25	\$600.00	\$120.00	\$350.00	\$10.00	\$2,036.25	\$500.00	\$1,536.25
	\$0.00	\$0.00	-					\$0.00		\$0.00
	\$0.00	\$0.00	1					\$0.00		\$0.00
	\$0.00	\$0.00	1					\$0.00		\$0.00
	\$0.00	\$0.00	1					\$0.00		\$0.00
	\$0.00	\$0.00	-					\$0.00		\$0.00
	\$0.00	\$0.00	-					\$0.00		\$0.00
	\$0.00	\$0.00	-					\$0.00		\$0.00
	\$0.00	\$0.00	-					\$0.00		\$0.00
	\$0.00	\$0.00	1					\$0.00		\$0.00
							TOTAL FRINGE	\$0.00	\$0.00	\$0.00

FRINGE - Enter each position separately in the table above and indicate the associated wages and fringe benefits associated with the position. If you are asking for more than one person in a position, please Identify the total number after the position title and in the justification area below show how you arrived at the total wages and benefits. (Example 5 tutors at 200.00 per week for 4 weeks would be: 5 tutors x 200 per week = 1000.00 per week multiplied by 52 weeks = 52000.00 for all 5 tutors). If you are asking for fringe benefits for these positions please complete the "fringe worksheet" as well.

When determining cost of benefits for reimbursement, the amount should be based on a single coverage rate and is the employer's contribution amount not the employee portion.

Please DO NOT include contract for service employees in this section.

JUSTIFICATION: Describe the role and responsibilities of each position.

TRANSPORTATION

	Estimated Monthly	NUMBER OF	TOTAL ANNUAL	REQUESTED	OTHER
PURPOSE OF TRANSPORTATION	Cost	Months	COST	FROM CTAC	SOURCES
Example Weekly School pickup	\$ 100.00	12	\$1,200.00	\$500	\$700.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Transportation –The purchase of vehicles is not allowed. Fuel is allowed only for program-related transportation. Rental of a vehicle is
allowed for transporting program participant(s) to a program-related event(s). Insurance, taxes, and accessory coverage on rental
vehicles are not billable. Vehicle-related expenses are not allowed for the transportation of non-program participants.

Please DO NOT include travel, certifications or training of employees in this section.					
JSTIFICATION: Describe the purpose of transportation and how costs were determined. (insert justification below)					
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OFFICE SUPPLIES

ITEA A	CHANTITY	COST DED LINUT	TOTAL COST	REQUESTED	OTHER
ITEM	QUANTITY	COST PER UNIT	TOTAL COST	FROM CTAC	SOURCES
Example Copy Paper	12	\$50	\$600.00	\$300	\$300.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
	· ·		\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Office Supplies – The purchase of generally recognized office supplies (i.e. pens, paper, printer ink, ink cartridges, etc.) is allowable.
If you have specific supplies for your program, please indicate them under Program Supplies.

PROGRAM SUPPLIES

ITEM	ANNUAL COST	TOTAL COST	REQUESTED FROM CTAC	OTHER SOURCES
Example Art Supplies	\$200.00	\$200.00	\$100	\$100.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
		\$0.00	\$0	\$0.00
	TOTAL COST	\$0.00	\$0.00	\$0.00

Program Supplies - Program supplies can be described as supplies/materials necessary to the function of your program (i.e. t-shirt purchases, program material purchases, notebooks, crayons, mats). T-shirts and program materials must display the CTAC logo in a prominent location.

CONTRACTUAL & PROFESSIONAL SERVICES

	SEESIONS OR			REQUESTED	
NAME OF CONTRACT	HOURS	RATE	TOTAL COST	FROM CTAC	OTHER SOURCES
Example Mental Health Counselor	12	\$ 200.00	\$2,400.00	\$0	\$2,400.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
	_		\$0.00	\$0	\$0.00
	-		\$0.00	\$0	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Contract Services - A contractual arrangement to carry out a portion of the programmatic effort or for the acquisition of routine goods or services under this agreement. Such arrangements may be in the form of consortium agreements or contracts.

A copy of the signed agreement is required, along with a timesheet or other method of timekeeping. These items are to be submitted with the reimbursement request. Lawn maintenance and land improvements are not allowed. General building maintenance, including pest control, is not allowed for non-program areas.

Professional Services-A consultant is an individual retained to provide professional advice or services for a fee. A copy of the contractual agreement is required, along with a timesheet or other method of timekeeping. These items are to be submitted with the reimbursement request.

Note: Please do not include regular employees in the section.

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CERTIFICATIONS AND TRAINING

		COST EACH /		REQUESTED	OTHER
TYPE OF TRAINING OR CERTIFICATION	QUANTITY / STAFF	ENROLLMENT	TOTAL COST	FROM CTAC	SOURCES
Example Safe Kids Training	4	\$1,100.00	\$4,400.00	\$0	\$4,400.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Certifications, Travel and Training – All reimbursement requests for this section must be program-related. Copies of all documentation and receipts (i.e., car rental, hotel stay, mileage, per diem charges and itinerary) must be included in the reimbursement packet. Copies of the certificates must be included.

JUSTIFICATION: Describe the purpose of Certification or Training and how costs were determined. (insert justification below)					

PRINTING

ITEM	QUANTITY	COST PER UNIT	TOTAL COST	REQUESTED FROM CTAC	OTHER SOURCES
Example Printing program flyers	500	\$0.20	\$100.00	\$100	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
		_	\$0.00	\$0	\$0.00
			\$0.00	\$0	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Printing - Consists of printing customized items for your specific programs (t-shirts, program materials, work packets, etc.) is allowable. An invoice for these purchases must be included in the reimbursement packet. The CTAC logo must be displayed in a prominent position.

	JOSTIFICATION: Describe the purpose of printing and now costs were determined. (insert justification below)					
	3					
ı	<u>, </u>					

COMMUNICATION

ITEM	NUMBER OF MONTHS	COST PER UNIT	TOTAL COST	REQUESTED FROM CTAC	OTHER SOURCES
Cell Phone bill	12	\$102.00	\$1,224.00	\$150.00	\$1,074.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
	_	_	\$0.00	\$0.00	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Communications – You may be reimbursed for internet access if the internet access is required for the program. Office phones and cell phones are allowed if used for the purpose of the program. Only the percentage of CTAC funds will be authorized for reimbursement. Specific internet programs/services for the function are allowable (i.e., MailChimp, fitDegree, Cox, etc.).

INSURANCE

		COST PER		REQUESTED FROM	OTHER
TYPE OF INSURANCE	QUANTITY	MONTH	TOTAL COST	CTAC	SOURCES
Example General Liability	12	\$400.00	\$4,800.00	\$4,800.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	0.00	\$0.00
			\$0.00	0.00	\$0.00
			\$0.00	0.00	\$0.00
			\$0.00	0.00	\$0.00
			\$0.00	\$0.00	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Insurance – Liability and other types of insurance for your specific type of program is allowable. A copy of the policy with premium due dates and amounts must be included in the reimbursement submission each month that the coverage is in effect.

JUSTIFICATION: Describe the purpose of the Insurance and how costs were determined. (insert justification below)					

ION-CAPITAL	EQUIPMENT	& MAINTENANCE
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				REQUESTED	OTHER
ITEM	QUANTITY	COST PER UNIT	TOTAL COST	FROM CTAC	SOURCES
Example printer HP 428	1	\$250.00	\$250.00	\$100.00	\$150.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Non - Capital Equipment (< \$1000) - Maintenance, purchase or rental of office equipment is not allowed. Equipment that is utilized for the specific purpose of the program (printers, laptops, etc.) that can be used for several years are allowable expenditures. Any real property must have a CTAC logo displayed in a prominent location.

JUSTIFICATION: Describe the purpose of equipment or maintenance and how costs were determined. (insert justification below)				
2	1			

OTHER OPERATING EXPENSES

OTHER OF ERRAING EXTENSES					
		COST PER UNIT			
	QUANTITY OR	or MONTHLY		REQUESTED	OTHER
ITEM	MONTHS	AMOUNT	TOTAL COST	FROM CTAC	SOURCES
Example Building Rental	12	\$1,200.00	\$14,400.00	\$500.00	\$13,900.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

Other Operating Expenses - Rent and mortgage payments are authorized only if the location is where direct services are provided to program participants. Only the percentage of CTAC funds will be authorized for reimbursement. Utilities are authorized only if used by the program participants. If the building houses non-program participants (such as staff), the amount/percentage of utilities used for the program participants must be calculated and only that amount/percentage will be authorized for reimbursement.

Please note: A square foot percentage calculator can be found by google search.

JUSTIFICATION: Describe the purpose of other operating expenses and how costs were determined. (insert justification below)				



Application for RFP # 2023-01

FORM 3 – Organizational Information and Organizational Narrative

Organizational Information			
Organization Name (Legal Name)			
Primary Contact Name			
Primary Contact Phone			
Primary Contact Email			
Organization is an eligible applicant Eligible applicants may be governmented for-profit organizations, or faith-based a services within Alachua County. Applicated qualified to conduct business in the State of Florida, and must be qualified to conduct service and contract start date(s). Eligible qualified to conduct business in the State of their service award. All contractors we current general liability insurance before The CTAC is prohibited from contracting under the exclusive jurisdiction of the per Additionally, Alachua County Public Schapplicants that operate a charter school funding. § 125.901, Fla. Stat.	organizations providing onto should be currently or of Florida, under the laws duct business on or before the le applicants must remain or of Florida for the duration will be required to have e contracts can be executed. It with programs that are sublic-school system.	□ Yes □ No	
Organizations meets minimum requ		□ Yes	
Organizations can apply for funding bas requirements:	ed on the following	□ No	
regulieries.			
a. All proposed services must take p	-		
 b. Applicant must be currently qual State of Florida. 	flea to conduct business in the		
c. Applicant must not be a charter s school system in the State of Flor			
 d. Applicant must have experience school time. 	working with youth in out-of-		
e. Applicant must be a licensed of program, in accordance with § 40 Stat., § 120.60, Fla Stat.			
 f. Applicant must offer services through 8th grade for a minimur per day and/or afterschool enri students, 9th – 12th grade. 	n of 4 days a week, 1.5 hours chment clubs for high school		
g. Applicant must offer in person of 23-24 school year.	fterschool services during the		
h. Applicant must implement a you	th ratio of 1 to 20.		

Contract termination for default in last five years?	☐ Yes ☐ No
Has the contractor had any contracts terminated for defau past five years?	It in the
Organizational Narrative	
Is your afterschool program licensed through the is your program exempt through the Florida Depa copy of your programs updated license or exemption.	rtment of Children and Families. (Please provide a
Click or tap here to enter text.	
2. Has your program received any DCF class violation course of action and provide a copy of the violation	
Click or tap here to enter text.	
3. Are current staff cleared through the DCF clearing be required before contract execution. (Note: In the cineligible background screen, they may request an exto Apply for Exemption from Disqualification. https://screening/apply-exemption-disqualification)	event that a staff member is disqualified, due to an emption from disqualification by completing an Intent
□Yes □No	
4. Describe your organization's ability to hire and background screening requirement (DCF Clearing)	
Click or tap here to enter text.	oo 0 25 Doints
Past Experience	CE U-25 POINTS

5. Describe the experience your organization and staff have working with children in out-of-school time.

Clic	ck or tap here to enter text.
	Project Plan 0-25 Points
6.	Please describe the service location, the community need, and how your program addresses the need.
Clic	ck or tap here to enter text.
7.	Describe the target population(s) you intend to reach, including how you will recruit them.
Clic	ck or tap here to enter text.
8.	Describe your proposed program and how services will be implemented for each age group
	(elementary, middle, high) you intend to offer services. If your proposal includes literacy and math
	programming, please detail the following: (1) Identify the literacy and math programming/curriculum and how it will be implemented and sustained. (2) How will you measure progress in children's literacy
	and math skills? (3) How will you ensure pre and post assessments are completed? Be sure to include
	specifics, as it relates to required components for elementary, middle school, and high school.
Clid	ck or tap here to enter text.
9.	Describe how CTAC funds will be used to expand your current program or create a new program
	where access to afterschool programming does not exist.
	Click or tap here to enter text.
1	

10. Describe your organization's collaborative efforts and how those efforts positively impact your services and improve the lives of the children you serve.
Click or tap here to enter text.
Agency Stability & Capability 0-25 Points
11. Describe your organization's mission and services.
Click or tap here to enter text.
12. Describe your organizational capacity to carry out the proposed project plan.
Click or tap here to enter text.
13. Describe how your organization will sustain your proposed program beyond the term of the contract.
Click or tap here to enter text.
Budget 0-25 points
14. Detail the financial support (from whom and amount) you receive for your proposed program. Including in-kind services your organization leverages. (Detail Tab 2 of the budget)
Click or tap here to enter text.
15. Describe your organization's fundraising activities.

Click or tap here to enter text.
Additional Questions
16. Please describe your program's Discipline and Behavior Management Plan.
Click or tap here to enter text.
17. Describe your program's staff to child ratio.
Click or tap here to enter text.
18. Describe how your afterschool program aligns with the 7 Florida Standards for Quality After-School
Programs. https://flafterschool.com/resources/florida-standards-for-quality-afterschool-programs/
Administration and Organization - Provide a solid framework for equitable afterschool programming; state a mission, philosophy, and goals, in accordance with local and state regulations. Click or tap here to enter text.
Program Management and Staff - Employ qualified administrative and afterschool educators who are focused on the needs of children, families, and fellow staff. Click or tap here to enter text.
click of tap here to effect text.
Communication and Interaction - Provide ways to foster and enhance respectful communication, trauma- informed care, sense of belonging and safety, and positive interactions among children and youth, families and staff while recognizing that people often have many types of trauma in their lives. Click or tap here to enter text.

Program Structure and Activities - Planning of safe, equitable, inclusive and developmentally appropriate social, recreational, and educational opportunities. Click or tap here to enter text.
Health Safety and Nutrition - Provide developmentally appropriate environments that protect and enhance the safety, physical and social emotional health of children, and meet local and state requirements. Click or tap here to enter text.
Program Environment - Provide safe, developmentally appropriate, and inclusive indoor and outdoor environments, meeting local and state requirements. Click or tap here to enter text.
Family and Community involvement - Provide program/family engagement opportunities connected to schools, businesses and community partners. Click or tap here to enter text.
19. Endemic interruption plans: What plan does your organization have in place for any endemic related interruptions to your programming, such as flu?
Click or tap here to enter text.



Application for RFP # 2023-01

FORM 4 -Site Profile

Complete a site profile for each site requesting funding

1.Site information				
Organization Name				
Site Name				
Program Name				
Site Address (Please provide full address)				
Site Contact Name				
Site Phone Number				
Enrollment Phone Number				
Site Contact Email				
Website				
Social Media links	Facebook:	Twitter:	Instagram:	
Site Grades Served	Elementary Kindergarten 1st grade 2nd grade 3rd grade 4th grade 5th grade Middle School 6th grade 7th grade 8th grade High School 9th grade 10th grade 11th grade 12th grade			
Overall # of children at site Provide the overall number of children served for afterschool program for the last year (if any), expected # without any CTAC funding and additional # of children expected if CTAC funded	Total # of afterschool children y	rou expect to serve this school term (Non-CT children you expect to serve this school term (Non-CT double this school term)		

Site Hours of Operations	
Provide specific dates and hours of operations afterschool services	
will be offered	
Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the afterschool program. Note: If your organization does not own the facility that your afterschool program will be held in, you must provide the CTAC with a facility agreement before contract execution.	
Executive Summary Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC	

Instruction: Describe how your site will provide appropriate staffing. Refer to RFP guidelines for staffing requirements including positions and ratios

2. Site Staffing				
Position Name	Number of Positions	Description of Duties		

MODEL CONTRACT FOR SERVICES BETWEEN THE CHILDREN'S TRUST OF ALACHUA COUNTY AND

THIS CONTRACT made and entered into this day of, A.D., 20 b	y
and between the Children's Trust of Alachua County, an independent taxing district in Alachua County	7,
hereinafter referred to as the "CTAC", and "", a not for profit corporation organized under the laws of	f
the State of Florida hereinafter called the "Contractor". Collectively hereinafter CTAC and the	e
Contractor are referred to as the "Parties".	
WITNESSETH:	
WHEREAS, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., e	
seq. Alachua County Code of Ordinances, for the purpose of providing children's services throughout	ıt
Alachua County; and,	
WHEREAS, the CTAC is charged with providing for a number of developmental an	4
supportive services for children as set forth in § 125.901, Fla. Stat.; and,	u
WHEREAS, CTAC is desirous of entering into an Agreement with to suppo	t
programs and its services provided by the Contractor;	
NOW, THEREFORE, in consideration of the mutual promises and covenants containe	d
herein, and other good and valuable consideration, the receipt and sufficiency of which	
acknowledged by the Parties, the Parties hereby agree as follows:	_
Section 1. <u>Term:</u>	
A. This agreement shall commence on and continue through and including	
, unless earlier terminated, as provided herein. CTAC performance and obligation t	
pay under this agreement is contingent upon a specific annual appropriation by the Children's Trus	
of Alachua County. The parties hereto understand that this Agreement is not a commitment of future	e
appropriations.	
Section 2. Scope of Services:	
Section 2. Scope of Services.	
A. The Convices will be menformed by the Contractor of an effect in Attack.	
A. The Services will be performed by the Contractor as specified in Attachment A : Scope of Services. Contractor's performance will be measured in accordance with Attachment	

Section 3. <u>Maximum Indebtedness:</u>

A. The maximum indebtedness under this agreement is (for ()contract year .	(\$)
Section 4. <u>Billing and Compensation:</u>		
A. For the performance of the services detailed in Section 2 of t CTAC shall pay the Agency an amount not to exceed (\$) as specified in Attachment B	· ·	
B. Submission of the Contractor's invoice for final payment shall Contractor's representation to the CTAC that, upon receipt by the Contractor of all obligations of the Contractor to others, including its consultants, incurred in Program, will be paid in full, that the services or expenses have not been recontractor, and that the services provided served a public purpose. The Contractor invoices via email to invoice@childrenstrustofalachuacounty.us, or to the Contractor of Alachua County PO Box 5669 Gainesville, FL 32627	f the amount in connection eimbursed by ontractor sha	invoiced, n with the y another ll submit
C. In the event that the CTAC becomes credibly informed that a relating to payment are wholly or partially inaccurate, the CTAC may withh then or in the future otherwise due to the Contractor until the inaccuracy, and corrected to the CTAC's reasonable satisfaction.	old payment	t of sums
D. Payments for all sums are contingent upon meeting the deli Attachment D : Deliverables and the approval of all supporting documents CTAC. All invoices shall contain the following statement "This request for Section 837.06 Florida Statutes." Invoices for payment shall be made in provisions of Chapter 218, Part VII Florida Statutes (Local Government Prom	ation require payment is s accordance	ed by the subject to with the
E. The Contractor shall submit invoices by the 15th of every mont invoice for the grant period by October 15th of each year. The CTAC has no ereimbursement to the Contractor for invoices which include expenses incurred grant period if submitted after October 15, 2023.	obligation to	provide
F. Invoice payments shall be sent to:		

Section 5. Audit, Records, and Reporting:

- A. The Contractor agrees to:
 - 1) Maintain financial records and reports relating to the utilization of funds.
- 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 specified in **Attachment G** shall be submitted as described in **Attachment D**. 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 via email (<u>@childrenstrustofalachuacounty.us</u>) or to CTAC following address:

Children's Trust of Alachua County PO Box 5669 Gainesville, FL 32627

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

Section 6. 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 Contract 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 7. 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 period may result in the CTAC withholding payments or the Contractor being deemed in breach or default resulting in termination of this Agreement.

Section 8. 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 9. 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:	Executive Director, Children's Trust of Alachua County
	c/o Children's Trust Custodian of Public Records

PO Box 5669

Gainesville, FL 32627

Contractor:			

Section 10. 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 any additional waiver of sovereign immunity.

Section 13. <u>Insurance:</u>

- 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 C**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment C1**.
- B. Additionally, proof of automobile insurance will be required in the event the Contractor transports children as part of their program.

Section 14. <u>Laws & Regulations:</u>

- 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.
- B. As described in **Attachment F**, if at any time contractor is aware of or suspects that abuse, neglect, or exploitation of children, disabled persons, or aged persons has occurred, as defined

in Chapters 39 and 415, Florida Statutes, he/she is required to report immediately such known or suspected abuse or neglect to the Florida Abuse Registry by calling 1-800-962-2873.

Section 15. E-Verify.

A. Pursuant to Section 448.095, Florida Statutes, 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. Subcontractor 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. <u>Collusion:</u>

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. <u>Conflict of Interest:</u>

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. <u>Construction:</u>

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 email address and shall respond to e-mail communications from the CTAC Contract Manager within twenty-four (24) business hours from the time the email was received electronically. The Contractor agrees to notify the CTAC Contract 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 Contract Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like. The contractor is responsible for ensuring that emails from CTAC are not diverted to its SPAM filter.

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. Non-Discrimination:

A. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Section 28. <u>Force Majeure</u>:

A. Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents,

fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

Section 29. <u>Award Acknowledgement of Support:</u>

A. The Contractor agrees to acknowledge the CTAC's support in all materials as specified on the CTAC website at:

https://www.childrenstrustofalachuacounty.us/programs/page/provider-resources

Section 30. <u>Electronic Signatures</u>.

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 County 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 an 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 31. 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 32. Contract Documents:

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:

- A. This document, as modified by any subsequent signed amendments
- B. Any amendments to the RFP
- C. The RFP as originally issued
- D. Any Purchase Order under the Contract
- E. 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.

	CHILI	DREN'S TRUST OF ALACHUA COUNTY	
	Ву:		
	Marsha	Marsha Kiner	
		ive Director	
	Date: _		
	APPRO	OVED AS TO FORM	
		ey for the Trust	
ATTEST (By Corporate Off	icer)	CONTRACTOR	
Ву:	By:		
Print:	Print:	Print: Title:	
Title:	Title: _		
	Date: _		
CERTIFICATE OF INC	UMBENCY AND AUTH DRIZED TO EXECUTE O	A NATURAL PERSON, PLEASE PROVIDE A ORITY, OR A CORPORATE RESOLUTION, ONTRACTS. IF SIGNATURE AUTHORITY IS ESSARY.	
FUNDING SOURCE			
FISCAL YEAR	AMOUNT	ACCOUNT NO.	

Attachment A SCOPE OF SERVICES

Attachment B Program Budget

Attachment B-1 Program Budget Narrative

Attachment C: 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 contact 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 C1: Insurance Requirement Certificate of Insurance

Attachment D Deliverables

Attachment E Performance Measures & Data Collection

Attachment F Monthly Report Form