# CHILDREN'S TRUST OF ALACHUA COUNTY RESOLUTION 2021-3 Summer RFP 2021-3

**WHEREAS,** the Children's Trust of Alachua County (CTAC) developed and approved Resolution 2020-12, Procurement Policies; and

**WHEREAS**, the Trust seeks to expand summer programming capacity for low-income families; and

**WHEREAS,** the Trust is required to approve the scope of service, minimum qualifications, evaluation criteria, and the review team,

**NOW THEREFORE**, be it ordained by the Board of Children's Trust of Alachua County, in the State of Florida, as follows:

**SECTION 1:** <u>ADOPTION</u> The Summer RFP attached hereto as Exhibit "A" is hereby adopted in its entirety as provided in Exhibit "A" and incorporated herein by this reference.

**SECTION 2: EFFECTIVE DATE** This Resolution shall be in full force and effect from March 8, 2021, and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY BOARD; this 8<sup>th</sup> day of March, 2021.

	AYE	NAY	ABSENT	NOT VOTING
Lee Pinkoson				
Dr. Maggie Labarta	<b>√</b>			
Tina Certain	<b>√</b>			
Dr. Karen Cole-Smith	<b>√</b>			
Ken Cornell	<u>√</u>			
Dr. Nancy Hardt	<u>√</u>			
Dr. Carlee Simon	<u>√</u>			
Dr. Patricia Snyder	<u>√</u>			
Cheryl Twombly	<b>√</b>			
Susanne Wilson Bullard				
Presiding Officer		Attest		
Lee Pinkoson Lee Pinkoson (Mar 12, 2021 06:04 EST)		Tina Certain (I	<b>Lita</b> Mar 13, 2021 22:28 ES	Γ)
Lee Pinkoson, Chairman			in, Treasurer	
Children's Trust of Alachua County		Children's	Trust of Alachi	ua County



## **COVER PAGE**

REQUEST FOR PROPOSAL (RFP) #:	2021-03
PROJECT TITLE:	Summer Programming
CTAC CONTACT and CTAC EMAIL ADDRESS:	Procurement@childrenstrustofalachuacounty.us
SUBMIT A QUESTION:	http://bit.ly/CTACQuestions
LAST DAY FOR QUESTIONS REGARDING THIS RFP	Friday, 3/26/2021, 6 PM ET
AVAILABLE FUNDING:	\$500,000
ANTICIPATED CONTRACT TERMS:	May 1st, 2021 – August 31 <sup>st</sup> , 2021
WEBSITE:	https://www.childrenstrustofalachuacounty.us/
RPF ISSUE DATE:	March 9 <sup>th</sup> , 2021
SUBMISSION DEADLINE:	Tuesday, 3/30/2021, 6 PM ET
PHYSICAL ADDRESS:	802 NW 5 <sup>TH</sup> Avenue
	Suite 100
	Gainesville, FL 32601
MAILING ADDRESS:	P.O. Box 5669
	Gainesville, FL 32627

### **Table of Contents**

SE	CTIC	N 1: INTRODUCTION	3
	Α.	Notice to Prospective Contractors	3
	В.	Overview of the Children's Trust of Alachua County	4
	C.	Eligible Applicants	5
	D.	Solicitation Timeline	5
SE	CTIC	ON 2: FUNDING OPPORTUNITY	6
	A.	Overview of Solicitation	6
	В.	Term of Services	
	C.	Minimum Requirements to Bid	
	D.	Scope of Service	
	_	et Population:	
	_	ramming Activities:	
		ice Locations:	
		duling, Frequency, and Duration:	
		Profile and Site Budget	
		ing:	
		Collection:	
	E.	Evaluation Criteria	
	F.	Review and Selection Process	11
SE	CTIC	ON 3: SUBMISSION INSTRUCTIONS	14
	A.	Submission Checklist	14
	В.	Application	
	FORI	M 1 – Organizational Information and Organizational Narrative	15
		M 2A - Site Profile K to 8th grade services	
	FORI	M 2B - Site Profile 9 to 12th grade services	22
	FORI	M 3 – Prospective Contractor Certification	
	C.	Proposal Preparation and Submittal Instructions for Prospective Contractors	30
SE	СТІС	NN 4: MODEL CONTRACT FOR SERVICES	<i>32</i>
		chment 1: Insurance Requirement	
		chment 2: Scope of Services	
		chment 3: Deliverables	
		chment 4: Performance Measures	
	Atta	chment 5: Data and Reporting	50

#### **SECTION 1: INTRODUCTION**

#### A. Notice to Prospective Contractors

Prospective contractors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager at link 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 questions 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 assure that all addenda have been reviewed and, if need be, signed and returned or noted in the proposal.

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

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

The Children's Trust of Alachua County (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 Alachua County to ensure every child reaches their maximum potential.

Four strategic priorities include:

- C. All children are born healthy and remain healthy.
- D. All children can learn what they need to be successful.
- E. All children have nurturing, supportive caregivers and relationships.
- F. 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 delivers 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

EVENT	DATE / DUE DATE
Release of the competitive solicitation and begin the Cone of Silence	Tuesday, 3/9/2021
Bidders' Conference and Application Training (attendance is highly recommended)  Location: Zoom, Registration link: <a href="https://us02web.zoom.us/webinar/register/WN_2WeMp9-YTvGeHN33KGxpJA">https://us02web.zoom.us/webinar/register/WN_2WeMp9-YTvGeHN33KGxpJA</a>	<b>Thursday, 3/11/2021</b> 9 AM to 10:30 AM – Bidders' 11 AM to 12 PM – Application Training
Last day to submit written questions	Friday, 3/26/2021 6 PM E.T.
Final response to all written questions posted	Monday, 3/29/2021
Application Submission Deadline	Tuesday, 3/30/2021, 6 PM E.T.
Application Review Period	3/31-4/4/2021
Funding recommendations released; end cone of silence	Monday, 4/5/2021
The Children's Trust of Alachua County Board Meeting review funding recommendations	Monday, 4/12/2021
Appeal review meetings if needed	Tuesday, 4/13/2021
Contract negotiations begin	Wednesday, 4/14/2021
Contracts begin	May 1 <sup>st</sup> , 2021

#### **SECTION 2: FUNDING OPPORTUNITY**

#### A. Overview of Solicitation

By approval of Resolution 2021-03 on March 8<sup>th</sup>, 2021, The Children's Trust of Alachua County seeks qualified summer camp providers to host kindergarteners (five years old on or before September 1st) through 12th graders from low-income families in safe and enriching summer programming in 2021. The CTAC intends to award up to \$500,000 in full and partial summer programming scholarships to summer camp providers across Alachua county.

Funding will be prioritized by percentage of children living in poverty in each zip code. See zip code table and Florida Chamber – Gap Map, 2019 for more details: <a href="https://www.flchamber.com/floridagapmap/">https://www.flchamber.com/floridagapmap/</a>

Zip Code	% Under 18 Living in Poverty
32641	39%
32603	38%
32640	29%
32601	29%
32609	27%
32607	26%
32667	24%
32643	22%
32653	21%
32694	20%
32608	17%
32615	17%
32605	14%
32618	13%
32669	13%
32606	2%

Successful applicants will be required to enter a contract with the CTAC for the services requested in this RFP within two weeks of funding announcements. 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 summer-only contracts with anticipated service dates of May 1st, 2021, through August 31st, 2021. Contracts will be fee for service, based on actual enrollment and weekly attendance of children eligible for full and partial summer camp scholarships. Contract renewals are not anticipated.

#### 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 and focus on promoting positive youth development in a safe and enriching environment.
- e. Applicant must plan to offer in-person summer camp services in summer 2021

#### D. Scope of Service

The CTAC seeks to expand access to safe and enriching summer programming for children from low-income families living in Alachua County. The following areas will be included in the scope of services under this RFP.

#### **Target Population:**

The target population for this RFP is children from low-income families living in Alachua County and who are kindergarteners (five years old on or before September 1st) through 12th graders. Under the scope of services, contractors will recruit and enroll children into summer camp programming under the following guidelines:

- Full scholarships: children from families at or below 200% 2020 federal poverty threshold, children with Individualized Educational Plan (IEP), and/or children from families receiving SNAP benefits
- Partial scholarships: children from families between 200% 400% 2020 federal poverty level Note: Children receiving school readiness funds at a site are not eligible for Children's Trust summer scholarship funds

Persons in Household		48	3 Contiguous	States and D.	C. Poverty Gu	iidelines (Ann	ual)	
	100%	133%	138%	150%	200%	250%	300%	400%
1	\$12,760	\$16,971	\$17,609	\$19,140	\$25,520	\$31,900	\$38,280	\$51,040
2	\$17,240	\$22,929	\$23,791	\$25,860	\$34,480	\$43,100	\$51,720	\$68,960
3	\$21,720	\$28,888	\$29,974	\$32,580	\$43,440	\$54,300	\$65,160	\$86,880
4	\$26,200	\$34,846	\$36,156	\$39,300	\$52,400	\$65,500	\$78,600	\$104,800
5	\$30,680	\$40,804	\$42,338	\$46,020	\$61,360	\$76,700	\$92,040	\$122,720
6	\$35,160	\$46,763	\$48,521	\$52,740	\$70,320	\$87,900	\$105,480	\$140,640
7	\$39,640	\$52,721	\$54,703	\$59,460	\$79,280	\$99,100	\$118,920	\$158,560
8	\$44,120	\$58,680	\$60,886	\$66,180	\$88,240	\$110,300	\$132,360	\$176,480
Add \$4,480 fo	r each person	over 8						

Figure 1For reference: Poverty Thresholds for 2020 by Family Size

#### **Programming Activities:**

The CTAC seeks to fund summer camp providers offering a range of programming activities. Applicants have the flexibility to implement creative, innovative programs that meet the needs and interests of children enrolled in their programming.

Based on a summer needs assessment and recommendations completed by <u>Youth Development Research-Practice Partnership (YDRPP)</u> in 2021, CTAC is in the process in building a supportive summer ecosystem where all children can thrive. The first priority in building the foundation of a thriving summer ecosystem is to offer activities under the transformative learning section of the conceptual framework including activities that focus on academic, enrichment, exploratory, and physical, health, play and recreation. Applicants will describe how they will implement at least one type of activity under this RFP but are not required to offer more than one type of activity programming. Summaries of activities are listed below for reference.

#### **Transformative Learning:**

- Academic: activities that are designed to improve success in school. Typically, these activities are led by highly trained staff such as certified teachers and/or tutors.
- Enrichment: activities that broaden knowledge and/or culture. Enrichment can cover various topics, including but not limited to STEM/STEAM, arts, music, and environmentalism.
- Exploratory: activities that engage in active inquiry, decision making, and problem solving.
- Physical, Health, Play and Recreation: activities that allow for fun, physical activity, and health.

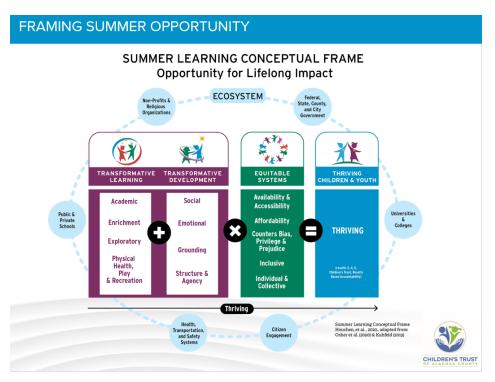


Figure 2. <u>Youth Development Research-Practice Partnership (YDRPP) –</u> Summer Needs Assessment and Conceptual Framework

#### **Transformative Development:**

- **Social:** activities that improve abilities to care, show empathy, cooperate, resolve conflict, and contribute to the group
- **Emotional:** activities that improve emotional development such as self-awareness, motivation, self-efficacy, and confidence.
- **Grounding:** activities that improve children's sense of identity, meaning, and purpose and of their role in the larger community
- **Structure and Agency:** activities that provide supportive environments for children to exercise choice and develop decision-making skills.

#### **Service Locations:**

The CTAC expects to fund summer program sites throughout Alachua County, with a concentration in high poverty communities. Applicants may propose to serve one or more program sites throughout Alachua County. Funding will be prioritized by percentage of children living in poverty in each zip code. See zip code table and Florida Chamber – Gap Map, 2019 for more details: https://www.flchamber.com/floridagapmap/

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 re-arranged to meet the various needs of the program (e.g., spaces for physical games, creative arts, individual/quiet work, 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

Zip Code	% Under 18 Living in Poverty
32641	39%
32603	38%
32640	29%
32601	29%
32609	27%
32607	26%
32667	24%
32643	22%
32653	21%
32694	20%
32608	17%
32615	17%
32605	14%
32618	13%
32669	13%
32606	2%

#### Scheduling, Frequency, and Duration:

Programs have wide latitude in this RFP concerning the schedule, frequency, and duration of their programming. However, research shows that long-term engagement improves outcomes. Therefore, the CTAC will not fund drop-in programs. Providers must establish an attendance policy consistent with this requirement.

#### **Site Profile and Site Budget**

For each site applicant is seeking funding, 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. Program Activities: Program activities offered, frequency and description
- 4. Summer Schedule and Request from CTAC: Weekly camp schedule, overall # of expected children, requested # child enrollment fees, cost per enrollment fee, requested # of weekly full scholarships, cost per weekly full scholarships, requested # of weekly partial scholarships, cost per weekly partial scholarships
- 5. Site Budget Summary: Site budgets will be calculated based on the site level detail entered. Applicants can also request reimbursements for additional program materials, fieldtrips, transportation for children served during program.

#### 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.

- 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 summer program. At
  the minimum, the program director will be responsible for managing and implementing the program as
  described in the Summer 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 and should be appropriate to support the efforts to improve their academic achievement and personal growth goals. Contractors shall implement a ratio no greater than 1:20 ratio of staff /youth.
- 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.
- Infant and Child CPR/First Aid: Each summer program must have always at least one staff member onsite 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 contractors funded will be required to collect the following data:

- Participant demographics
- Parental consent and image releases
- Participant attendance
- Satisfaction surveys

Contractors will be expected to attend a summer provider training at the beginning of the contract to go overall data collection requirements and tools. Additionally, data is expected to be entered on a weekly basis throughout the summer.

#### E. Evaluation Criteria

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

Evaluation Criteria	Review Guidelines	Points
		Awarded
Organizational Eligibility	The applicant clearly meets all minimum qualifications to	1
	bid and completed certification responses satisfactorily	
Organizational Capacity	The applicant clearly outlined experience and ability to	1
	provide safe and enriching summer services and is aligned	
	with RFP scope of services	
Site Profiles	The applicant completed site profile and site activities	1
	(academic, enrichment, exploratory, physical health/play	
	and recreation) and staffing described are aligned with RFP	
	scope of services	
Site Budget	The applicant completed site budget sections, and all costs	1
	appear reasonable and aligned with RFP scope of services	
		4 points

Applicants that meet the criteria will be recommended for funding, with priority given high poverty zip codes. In the case of limited funding, full scholarships will be funded first before partial scholarships.

<b>Application Score</b>	Funding Recommendations
4	Green – Recommended for Funding
3	Yellow – Maybe Recommended for Funding
2 or less	Red – Not Recommended for Funding

#### F. Review and Selection Process

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

- 1. Request for Proposals (RFP) is released to prospective contractors.
- 2. To help ensure that all prospective contractors are treated consistently during the selection process, all questions regarding this RFP, as well as CTAC's responses to the questions will be posted on CTAC's website. A deadline for the receipt of written questions has been established. (See the cover sheet of this RFP for deadline date.) Persons or entities who intend to respond to such RFP by submission of a competitive proposal may wish to pose questions, objections, or requests for information, request clarification or for an interpretation regarding terms, provisions, or requirements of the RFP. In this event, prospective contractors shall not attempt to communicate in writing, electronically or orally with any CTAC official or employee other than the CTAC employee designated as the Project Manager. The Project Manager may be reached at their email address on the RFP cover page. Prospective contractors shall not contact any other CTAC officials in an attempt to gather information regarding this RFP, or in an attempt to influence the CTAC's consideration of its proposal. All inappropriate communications with CTAC officials or employees will be forwarded to the CTAC Project Manager as well as the proposal evaluation team. Inappropriate communications by a prospective contractor may, at the discretion of the Project Manager, constitute grounds for disqualification of that prospective contractor's proposal.

- Alternatively, the evaluation team may, at its discretion, consider such inappropriate communications when evaluating and scoring proposals.
- 3. 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 proposal evaluation team expects to take the following actions to determine the merits of the proposals that are submitted:
  - a. Review the proposals to determine whether they are responsive to the RFP and that they were submitted by responsible companies. Definitions for the terms "responsible" and "responsive" are provided below:
  - b. Responsible contractors are those contractors that meet CTAC's standards with respect to a reasonable expectation that the contractor has the management, technical, financial, equipment and human resources available to ensure adequate performance of the work described in the solicitation. To be considered responsible, contractors shall also be free of past instances of the material breach of a CTAC contract, free of a conviction (or convictions) for bribery, fraud, conflict of interest, violation of environmental laws, or for convictions for other crimes reflecting poorly on the contractor's integrity, for the last five 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 what is proposed.
- 6. Interview/site visit. At the CTAC's discretion, publicly noticed interviews and/or site visits may be conducted at either the vendor's site or the CTAC's offices. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations.
- 7. **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.

- 8. **Board review and award.** Executive Director recommendations are reviewed and considered by the CTAC Board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. CTAC Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the CTAC Board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the CTAC Board's approved award amount or the approved contracting period require further Board approval.
- 9. **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 business days after the Board's award decision has been made. All bidders or proposer 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 date-stamped by the CTAC. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective applicant.
- c. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
- d. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM 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 CTAC Board meeting after the request is received. It is within the CTAC Board's discretion whether to allow testimony or argument from the protesting party at the CTAC Board meeting. If it is determined by majority vote of CTAC Board members present at the meeting that the award is in violation of law or the regulations and internal procedures

- of the Trust or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three 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 decision shall be final and conclusive.
- f. **Stay of Procurement during Protests**. The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.
- 10. 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

Tho ro	esponse to this RFP shall consist of the following:
	Form 1 – Organizational Information and Organizational Narrative
	Form 2A– Site Profiles K to 8 <sup>th</sup> grade services (applicants may submit more than one Form 2)
	Form 2B– Site Profiles 9th to 12th grades service (applicants may submit more than one Form 2)
	Form 3 – Prospective Contractor Certification
	Attachment 1 – Electronic logo in jpg format (used to promote program)
	Attachment 2 - Proof of Legal Status from Sunbiz.org
	(http://search.sunbiz.org/Inquiry/CorporationSearch/ByName)

All completed applications (including form 1, 2A/B, 3, attachment 1 and 2) shall be submitted via email to <a href="mailto:Procurement@childrenstrustofalachuacounty.us">Procurement@childrenstrustofalachuacounty.us</a> by deadline.

Emails should include the following details:

- Subject Line: [Organization Name] Summer 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". For form 3, please include form name, organization name and site name, "Form 2A - Organization Name – Site Name"



## **Application for RFP # 2021-03**

# FORM 1 – 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 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	Yes No
for funding.	
Organizations meets 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 and focus on promoting positive youth development in a safe and enriching environment.  e. Applicant must plan to offer in-person summer camp services in summer 2021	Yes No
Contract termination for default in last five years?  The cover letter shall indicate whether the contractor had any contract terminated for default in the past five years. If no such termination for default has been experienced by the prospective contractor in the past five years, this fact shall be stated in the cover letter.	Yes No

Organizational Narrative
1.Services: Provide a brief overview of how summer programming is consistent with your organization's mission
and vision.
2. Experience: What experience does your organization have in delivering summer programming?
3.Staffing: Describe your organization's ability to hire and train qualified staff and comply with background
screening requirement.
4. Safety Practices: Describe how your organization supports an environment of safety for children, staff,
and parents.
5. Covid-19 interruption plans: What plans does your organization have in place if COVID-19 causes an
interruption in summer programming?
interruption in summer programming:



# Application for RFP # 2021-03 FORM 2A -Site Profile (K to 8<sup>th</sup> Grade Services)

Complete a site profile for each site requesting funding

		C	econing running	
	1.Site in	formation		
Organization Name				
Site Name				
Site Address			City:	Zip code:
Site Contract Name				
Site Contact Phone				
Site Contact E-mail				
Site Grades Served  Note: Grades served should reflect year child would enter in the 2021-22 school year	Sindergarten  1st Grade  2nd Grade  3rd Grade	4 <sup>th</sup> grade 8  5 <sup>th</sup> Grade  6 <sup>th</sup> Grade  7 <sup>th</sup> Grade	<sup>th</sup> Grade	
Overall # of children at site Provide the overall number of children served for summer program for the last year (if any), expected # without any CTAC	2020 # served at Site: (Last summer)	2021 # children expected: (Non-CTAC funded)	2021 # children expected: (CTAC Funded)	2021 Overall: ( Non-CTAC and CTAC)
funding and additional # of children expected if CTAC funded				0
Site Dates and Hours of Operations  Provide specific dates and hours of operations camp 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 summer				
Executive Summary:  Provide an executive summary of the program and services offered at this site (100 words of less). This summary will be used in reports and promotional materials developed by CTAC				

**Instructions:** Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines for staffing requirements including positions and ratios when completing site staffing.

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

**Instructions:** Describe how your site will implement at least one of the activity types described in the RPF programming activities. Applicants are not required to implement more than one activity type and have great flexibility in offering programs that meet the needs and interests of children

	3.Program Activities						
Activity Type	Frequency Offered	Description of Activities					
Academic	□Not Offered □Weekly □Daily □Other						
Enrichment	□Not Offered □Weekly □Daily □Other						
Exploratory	□Not Offered □Weekly □Daily □Other						
Physical, Health, Play and Recreation	□Not Offered □Weekly □Daily □Other						

**Instructions:** Complete the table for each week summer camp programming will be offered at site. Request from CTAC will auto calculate based on information entered for requested enrollment fees, weekly full and partial scholarships. Fields in red are calculated and cannot be edited

	4. Summer Schedule and Request from CTAC											
Sur	nmer Site Opera	tions			Requested From CTAC							
Summer Week	Week Start Date	Overall Expected # children per week (include all site children)	Requested # of Child Enrollment fees [A]	Cost per Enrollment Fee [B]	Enrollment Fees Request Amount (A *B)	Requested # of Weekly Scholarships (Full) [C]	Cost per Weekly Scholarship s (Full) [D]	Full Scholarships Request [C*D]	Requested # of Weekly Scholarships (Partial) [E]	Cost per Partial Scholars hips [F]	Partial Scholarship s Request [E*F]	Weekly Funding Request= (A*B)+ (C*D]+(E*F)
Week 1					0			0			0	0
Week 2					0			0			0	0
Week 3					0			0			0	0
Week 4					0			0			0	0
Week 5					0			0			0	0
Week 6					0			0			0	0
Week 7					0			0			0	0
Week 8					0			0			0	0
Week 9					0			0			0	0
					Enrollment Total:		•	Full Total:			Partial Total:	Total:

**Instructions:** Enrollment fees, Scholarships (Full), Scholarships (partial) will autocalculate based on answers in Summer Schedule and Request from CTAC. Provide additional details to support request. Reimbursements for materials, fieldtrips and transportation can also be requested, please provide amount and additional details to support request

	5.Site Budget Summary						
Budget Item	Requested Amount	Additional details to support request					
Enrollment Fees	0						
Scholarships (Full)	0						
Scholarships (Partial)	0						
Total Request Enrollment and Scholarships	0						
Budget Item	Requested	Additional details to support request					
Materials Reimbursement	Amount						
Fieldtrip Reimbursement							
Transportation Reimbursement (Only for bus passes, fuel, site vehicle rental)							
Total Request Reimbursements	0						

Total Request for Site: Note: use this number to populate answer in prospective contractor certification.	catior



## Application for RFP # 2021-03 FORM 2B -Site Profile (9 to 12<sup>th</sup> Grade Services)

Complete a site profile for each site requesting funding

	1.Site	nformation		
Organization Name				
Site Name				
Site Address			City:	Zip code:
Site Contract Name				
Site Contact Phone				
Site Contact E-mail				
Site Grades Served  Note: Grades served should reflect year child would enter in the 2021-21 school year	9 <sup>th</sup> Grade  10th	11 <sup>th</sup> grade 12 <sup>th</sup> Grade		
Overall # of children at site Provide the overall number of children served for summer program for the last year (if any), expected # without any CTAC funding and additional # of children expected if CTAC funded	2020 # served at Site: (Last summer)	2021 # children expected: (Non-CTAC funded)	2021 # children expected: (CTAC Funded)	2021 Overall: ( Non-CTAC and CTAC)
Site Dates and Hours of Operations Provide specific dates and hours of operations camp 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 summer				
Executive Summary:  Provide an executive summary of the program and services offered at this site (100 words of less). This summary will be used in reports and promotional materials developed by CTAC				

**Instructions:** Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines for staffing requirements including positions and ratios when completing site staffing.

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

**Instructions:** Describe how your site will implement at least one of the activity types described in the RPF programming activities. Applicants are not required to implement more than one activity type and have great flexibility in offering programs that meet the needs and interests of children

3.Program Activities						
Activity Type	Frequency Offered	Description of Activities				
Academic	□Not Offered					
	□Weekly					
	□Daily □Other					
	Поше					
Enrichment	□Not Offered					
	□Weekly					
	□Daily					
	□Other					
Exploratory	□Not Offered					
	□Weekly					
	□Daily					
	□Other					
Physical, Health,	□Not Offered					
Play and Recreation						
	□Daily					
	□Other					

**Instructions:** Complete the table for each week summer camp programming will be offered at site. Request from CTAC will auto calculate based on information entered for requested enrollment fees, weekly full and partial scholarships. Fields in red are calculated and cannot be edited

	4. Summer Schedule and Request from CTAC											
Sur	nmer Site Opera	tions			Requested From CTAC							
Summer Week	Week Start Date	Overall Expected # children per week (include all site children)	Requested # of Child Enrollment fees [A]	Cost per Enrollment Fee [B]	Enrollment Fees Request Amount (A *B)	Requested # of Weekly Scholarships (Full) [C]	Cost per Weekly Scholarship s (Full) [D]	Full Scholarships Request [C*D]	Requested # of Weekly Scholarships (Partial) [E]	Cost per Partial Scholars hips [F]	Partial Scholarship s Request [E*F]	Weekly Funding Request= (A*B)+ (C*D]+(E*F)
Week 1					0			0			0	0
Week 2					0			0			0	0
Week 3					0			0			0	0
Week 4					0			0			0	0
Week 5					0			0			0	0
Week 6					0			0			0	0
Week 7					0			0			0	0
Week 8					0			0			0	0
Week 9					0			0			0	0
					Enrollment Total:		•	Full Total:			Partial Total:	Total:

Instructions: Enrollment fees, Scholarships (Full), Scholarships (partial) will autocalculate based on answers in Summer Schedule and Request from CTAC. Provide additional details to support request. Reimbursements for materials, fieldtrips and transportation can also be requested, please provide amount and additional details to support request

5.Site Budget Summary						
Budget Item	Requested Amount	Additional details to support request				
Enrollment Fees	0					
Scholarships (Full)	0					
Scholarships (Partial)	0					
Total Request Enrollment and Scholarships	0					
Budget Item	Requested	Additional details to support request				
	Amount	radicional actains to support request				
Materials Reimbursement						
Fieldtrip Reimbursement						
Transportation Reimbursement (Only for bus passes, fuel, site vehicle rental)						
Total Request Reimbursements	0					

## **Application for RFP # 2021-03**



## **FORM 3 – Prospective Contractor Certification**

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

- 1. The contractor representative who signs below certifies that they have carefully read and understand the provisions of the solicitation and associated documents attached thereto, and hereby submits the attached proposal to perform the work specified therein, all in accordance with the true intent and meaning thereof.
- 2. The contractor representative further understands and agrees that by signing this certification all of the following information in the certification is true and accurate to the best of their knowledge. If this certification cannot be made unequivocally, a written description of all instances wherein the prospective contractor cannot unequivocally make this certification is provided with this proposal.

3.	Prospe	ective Contractor is:
		Sole Proprietor
		Partnership
		Corporation (for profit/nonprofit)* if yes, what state?
		Joint Venture
		Other (Specify)

- 4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
- 5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
- 6. The company identified below is the prime contractor.
- 7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
- 8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 9. Unless otherwise required by law, the prices proposed have not been knowingly disclosed by the prospective contractor on a prior basis directly or indirectly to any other organization or to any competitor.
- 10. No attempt has been made, or will be made, by the prospective contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 11. The price and availability of all equipment, materials, and supplies associated with performing the services described, including associated indirect costs and profit, herein have been determined and included in the proposed price. All labor costs, direct and indirect, and profit have been determined and included in the proposed price. The incremental costs expected to be incurred by the CTAC, should it enter into this contract, have also been estimated to the best ability of the prospective contractor. It is understood that the life cycle cost includes the total of the contract price plus the estimated costs to be incurred by the CTAC should it enter into this contract.
- 12. The prospective contractor can and shall provide the specified performance bond or alternate performance guarantee (if applicable) at no added cost to the CTAC.

- 13. In submitting its proposal, the prospective contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or contracting CTAC, government or private, until after the award of the contract. Prospective contractors not in compliance with this provision may be disqualified, at the option of the CTAC, from contract award. Only discussions authorized in advance and in writing by the contracting CTAC are exempt from this provision.
- 14. The prospective contractor hereby certifies that it and all of its affiliates collect appropriate taxes and remits them as provided by law.
- 15. The prospective contractor certifies that all insurance policies required by this contract shall remain in full force and effect during the entire term of this contract. All insurance policies and any extensions or renewals thereof, shall not be cancelled or amended except with the advance written approval of the CTAC. The Contractor agrees to submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the CTAC upon execution of this contract. The insurance certificates shall be subject to approval by the CTAC. The insurance certificates shall include a statement in the certificate that no cancellation of the insurance shall be made without at least thirty calendar days' prior written notice to the CTAC. Approval of the insurance certificates by the CTAC shall not relieve the contractor of any obligation under this contract.
- 16. The prospective contractor has read and understands the conditions set forth in this RFP, any posted question and answers, RFP addendums and agrees to them with no exceptions. (If exceptions are taken, attach a written description of each exception to this certification.)

Exceptions are attached to this certification.	
Exceptions are not attached to this certification	n

- 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 + 4:	
Payment Address (if different):	
Payment City, State, & Zip + 4:	
Federal Employer ID Number:	
Email Address:	
By: Lee Pinkoson (Mar 12, 2021 06:04 EST)	Title:
(Signature)	
Name: (Typed or Printed)	

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

#### C. Proposal Preparation and Submittal Instructions for Prospective Contractors

- 1. EXCEPTIONS: The CTAC intends to award a contract substantially in the form of and including the provisions of the attached MODEL CONTRACT FOR SERVICES. Contractors that take exception to the terms and conditions do so at the risk that their proposal may be declared to be non-responsive and not considered for contract award. By signing the PROSPECTIVE CONTRACTOR CERTIFICATION included in this RFP, the representative of the prospective contractor certifies that no exceptions are taken to the form of the Model Contract for Services or to the provisions therein, unless such exceptions are fully disclosed in a document attached to the PROSPECTIVE CONTRACTOR CERTIFICATION.
- 2. ORAL EXPLANATIONS: The CTAC shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 3. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- 4. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. Proposals that do not conform to the page limitations or format prescribed in this RFP may be rejected by the CTAC as non-responsive. It is desirable that all responses meet the following requirements:
  - All copies are printed double-sided.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of nonrecyclable 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.
- 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, prospective contractors shall clearly indicate in their proposals all the work they plan to subcontract and to whom it will be subcontracted. Prospective contractors shall also provide identifying information for each proposed subcontractor similar to the identifying information provided for the contractor submitting the proposal.
- 10. TRADE SECRET INFORMATION: Trade secrets or similar proprietary data which the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows: Each page shall be identified by the prospective contractor in boldface text at the top and bottom as

"TRADE SECRET". Any section of the proposal which is to remain confidential shall also be so marked in boldface text on the title page of that section. Price information may not be deemed proprietary. In spite of what is labeled as confidential, proprietary or trade secret, the determination as to whether or not certain material is confidential, proprietary or a trade secret shall be determined by law. If a prospective contractor designates any information in 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 excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

**11.**ACCOMMODATIONS: Reasonable accommodations will be provided by the CTAC for prospective contractor personnel who need assistance due to a physical disability. However, the CTAC must have reasonable advance written notice prior to the bidders' conference (if any) or any other visit to the CTAC's facilities. The prospective contractor shall request accommodations at time of registration.

### **SECTION 4: 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\_\_\_\_ by and between the Children's Trust of Alachua County, an independent taxing district in Alachua County, hereinafter referred to as the "CTAC", and " ", a not for profit corporation organized under the laws of the State of Florida hereinafter called the "Contractor". Collectively hereinafter CTAC and the Contractor are referred to as the "Parties". WITNESSETH: WHEREAS, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., et. seq. Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and, WHEREAS, the CTAC is charged with providing for a number of developmental and supportive services for children as set forth in § 125.901, Fla. Stat.; and,

WHEREAS, CTAC is desirous of entering into an Agreement with to support programs and its services provided by the Contractor;

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

#### Section 1. Term:

This agreement shall commence on May 1st, 2021 and continue through and including August 31st, 2021, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

#### Section 2. **Performance of Services:**

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

#### Section 3. **Billing and Compensation:**

- A. Compensation. CONTRACTOR will be paid by the CTAC for the Services as follows:

  1.Advance Payment Upon completion of Deliverable 1 in Attachment 3, the Contractor may invoice the CTAC for an advance payment of 25% of the scholarship amount as listed on Form 2.Site Profile. The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered.
- 2.Subsequent payments will be made on a monthly basis based on each site's weekly enrollment. To be considered enrolled, proper demographic information and at least on day of attendance in the week the child is enrolled is required (see Data and Reporting, Attachment 5)
- 3. Enrollment fees will be reimbursed in the same manner as in #2 above.
- 4. Materials, field trips, and transportation will be reimbursed on a cost-reimbursement basis.
- B. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the program, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via email to <a href="mailto:invoice@childrenstrustofalachuacounty.us">invoice@childrenstrustofalachuacounty.us</a>, or to the CTAC at the following address.

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

- C. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.
- D. Payments for all sums are contingent upon meeting the deliverables described in Attachment 3: Deliverables and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement "This request for payment is subject to Section 837.06 Florida Statutes." Invoices for payment shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

	E.	The C	Contrac	ctor sh	all sub	mit in	voices	by the	15 <sup>th</sup> o	f ever	y mo	nth a	and its	final	invo	oice for
the gra	nt p	eriod b	эу			of	each	year.	The	CTAC	has	no	obligat	tion	to p	orovide
reimbui	rseme	ent to tl	:he Cor	ntracto	or for i	nvoice	es whic	h inclu	de ex <sub>l</sub>	oenses	s incu	ırred	l in any	pre	viou	s grant
period i	if sub	mitted a	after _				•									

F.	Invoice payments shall be sent to:
	· <del></del>

#### Section 4. 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 shall be submitted as described in **Attachment 3**. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports to the CTAC at the following address:

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

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

#### **Section 5. Default and Termination:**

A. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the CTAC will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The CTAC will give the Contractor seven (7) days to submit a plan for curing the default. In the event the default situation is not corrected within the allotted time or to the satisfaction of the CTAC, prior to formal termination the Parties agree to mediation of the dispute or disputes and shall participate in good faith. The mediation shall be conducted by a professional mediator mutually agreed to by the

parties under the Florida mediation rules. Mediation shall be held no longer than twenty-one (21) days after the notice of default.

- B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC 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 6. Monitoring:

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

#### Section 7. <u>Modifications:</u>

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

#### Section 8. Notices:

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

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

A copy of any notice shall also be sent to:

Alachua County: J.K. "Jess" Irby, Esq.

Clerk of the Circuit Court

12 S.E. 1st Street

Gainesville, Florida 32602

Attn: Finance and Accounting

#### Section 9. <u>Assignment of Interest:</u>

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

#### **Section 11. Independent Contractor:**

- A. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CTAC. The Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Contractor in the full performance of this Agreement. Neither the Contractor nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee, or servant of the CTAC.
- B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.
- C. Policies and decisions of the Contractor, which may be represented by the Contractor in performance of this Agreement, shall not be construed to be the policies or decisions of the CTAC.

#### Section 12. Indemnification:

- A. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the CTAC and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The Contractor agrees that indemnification of the CTAC shall extend to any and all Services performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- B. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the CTAC and the Contractor.

- D. Nothing contained herein shall constitute a waiver by the CTAC of sovereign immunity or the provisions or limits of liability of § 768.28, Fla. Stat.
- E. Paragraphs A-D do not apply to any Contractor which is a government entity protected by Sovereign Immunity under § 768.28, Fla. Stat. For those Agencies, the Parties agree that each party shall be responsible for their own negligence and that of their employees as provided under § 768.28, Fla. Stat. without a waiver of any terms of that statute.

#### Section 13. <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 1**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as [ ].
- 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.

#### Section 15. <u>E-Verify</u>.

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. <u>Entire Agreement:</u>

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

#### Section 19. Collusion:

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

#### **Section 20.** Conflict of Interest:

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

#### **Section 21.** Third Party Beneficiaries:

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

#### Section 22. Governing Law and Venue:

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

#### Section 23. <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:

EMAIL: publicrecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

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

#### Section 25. <u>Communications:</u>

A. The Contractor shall maintain a working email address and shall respond to email 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 email, staff, Board of Directors, postal mailing address, etc. within twenty-four (24) hours of the change. The Contractor agrees to add the email and postal mailing addresses of the CTAC Contract Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

#### Section 26. No Religious or Sectarian Requirement:

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

#### Section 27. Award Acknowledgement of Support:

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

#### Section 28. <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 29. <u>Counterparts:</u>

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 email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this contract and bind the parties to the terms hereof.

#### **Section 30.** Contract Documents:

- A. This contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
  - B. This document, as modified by any subsequent signed amendments
  - C. Any amendments to the RFP
  - D. The RFP as originally issued
  - E. Any Purchase Order under the Contract
- F. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this contract.

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

	CHILDREN'S TRUST OF ALACHUA COUNTY
	By: Colin Murphy Executive Director
	APPROVED AS TO FORM
	Attorney for the Trust
ATTEST (By Corporate Officer)	CONTRACTOR
By: Print: Title:	Print:

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

## Attachment 1: Insurance Requirement TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

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

#### I. COMMERCIAL GENERAL LIABILITY.

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

#### II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

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

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

#### IV. OTHER INSURANCE PROVISIONS.

#### A All Coverages

- 1. The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if 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 2: Scope of Services**

#### **Target Population**

The CTAC seeks to expand access to safe and enriching summer programming for children from low-income families living in Alachua County. Under the scope of services, contractors will recruit, and enroll children into summer camp programming under the following guidelines:

- Full scholarships: children from families at or below 200% 2020 federal poverty threshold, children with Individualized Educational Plan (IEP), and/or children from families receiving SNAP benefits
- Partial scholarships: children from families between 200% 400% 2020 federal poverty level

#### For reference: Poverty Thresholds for 2020 by Family Size

Persons in Household	48 Contiguous States and D.C. Poverty Guidelines (Annual)							
	100%	133%	138%	150%	200%	250%	300%	400%
1	\$12,760	\$16,971	\$17,609	\$19,140	\$25,520	\$31,900	\$38,280	\$51,040
2	\$17,240	\$22,929	\$23,791	\$25,860	\$34,480	\$43,100	\$51,720	\$68,960
3	\$21,720	\$28,888	\$29,974	\$32,580	\$43,440	\$54,300	\$65,160	\$86,880
4	\$26,200	\$34,846	\$36,156	\$39,300	\$52,400	\$65,500	\$78,600	\$104,800
5	\$30,680	\$40,804	\$42,338	\$46,020	\$61,360	\$76,700	\$92,040	\$122,720
6	\$35,160	\$46,763	\$48,521	\$52,740	\$70,320	\$87,900	\$105,480	\$140,640
7	\$39,640	\$52,721	\$54,703	\$59,460	\$79,280	\$99,100	\$118,920	\$158,560
8	\$44,120	\$58,680	\$60,886	\$66,180	\$88,240	\$110,300	\$132,360	\$176,480
Add \$4,480 fo	r each person	over 8						

#### **Service Locations**

Below is a summary of the funded service locations awarded under this scope of services. Contractors cannot make changes to service locations without written consent. Each funded service location will utilize the site profile submitted in the application process as the basis for program information.

Site Name	Site Address	City	Zip Code	Start Date	End Date	# of weeks of programming

#### Site Profiles

Site profiles awarded for funding will be inserted into this section of scope of services as completed in the application materials of the RFP

#### Staffing

- 1. **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 summer program. At the minimum, the program director will be responsible for managing and implementing the program as described in the Summer Site Profile to ensure that the Contractor meets its responsibilities to CTAC under the contract in a timely manner.
- 2. **Ratios:** Ratios should be designed to meet the needs of the students targeted by the program and should be appropriate to support the efforts to improve their academic achievement and personal growth goals. Contractors shall implement a ratio no greater than 1:20 ratio of staff /youth.
- 3. **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.
- 4. **Infant and Child CPR/First Aid**: Each summer program must have always 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.

#### **Attachment 3: Deliverables**

DATE RANGE	DELIVERABLE	EVIDENCE	DUE DATE
Date of Award – June 18th, 2021	1.Program Preparation	<ul> <li>□ Certificate of Insurance</li> <li>□ Affidavit Letter</li> <li>outlining screening of</li> <li>all staff and volunteers</li> <li>□ Verified in Philanthropy</li> <li>Hub (Nonprofits only)</li> </ul>	June 18th, 2021
Estimated May 2021	2.Attend CTAC Summer Provider training	☐ Training attendance	TDB
June 21st – June 30th, 2021	3.Implement the program in a safe and supportive environment # of days # of students	☐ Sign In/Sign Out Sheets☐ Monthly Invoice	July 15th, 2021
June 21-August 31 <sup>st</sup> , 2021	4.Submit enrollment and weekly program attendance	☐ Submission on CTAC data collection tools	Due Monday of every week for prior week attendance
July 1st – July 31st, 2021	5.Implement the program in a safe and supportive environment # of days # of students	<ul><li>☐ Sign In/Sign Out Sheets</li><li>☐ Monthly Invoice</li></ul>	August 15th, 2021
August 1st – August 31st, 2021	6.Implement the program in a safe and supportive environment # of days # of students	☐ Sign In/Sign Out Sheets ☐ Final Invoice  In addition, submit the following ☐ End-of-Program Narrative ☐ Satisfaction Surveys	September 15th, 2021

NOTE: An Affidavit Letter is a letter on Contractor letterhead and clearly states that all staff and volunteers have completed the screening and completed Affidavits of Good Moral Character prior to the commencement of the program.

#### **Attachment 4: Performance Measures**

Quantity: How much?	FY21 Target
Number of children enrolled – full and partial scholarships	
Number of program days	
Quality/Effort: How well are services provided?	FY21 Target
Weekly Attendance	
Site Monitoring (developed by CTAC staff)	
Client Benefits: Is anyone better off?	
Parent and Child Satisfaction Surveys (developed by CTAC staff)	

#### **Attachment 5: Data and Reporting**

PARTICIPANT DATA	
DATA REQUIREMENT	Data Collection Tool
Participant Demographics: Providers are expected to collect and report the following:  •Enrollment criteria for scholarship  •Alachua County Public School Student ID Number  •Last name  •First name  •Home address (street, city, state, zip)  •Date of birth  •School name  •Parent Name and contact information.  •Rising grade level  •Race  •Full or Partial Scholarship Amount	CTAC provided child enrollment form (alternative enrollment forms can be used if site collects the same information as required reporting for demographics)
Parental Consent and Image Release: Providers are expected to collect parental consent forms and image release forms from each participant	CTAC provided child enrollment form and release form (alternative forms can be used if site collects the same information as required reporting)
Daily program attendance by enrolled participant	CTAC provided data collection form

PROGRAM QUALITY MEASURES		
DATA REQUIREMENT	Data Collection Tool	
Satisfaction Survey: Providers are expected to administer	CTAC provided data collection form	
child/youth and parent satisfaction surveys summer.		
Participant Records: Providers shall maintain a file for each child	Site records	
enrolled including enrollment forms and image release forms		
Personnel Records: Providers shall maintain a personnel file for	Staff Qualifications: Providers are expected	
each staff involved in the program, including in-kind staff and	to hire and retain staff and subcontractors	
volunteers. Each file should contain, at a minimum, background	with the necessary qualifications/credentials.	
screening results, proof of required trainings, and any required	Providers are expected to produce proof of	
certifications or licensures.	required experience, education, and	
	certifications/licensures as specified in Scope	
	of Services	

	Due Date*	What to Report
	Monday of each Week	- Prior week's new participant demographics, attendance data
Summer Camp	15 <sup>th</sup> of Each Month	- Invoice based on actual attendance and enrollment
	September 15th	- Final report - Parent satisfaction surveys - Final invoice

## Resolution 2021-3 - Summer RFP 2021-3

Final Audit Report 2021-03-14

Created: 2021-03-11

By: Ashley Morgan-Daniel (amd@childrenstrustofalachuacounty.us)

Status: Signed

Transaction ID: CBJCHBCAABAA7YqhsZc52sz2KHD9KcUJ3qPB902poRN\_

### "Resolution 2021-3 - Summer RFP 2021-3" History

- Document created by Ashley Morgan-Daniel (amd@childrenstrustofalachuacounty.us) 2021-03-11 10:16:09 PM GMT- IP address: 216.194.144.254
- Document emailed to Lee Pinkoson (lpinkoson@aol.com) for signature 2021-03-11 10:16:58 PM GMT
- Email viewed by Lee Pinkoson (Ipinkoson@aol.com)
  2021-03-12 11:02:43 AM GMT- IP address: 69.147.93.95
- Document e-signed by Lee Pinkoson (lpinkoson@aol.com)

  Signature Date: 2021-03-12 11:04:07 AM GMT Time Source: server- IP address: 75.105.118.128
- Document emailed to Tina Certain (certain@gm.sbac.edu) for signature 2021-03-12 11:04:09 AM GMT
- Email viewed by Tina Certain (certain@gm.sbac.edu) 2021-03-14 3:28:01 AM GMT- IP address: 66.249.88.173
- Document e-signed by Tina Certain (certain@gm.sbac.edu)

  Signature Date: 2021-03-14 3:28:11 AM GMT Time Source: server- IP address: 24.250.175.176
- Agreement completed. 2021-03-14 - 3:28:11 AM GMT