



# CHILDREN'S TRUST

OF ALACHUA COUNTY

<b>INVITATION TO NEGOTIATE (ITN)</b>	2022-04
<b>PROJECT TITLE:</b>	YDCBC Capacity Building Funds for Enrichment Providers
<b>CTAC CONTACT and E-MAIL ADDRESS:</b>	Procurement@childrenstrustofalachuacounty.us
<b>SUBMIT A QUESTION:</b>	<a href="https://www.childrenstrustofalachuacounty.us/programs/webform/ga-webform-itn-2022-04-ydcbc-capacity-building-funds-enrichment-providers">https://www.childrenstrustofalachuacounty.us/programs/webform/ga-webform-itn-2022-04-ydcbc-capacity-building-funds-enrichment-providers</a>
<b>LAST DAY FOR QUESTIONS REGARDING THIS ITN:</b>	March 7, 2022
<b>AVAILABLE FUNDING:</b>	\$120,000
<b>PHYSICAL ADDRESS:</b>	802 NW 5 <sup>th</sup> Avenue Suite 100 Gainesville, FL 32601
<b>MAILING ADDRESS:</b>	P.O. Box 5669 Gainesville, FL 32627
<b>ANTICIPATED CONTRACT TERMS:</b>	May 1, 2022 – September 30, 2022
<b>WEBSITE:</b>	<a href="http://www.childrenstrustofalachuacounty.us">www.childrenstrustofalachuacounty.us</a>
<b>ITN ISSUE DATE:</b>	February 18, 2022
<b>ITN DUE DATE and TIME:</b>	March 18, 2022 at 3:00PM

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## **SECTION 1: INTRODUCTION**

### **A. Notice to Prospective Contractors**

Prospective contractors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager at link on the cover page and must be received by the CTAC prior to the deadline for written questions, also shown on the Invitation to Negotiates (ITN) cover page. The date limitation for posing questions will permit CTAC to issue any necessary corrections and/or addenda to this ITN 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 ITN 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 ITN, 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 ITN. 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 ITN 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 ITN, should immediately contact the Project Manager and provide their contact information so that ITN 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 allow all youth and their families to thrive. Established as an Independent Special District in 2018, CTAC’s 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:

1. All children are born healthy and remain healthy.
2. All children can learn what they need to be successful.
3. All children have nurturing, supportive caregivers and relationships.
4. 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 allow 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 ages 0 to 18 and their families; targeted supports for those who need additional help; and place-based supports for those with the greatest need.
2. Innovative initiatives should be funded that coordinate comprehensive systems of support and deliver those supports in collaborative ways that allow 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, family members and/or caregivers in order to meet educational, social, emotional, and/or physical health targets.
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 leveraging use of school resources by applicants is encouraged.

**D. Solicitation Timeline**

EVENT	DATE/DUE DATE
Release of the competitive solicitation and the beginning of the Cone of Silence	Friday, February 18, 2022
<p><b>Optional Bidders Conference’s Session</b>  Attendance is highly recommended  Zoom Registration Link:  <a href="https://us02web.zoom.us/meeting/register/tZMscOuhpzoqGdPKFLcqVTUWBL_44mO2H1Py">https://us02web.zoom.us/meeting/register/tZMscOuhpzoqGdPKFLcqVTUWBL_44mO2H1Py</a></p>	Thursday, March 3, 2022 at 10:00am
Last day to submit written questions	Monday, March 7, 2022
<p><b>Technical Assistance Office Hours</b>  One-on-one appointments can be scheduled to answer any technical questions regarding application materials. (Send email to <a href="mailto:Procurement@childrenstrustofalachuacounty.us">Procurement@childrenstrustofalachuacounty.us</a> to schedule an appointment)</p>	Week of March 7, 2022
Final response to all written questions posted	Wednesday, March 9, 2022
<b>Submission Deadline</b>	<b>Friday, March 18, 2021 at 3:00PM</b>
Application Review Period	March 19, 2022 – March 25, 2022
Applicant interviews ( <b>upon discretion of the CTAC</b> )	March 28, 2022 – March 30, 2022
<p>Public Evaluation of Applications  Zoom registration link:  <a href="https://us02web.zoom.us/webinar/register/WN_wbEfnDXNT5ekNVxCV1z84Q">https://us02web.zoom.us/webinar/register/WN_wbEfnDXNT5ekNVxCV1z84Q</a></p>	Thursday, March 31, 2022 at 3PM

<b>Funding recommendations released; end of the cone of silence</b>	<b>Monday, April 4, 2022</b>
<b>The Children’s Trust of Alachua County Board Meeting - Review of Award Recommendation</b>	Monday, April 11, 2022
Appeal review starts (if needed)	Tuesday, April 12, 2022
<b>Contract Negotiations begin</b>	Tuesday, April 12, 2022
<b>Contracts Start</b>	May 1, 2022

**SECTION 2: GENERAL TERMS OF THE SOLICITATION**

**A. Overview of Solicitation**

The purpose of this ITN is to support Enrichment Providers in the development and implementation of a capacity building plan that focuses on increasing: 1) Program access, 2) Program quality, and/or 3) Organizational readiness for future CTAC funding.

Eligible applicants will be awarded grants to implement approved capacity building plans in FY 2022. The total funding available is \$120,000 for approved direct and indirect costs incurred while implementing the capacity building plan between May 1, 2022 and September 30, 2022.

**B. Term of Services**

Successful applicants will be awarded grants to implement approved capacity building plans in FY 2022. The total funding available is \$120,000 for approved direct and indirect costs incurred while implementing the capacity building plan between May 1, 2022 and September 30, 2022. Submission of a capacity building plan does not guarantee funding. Successful applicants will be fee-for-service contracts based on deliverables established in their capacity building plans.

**C. Minimum Requirements to Bid**

Eligible organizations can apply for funding based on the following requirements:

1. Provider must be currently qualified to conduct business in the State of Florida.
2. Provider must not be an Alachua County Public school or charter school approved by any public school system in the State of Florida.
3. Must be a provider that offers push-in/add-on services to OST programs in Alachua County

**D. Scope of Service and Budget**

Utilizing the standards provided by the Florida Afterschool Network, providers will complete a capacity building plan. The standards provide a framework for the development of a caring, dynamic, stimulating and safe environment for children and youth. The intent of the capacity building plan is to support organizations’ ability to implement programming that serves children with creative and enriching activities.

The capacity building plan includes the following categories:

1. Administration and Organization
2. Program Management and Staff
3. Communication and Interaction

4. Program Structure and Activities
5. Health, Safety and Nutrition
6. Program Environment
7. Family and Community Involvement
8. System Building

Providers will complete a self-assessment of their current organizational capacity and identify and prioritize a minimum of 4 standards to focus their capacity building goals and deliverables. Each selected element will include a program goal that will follow a SMART goal format:

**Specific** (simple, sensible, significant)

**Measurable** (meaningful, motivating)

**Achievable** (agreed, attainable)

**Relevant** (reasonable, realistic and resourced, results-based)

**Time-bound** (time-based, time limited, time/cost limited, timely, time-sensitive)

### Program Timeline and Deliverables

DATE RANGE	DELIVERABLE	EVIDENCE	DUE DATE
Date of Award – May 1, 2022	1. Approved Capacity Building Plan and self-assessments	Approved Capacity Building Plan	May 1, 2022
June 2022 -- September 2022	3. Monthly Progress Reports and invoices	Monthly Progress Reports	Due the 15 <sup>th</sup> of every month
September 30, 2022	4. End-of-Program Narrative and Post self-assessments	End-of-Program Narrative Self-assessments	October 15, 2022

### Budget:

Providers will be awarded capacity building funding to support the successful completion of their plans.

Program budget will include the following categories:

- A. **Indirect Planning:** Programs will be awarded capacity building funds based on program revenue from the previous year. If the program’s revenue is over \$75,000, indirect planning funding will be capped at \$10,000. If revenue is under \$75,000, indirect planning funding will be \$5,000. Providers will be compensated upon completion of deliverables identified on their capacity building plans. Each goal identified on the capacity building plan will be assigned a funding value at time of contracting based on the number of goals included in the plan.

**Direct Costs:** Programs will be awarded direct costs to support the implementation of specific activities associated with their direct costs requests. CTAC will pay for all reasonable costs, but they must be estimated at time of contracting and approved in advance by contract manager. Examples of direct costs include costs to obtain background checks, membership fees, trainings, classes, etc. Providers will be compensated for direct costs on a cost-reimbursement basis with appropriate documentation.

Providers can receive an initial advance of 25% of direct costs, but reimbursements must be trued up before additional payments are made. Payments in excess of the trued-up value will need to be returned to the CTAC at the conclusion of the contract.

**Eligible Funding Uses**

Funding can be used for eligible expenses, as defined below.

- Expenses must be incurred during between May 1, 2022 - September 30, 2022.  
 Direct costs for tasks and activities related to background checks, membership fees, trainings, classes, etc.  
 To purchase supplies and materials needed to improve safety and wellness or program activities.  
 To account for staff time spent planning, developing and completing strategies.  
 Software and technology items that do not individually cost over \$1,000 (see funding restrictions).

**Funding Restrictions**

Grant funding cannot be used for the following purposes:

- The purchase of capital equipment. Capital equipment represents individual items purchased at a cost of \$1,000 or more with a life expectancy of more than one year.
- Revenue replacement or revenue losses experienced during the contract period.
- Duplicative expenses already covered in the known grants or contracts.
- Real property.

**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 Requirements to bid.	1
Capacity Building Plan	The applicant submitted all forms and completed a satisfactory capacity building plan and budget.	1
	Total	2 points

Applicants that meet the criteria will be recommended for funding.

Application Score	Funding Recommendations
2	Green – Recommended for Funding
1 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 ITN:

1. Invitation to Negotiate (ITN) is released to prospective contractors.
2. To help ensure that all prospective contractors are treated consistently during the selection process, all questions regarding this ITN, 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 ITN for deadline date). Persons or entities who intend to respond to such ITN 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 ITN. In this event, prospective contractors shall not attempt to communicate in writing, electronically or orally, with any CTAC official or employee other than the CTAC employee designated as the Project Manager. The Project Manager may be reached at the e-mail address on the ITN cover page. Prospective contractors shall not contact any other CTAC officials in an attempt to gather information regarding this ITN, or in an attempt to influence the CTAC's consideration of its proposal. All inappropriate communications with CTAC officials or employees will be forwarded to the CTAC Project Manager as well as the proposal evaluation team. Inappropriate communications by a prospective contractor may, at the discretion of the Project Manager, constitute grounds for disqualification of that prospective contractor's proposal. Alternatively, the evaluation team may, at its discretion, consider such inappropriate communications when evaluating and scoring proposals.
3. Proposals shall be submitted via email to the email address on the cover of this solicitation. Prospective contractors shall make no other distribution of their proposal to other CTAC officials or consultants
4. All proposals must be received by CTAC no later than the date and time specified on the cover sheet of this ITN. Late proposals will not be accepted and will not be reviewed.
5. The CTAC's proposal evaluation team expects to take the following actions to determine the merits of the proposals that are submitted:
  - a. Review the proposals to determine whether they are responsive to the ITN and that they were submitted by responsible companies. Definitions for the terms "responsible" and "responsive" are provided below:
  - b. **Responsible** contractors are those contractors that meet CTAC's standards with respect to a reasonable expectation that the contractor has the management, technical, financial, equipment, and human resources available to ensure adequate performance of the work described in the solicitation. To be considered responsible, contractors shall also be free of past instances of the material breach of a CTAC contract, free of a conviction (or convictions) for bribery, fraud, conflict of interest, violation of environmental laws, or for convictions for other crimes reflecting poorly on the contractor's integrity, for the last five (5) years. Contractors that fail to meet the minimum qualifications stated in the solicitation or that have, in the past three (3) years, been debarred or suspended or had a contract terminated for default by any government agency are also determined to be not responsible.
  - c. **Responsive** proposals are those proposals that satisfactorily address all requirements specified in the ITN. Because proposals, unlike bids, are subject to negotiation, certain omissions or variances may be resolved through negotiations to make the proposal responsive. An example of an omission or variance that can be resolved is a proposed period of performance that does not result in completion of the work within the required timeframe. If negotiation with the contractor results in an adjustment to the period of performance matching the required timeframe, the proposal then may be deemed to be responsive.
  - d. Should it be determined that changes are required to the solicitation provisions or any other changes need to be made that might affect the proposed prices of other features of the proposals, all responsible companies, or all the responsible companies in the competitive range, may be requested to submit a best and final offer (BAFO). In this event, the CTAC shall evaluate the BAFOs in lieu of the original proposals.

6. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using the evaluation criteria, reviewers assess the soundness and completeness of each proposal as well as the vendor’s capacity to effectively deliver what is proposed. Subjectively rated criteria will be scored on a scale of 0-2 according to the scoring scheme below:

SCORING RANGE	SCORING DESCRIPTION
2	Meets all and exceeds several of CTAC’s requirements
0-1	Does not meet minimum CTAC requirements

7. **Discussion.** Following each reviewer’s individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
8. **Interview/site visit.** At the CTAC's discretion, publicly noticed interviews and/or site visits may be conducted at either the vendor's site or the CTAC's offices. 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. The purpose of the interview/site visit is to confirm the applicant meets all minimum requirements to bid and to negotiate terms of the proposed capacity building plan, including funding amounts.
9. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of the CTAC develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with the CTAC’s priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program costs for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the CTAC Board.
10. **Board review and award.** Executive Director recommendations are reviewed and considered by the CTAC Board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. CTAC Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the CTAC Board’s approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget, or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the CTAC Board’s approved award amount or the approved contracting period require further Board approval.
11. **Protests.** Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.
- a. **Posting.** The Trust shall publicly post the award on the Trust’s website within three (3) full business days after the Board’s award decision has been made. All bidders or proposers will be sent an e-mail with the notice of award to the e-mail address provided in the bid or proposal.
  - b. **Requirements to Protest.**
    - i. A formal written protest must be filed no later than 5:00 PM EST, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

- ii. A formal written protest is considered filed when the Executive Director receives it and it is date-stamped by the CTAC. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective Applicant.
  - c. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
  - d. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM EST on the fifth business day after the filing of the protest.
  - e. **Review of Executive Director's Decision.**
    - i. The protesting party may request a review of the Executive Director's decision by the CTAC Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM EST on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the Applicant deems relevant to the issues raised in the request for review.
    - ii. The CTAC Board will consider the request for review at the next regularly scheduled CTAC Board meeting after the request is received. It is within the CTAC Board's discretion whether to allow testimony or argument from the protesting party at the CTAC Board meeting. If it is determined by majority vote of CTAC Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Trust or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three (3) business days after the Board meeting.
    - iii. If it is determined by majority vote of CTAC Board members present at the meeting that the award should be upheld, the CTAC Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three (3) business days of the CTAC Board meeting. The decision shall be final and conclusive.
  - f. **Stay of Procurement during Protests.** The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.
12. The CTAC reserves the right to:
- Reject any or all submittals
  - Request clarification of any submitted information
  - Waive any informalities or irregularities in any response
  - Not enter into any contract
  - Not select any firm
  - Cancel this process at any time
  - Amend this process at any time
  - Interview firms prior to award
  - Enter into negotiations with one or more firms, or request a best and final offer (BAFO)
  - Award more than one contract if it is in the best interests of the CTAC
  - Issue similar solicitations in the future
  - Request additional information from prospective contractors

## SECTION 3: SUBMISSION INSTRUCTIONS

### A. Submission Checklist

The response to this ITN shall consist of:

A completed **FORM 1 - Prospective Contractor Certification** (included in this solicitation).

A completed **FORM 2 - Organizational Information** (included in this solicitation).

A completed **FORM 3 - Capacity Building Self-Assessment Tool** (included in this solicitation).

A completed **FORM 4 - Capacity Building Plan and Budget** (included in this solicitation).

Additional Documents Required for Submission

- Proof of Corporate Status and Legal Address (note: from SunBiz)
- Proof of enrichment program revenue from most recent fiscal year (such as tax documents IRS 990, audited financial statements, balance sheets, Philanthropy hub profiles etc.)
- Copy of IRS 501(c)(3) Determination Letter (if applicable)

All completed application shall be submitted via email [Procurement@childrenstrustofalachuacounty.us](mailto:Procurement@childrenstrustofalachuacounty.us) by deadline. Emails should include the following details:

Subject Line: [Organization Name] – Youth Development Capacity Building Collaborative

PDF forms listed above must be included in a single email to be considered completed. Please clearly label all application materials with form name and organization.



CHILDREN'S TRUST  
OF ALACHUA COUNTY

# Application for ITN # 2022-04

## FORM 1 – Prospective Contractor Certification

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

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

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: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_  
*(Typed or Printed)*

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



## Application for ITN # 2022-04

### FORM 2 – Organizational Information

Organization Name (Legal Name)	
Primary Contact Name	
Primary Contact Phone	
Primary Contact Email	

All organizations must meet the minimum requirements to bid. For each requirement below, indicate whether your organizations meets it or not, and provide a brief narrative to support your response. The Trust reserves the right to verify any information and to request additional documentation.

1. Provider must be currently qualified to conduct business in the State of Florida	Yes No
<b>SUPPORTING NARRATIVE:</b>	
2. Provider must not be an Alachua County Public school or charter school approved by any public school system in the State of Florida	Yes No
<b>SUPPORTING NARRATIVE:</b>	
3. Provide a brief description of your enrichment programming and include the number of years you have been providing enrichment services in Alachua County.	Yes No
<b>SUPPORTING NARRATIVE:</b>	



4. What OST partners does your organization typically offer enrichment services to?	Yes No	
<b>SUPPORTING NARRATIVE:</b>		
5. Describe how your organization employs highly qualified staff members capable of developing strong, positive relationships with youth participants and are committed to professional development.	Yes No	
<b>SUPPORTING NARRATIVE:</b>		
6. Does your enrichment program serve children between the grades of kindergarten through 12th grade?	Yes No	
<b>SUPPORTING NARRATIVE:</b>		
7. Describe how your organization will work with and recruit eligible sites to implement enrichment sessions.	Yes No	
<b>SUPPORTING NARRATIVE:</b>		
<b>Contract termination for default in last five years?</b> <i>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.</i>		Yes No
<b>Included additional documents required for submission?</b> <ul style="list-style-type: none"> <li>○ Proof of Corporate Status and Legal Address (note: from SunBiz)</li> <li>○ Proof of enrichment program revenue from most recent fiscal year (such as tax documents, balance sheets etc.)</li> <li>○ Copy of IRS 501(c)(3) Determination Letter (if applicable)</li> </ul>		Yes No

**Application for ITN # 2022-04  
Form 3: Organizational Capacity Building Self- Assessment**

Instructions: Capacity Building self-assessment tool. Rate your current organizational capacity against the following scale:  
 LEVEL 1: Our program has not addressed this area or I am not familiar enough with this aspect of the program to rate its performance.  
 LEVEL 2: Our program is just beginning to work in this area.  
 LEVEL 3: Our program has done some work on this standard.  
 LEVEL 4: Our program frequently demonstrates this standard, but needs consistency.  
 LEVEL 5: Our program is clearly proficient with this standard and can demonstrate proficiency in observable ways.  
 LEVEL 6: This standard does not apply to my organization

**Program must rate every element to be considered complete. Scores of 3 or lower will display in red.**

After completing the self-assessment, identify a minimum of 4 quality standards to prioritize for your capacity building plan. Funding type refers to the type of funding available from CTAC to support this standard

<b>Name of Organization:</b>	
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**Quality Standard 1: Administration and Organization**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
1.1. The program has a written mission statement based on its philosophy and goals	IP	a) The mission statement, philosophy and goals are shared with and made available to staff, children and youth, and families.		
	IP	b) The mission statement is posted prominently in high-traffic locations throughout the facility.		
1.2. The program involves children and youth, families and staff in planning and implementing suitable activities that are consistent with the program's mission statement.	IP	a) Program administration documents the input of staff, children and youth, and families and uses it plan activities and offerings as appropriate.		
1.3. The program has established written goals that are measurable and aligned with the mission statement and help the program achieve sustainability.	IP	a) Program administration documents the input of staff, children and youth, and families and uses it plan activities and offerings as appropriate.		
	IP	a) The program has documentation that family policies and procedures have been distributed.		
1.4. The program has a written code of conduct, with policies and procedures for children, families, staff and volunteers.	IP	b) The program has documentation that staff policies and procedures have been distributed.		
	IP	c) The program has documentation that volunteer policies and procedures have been distributed.		
	IP	a) The program has a written financial and business management plan that supports the program's mission, philosophy, goals and sustainability.		
1.5. The program has established sound fiscal and business practices to ensure continued and sustained program operations.	IP	b) There are written operational policies and procedures covering programs and activities (including emergency, confidentiality, personnel, budget and fiscal policies) that are reflective of the mission.		
	IP	c) Fiscal operating procedures are reviewed annually and updated as appropriate.		
	IP	d) Business operating procedures are reviewed annually and updated as appropriate.		
	IP	a) All survey results for program improvement are documented.		
1.6. The program collects written feedback through surveys, parent conferences and/or other forms of communication.	IP	a) The program is evaluated at least annually by staff, children and youth and volunteers.		
	IP	b) The mission statement, philosophy and goals are reviewed at least annually in terms of evaluative findings and updated as appropriate.		
	IP	c) To improve operations and programming, the program reviews data collected from its evaluations at least annually.		
	IP	d) Results of evaluations are documented and shared with staff, children and youth, families and the community.		
	IP	e) The program implements appropriate findings from its evaluations.		
1.7. The program has implemented a written evaluation system to determine whether its mission and goals are being achieved. <b>CTAC will sponsor free Evaluation Training for staff</b>	IP	a) There is documentation of community support for the program.		
	IP			
1.8. The program has developed relationships with community and business leaders to ensure program enhancement and sustainability.	IP			

**Quality Standard 2: Program Management and Staff**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
2.1. The program documents the daily arrival and departure of individual children and youth. Children and youth are released only to authorized persons designated by parent(s) or guardian(s) in writing.	IP	a) There are written policies and procedures to document attendance.		
	IP	b) There are written policies and procedures to ensure that children and youth are released only to authorized persons.		
	IP	c) Policies and procedures are in place to ensure warm greetings, smooth transitions, and organized arrivals and departures for all children and youth.		
2.2. The program provides direct supervision at all times. The Florida Afterschool Network (FAN) recognizes that staff-to-child/staff to-youth ratios vary according to ages, abilities and the type and complexity of activities being presented. FAN recommends the program maintains a minimum ratio of one (1) direct service staff member for every twenty (20) children and/or youth.	IP	a) Written procedures are in place to ensure adequate staff coverage in case of emergencies or absenteeism.		
	IP	b) Staff provides different levels of supervision according to ages, abilities, needs and program policy.		
	IP	c) Staff knows where children and youth are and what they are doing at all times.		
2.3. The program implements a written training plan based upon the Florida Core Competencies for Afterschool Practitioners. The training plan ensures staff participates in a minimum of fifteen (15) hours of relevant training per year.	IP	a) Program administration works with each staff member to create and implement an individual training plan of at least 15 hours per year of documented relevant training.		
2.4. In addition to written job descriptions and personnel policies, the program has policies and a parent handbook that further explain staff roles. The program provides annual written evaluations for all staff	IP	a) There is documentation that written evaluations of all staff are conducted annually and signed by staff members.		
	IP	b) There are current job descriptions on file for each position.		
	IP	c) All employees have signed their own job description.		
2.5. The program has written documentation that staff and volunteers comply with all state regulated background screening and fingerprinting requirements as well as drug testing regulations and program policies. <b>Known Direct Cost: \$100/Staff</b> Funds can be used to pay for the fees associated to obtaining a background check	DC	a) All results of background screening and drug testing are kept in secure personnel files.		
2.6. The program conducts monthly staff meetings with agendas and documented staff attendance.	IP	a) Copies of meeting agendas, minutes and attendance sheets are kept in management files.		
	IP	b) Opportunities are provided to discuss and problem solve issues and concerns relating to individual staff, children and youth, and families.		
2.7. The program is ADA compliant and no child is excluded from the program, regardless of the level or severity of disability, provided they can be safely accommodated as evidenced by the following:	IP	a) The program policies include reference to ADA compliance.		
	IP	b) Staff provides different levels of supervision according to ages, abilities, needs and program policy.		

**Quality Standard 3: Communication and Interaction**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
3.1. The program encourages appropriate verbal, non-verbal and written communication in a professional manner.	IP	a) Staff are evaluated on their verbal communication skills.		
	IP	b) Staff are evaluated on their non-verbal communication skills.		
	IP	c) Staff are evaluated on their written communication skills.		
	IP	d) The program offers training on verbal, non-verbal and written communication skills.		
3.2. Afterschool educators engage with all children in positive and respectful ways through listening, acceptance and appreciation, and help children develop a sense of belonging	IP	a) Staff treat children and youth with respect and interact in ways that reflect high expectations and promote positive self esteem.		
	IP	b) Staff make children and youth feel welcome and comfortable, and respond to them with acceptance and appreciation.		
	IP	c) Staff guide children and youth to be respectful and cooperative, and to work well together.		
3.3. As role models for children and youth, staff engage other staff in an appropriate and professional manner	IP	d) Staff use Developmentally Appropriate Practice to share the interests of children and youth in one-on-one and small group conversations.		
	IP	a) Staff communicate with each other professionally.		
	IP	b) Staff work as a team and supports their peers' programs and activities.		
	IP	c) Staff exhibit positive, respectful relationships with each other.		
3.4. Afterschool educators respond appropriately to the individual needs of children, recognizing their racial, ethnic, language, abilities and	IP	d) Staff model positive adult relationships.		
	IP	a) Staff recognize the ranges of abilities of children and youth, and provides opportunities for them to succeed through Developmentally Appropriate Practice.		
	IP	b) The cultures of all children and youth are respected and incorporated into developmentally appropriate activities.		

3.5. Afterschool educators encourage children to take initiative, make choices, be responsible and take on challenging tasks and activities	IP	c) Staff respond in a positive respectful way to the ranges of feelings and emotions of children and youth.		
	IP	d) Staff engage with children and youth in activities to help them learn and understand, and to become increasingly responsible.		
	IP	e) Staff model, support, and value diversity.		
	IP	a) Staff pose questions that enable children and youth to develop thinking and reasoning skills.		
	IP	b) Staff provide children and youth opportunities to participate in self-directed or group-directed activities.		
	IP	c) Staff encourage children and youth to assume leadership roles.		
	IP	d) Staff guide children and youth to make informed choices.		
	IP	e) Staff encourage children and youth to develop problem solving skills.		
3.6. Afterschool educators communicate and reinforce clear limits and rules, and apply an approach to behavioral management that includes positive reinforcement and intentional social-emotional skill-building. Positive techniques are used to guide the behavior of children by setting appropriate limits and encouraging children to choose positive behaviors	IP	a) The program establishes, maintains and communicates a code of conduct for staff, children and youth, and families.		
	IP	b) Staff and families work together on positive behavioral supports, disciplinary techniques and logical consequences.		
	IP	a) Staff interact with children and youth in ways that reflect high expectations.		
	IP	b) Staff encourage children and youth to make informed choices and assume responsibility.		
	IP	c) Staff offer assistance in ways that support children and youth as they pursue initiatives and develop independent thinking.		
	IP	d) Staff encourage youth to cooperate, share and participate in activities appropriately.		
	IP	e) Staff model and use positive techniques to resolve conflicts.		
	IP	f) Staff encourage children and youth to resolve their own conflicts, when appropriate.		
3.7. Afterschool educators interact with children using various approaches to help them learn to think for themselves, develop problem solving skills and improve language skills through frequent conversation. Staff encourages children to resolve their own conflicts	IP	a) Staff provide an environment that makes children and youth and families feel welcome, comfortable and respected.		
	IP	b) Staff use arrival and departure times to communicate information with parents or others responsible for children and youth.		
	IP	c) Staff plan activities that encourage positive interactions between children and youth, families and other staff.		
	IP	a) Program collects information from families regarding preferred language and identity.		
	IP	b) Bilingual staff members are available for families whose first language is not English.		
	IP	c) Program forms are available in multiple languages.		
	IP	d) Planned activities reflect the language and culture of the families being served.		
3.8. Afterschool educators provide opportunities for children and youth, families and other staff to interact with each other in positive ways.	IP	a) Staff and volunteers receive appropriate levels of supervision and feedback including, at a minimum, an annual written performance review for staff members.		
	IP	b) On-site administrators participate in activity time with children and youth to model skills for staff.		
	IP	c) New staff and volunteers are given a comprehensive orientation to the program, including review of the agency's mission and philosophy, job descriptions, personnel policies and operating procedures		
	IP	d) Program administrators communicate with staff and volunteers on all policy and procedure updates as appropriate.		
	IP	e) Program administrators make site visits to ensure communication with all staff and volunteers.		
	IP	f) Achievements of staff and volunteers are recognized and celebrated throughout the program.		
3.9. Program services are delivered in a culturally competent way.	IP	a) Lesson plans demonstrate age and developmentally appropriate activities that reflect the mission and goals of the program.		
	IP	b) Staff understand and appreciate that children and youth have differing interests, abilities and talents. A variety of activities are planned so that each child and youth may participate appropriately.		
	IP	a) The daily schedule is prominently displayed.		
	IP	b) The daily schedule provides for routine while allowing for flexibility.		
	IP	c) Staff provide smooth transitions between activities.		
	IP	a) Activities are planned which are appropriate for the ages, abilities and cultures of the children and youth.		
	IP	b) The variety of activities is sufficient to address the academic, physical, social and emotional needs of the children and youth.		
	IP	c) Activities are planned to introduce children and youth to new experiences and skills.		
	IP	d) There are opportunities for quiet activities and socializing.		
	IP	e) Children and youth are able to participate in multiple activities, often at their own pace.		
	IP	a) Enrichment activities are implemented which promote core academic skills.		
	IP	b) Enrichment activities offered include, but are not limited to, art and crafts; music and movement; sports and fitness; community service activities; drama and theater; health, safety, and nutrition; science; and technology		
	IP	c) Opportunities are provided to showcase individual achievements and successes.		
	IP	d) The program plans and implements community service activities.		
	IP	a) Staff communicate with school personnel and parents to create and implement programs and activities that support education efforts.		
	IP	b) The program's academic support component enhances but does not repeat school day instruction.		
	IP	c) Children and youth have access to high quality homework help and/or tutoring assistance as well as resource materials.		
	IP	d) Staff provide opportunities for children and youth to read, write, have discussions and participate in activities that improve learning skills.		
	IP	e) Clean, well-lit, dedicated space and furnishings appropriate for the children and youth exist for academic support and homework assistance.		
	IP	a) There are daily opportunities for children and youth to participate in indoor/outdoor physical activities.		
	IP	b) There is a sufficient number and variety of daily recreational, sports and/or fitness activities that meet the interests and abilities of all children and youth.		
	IP	a) Equipment and play structures are in good working order and are age and developmentally appropriate for all children and youth.		
	IP	b) Children and youth have easy access to materials and equipment for both active and quiet play.		
	IP	c) A comfortable area is available where children and youth may relax and have quiet time.		
	IP	a) The program has or requests information on any accommodations a child or youth may need.		
	IP	b) Reasonable accommodations have been made to the environment, program and/or schedule as necessary to enable all children and youth to participate.		
	IP	a) Written field trip policies and procedures are in place to ensure the safety of children and youth.		
	IP	b) Vehicles and drivers meet established written agency policies for transporting children.		
	IP	a) The program has written policies and procedures to transport children safely and complies with all local and state requirements for vehicles and drivers.		
	IP	b) The program has provision to include additional staff supervision for field trips as necessary.		

**Quality Standard 4: Program Structure and Activities**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
4.1. The program offers developmentally appropriate activities that reflect the mission and goals of the program.	IP	a) Lesson plans demonstrate age and developmentally appropriate activities that reflect the mission and goals of the program.		
	IP	b) Staff understand and appreciate that children and youth have differing interests, abilities and talents. A variety of activities are planned so that each child and youth may participate appropriately.		
4.2. The program posts a daily schedule that is flexible and contains transitions that help children and youth move smoothly from one activity to another.	IP	a) The daily schedule is prominently displayed.		
	IP	b) The daily schedule provides for routine while allowing for flexibility.		
	IP	c) Staff provide smooth transitions between activities.		
4.3. The program allows children to choose their own activities from a daily schedule that offers both indoor and outdoor activities and a variety of social, recreational and educational opportunities.	IP	a) Activities are planned which are appropriate for the ages, abilities and cultures of the children and youth.		
	IP	b) The variety of activities is sufficient to address the academic, physical, social and emotional needs of the children and youth.		
	IP	c) Activities are planned to introduce children and youth to new experiences and skills.		
	IP	d) There are opportunities for quiet activities and socializing.		
	IP	e) Children and youth are able to participate in multiple activities, often at their own pace.		
4.4. The program offers supports in core academic areas and life skills as well as in broad enrichment opportunities	IP	a) Enrichment activities are implemented which promote core academic skills.		
	IP	b) Enrichment activities offered include, but are not limited to, art and crafts; music and movement; sports and fitness; community service activities; drama and theater; health, safety, and nutrition; science; and technology		
	IP	c) Opportunities are provided to showcase individual achievements and successes.		
	IP	d) The program plans and implements community service activities.		
4.5. The program offers scheduled time in an appropriate environment for academic support and/or homework assistance.	IP	a) Staff communicate with school personnel and parents to create and implement programs and activities that support education efforts.		
	IP	b) The program's academic support component enhances but does not repeat school day instruction.		
	IP	c) Children and youth have access to high quality homework help and/or tutoring assistance as well as resource materials.		
	IP	d) Staff provide opportunities for children and youth to read, write, have discussions and participate in activities that improve learning skills.		
	IP	e) Clean, well-lit, dedicated space and furnishings appropriate for the children and youth exist for academic support and homework assistance.		
4.6. The program provides planned daily recreation, sports or fitness activities.	IP	a) There are daily opportunities for children and youth to participate in indoor/outdoor physical activities.		
	IP	b) There is a sufficient number and variety of daily recreational, sports and/or fitness activities that meet the interests and abilities of all children and youth.		
4.7. The program includes a sufficient amount of materials and equipment that are developmentally appropriate, accessible and in good working order.	IP	a) Equipment and play structures are in good working order and are age and developmentally appropriate for all children and youth.		
	IP	b) Children and youth have easy access to materials and equipment for both active and quiet play.		
	IP	c) A comfortable area is available where children and youth may relax and have quiet time.		
4.8. The program has procedures for collecting observation and assessment data to inform improvement of instructional practices. Afterschool educators are responsive to information collected and trained to adapt and modify curriculum and the learning environment in order to reach all children	IP	a) The program has or requests information on any accommodations a child or youth may need.		
	IP	b) Reasonable accommodations have been made to the environment, program and/or schedule as necessary to enable all children and youth to participate.		
4.9. Additional supports and assistive technology are provided, as needed	IP	a) Written field trip policies and procedures are in place to ensure the safety of children and youth.		
	IP	b) Vehicles and drivers meet established written agency policies for transporting children.		
4.10. When on field trips, all precautions are taken to ensure the safety of children	IP	a) The program has written policies and procedures to transport children safely and complies with all local and state requirements for vehicles and drivers.		
	IP	b) The program has provision to include additional staff supervision for field trips as necessary.		

**Quality Standard 5: Health, Safety, and Nutrition**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
5.1. The program has written health, safety and nutrition policies available to families	IP	a) Health, safety, and nutrition policies are provided at registration and updated information is given when available.		
	IP	b) There is secure space for medical supplies.		
5.2. The program establishes policies and procedures to comply with established laws for the documentation and notification of suspected abuse and neglect and for physical, verbal and sexual harassment	IP	a) The program has established written policies and procedures that comply with established laws regarding suspected abuse and neglect.		
	IP	b) Staff have received training on their responsibilities if they suspect a child has been abused and/or neglected.		
	IP	a) The program has emergency plans posted in plain view.		
	IP	b) Emergency drills are conducted and documented on a monthly basis.		
	IP	c) Smoke detectors, fire extinguishers and fire alarms are in good working order and inspected as appropriate.		
	IP	d) Staff know the locations and proper use of fire extinguishers.		

	IP	e) There is a land line telephone or cell phone in good working order in close proximity at all times, including field trips.		
5.4. The program has staff certified in CPR and First Aid available and accessible to the children and youth at all times	DC	a) There is evidence staff are certified in first aid and CPR and universal health precautions are followed.		
<b>CTAC will sponsor free CPR Training for staff</b>	IP	b) First aid supplies are readily available.		
5.5. The program has a written medical policy which includes, at a minimum, a plan to ensure medication is provided in the original container, maintained in appropriately secured storage and dispensed as prescribed by a physician with written parental authorization	IP	a) The medical policy is provided to families at registration and updated information is given when appropriate.		
	IP	b) The medical policy includes maintaining a daily medical log.		
	IP	c) When special medical needs are identified, staff are trained to respond properly.		
5.6. Children and youth are separated at the first sign of illness and supervised by staff who takes proper health precautions. Parents are notified when appropriate	IP	a) The medical policy addresses the supervised separation of ill children and youth from well children and youth at the first sign of illness.		
	IP	b) Incident reports and parent notifications are documented.		
5.7. The program implements daily safety inspections and has procedures in place for dealing with hazardous conditions and equipment. Hazards are remedied in a timely manner.	IP	a) There is daily documentation that all program areas are clean and well maintained.		
	IP	b) Program staff are trained to recognize potential safety hazards and respond accordingly.		
	IP	c) Protective equipment is used when appropriate and as described by its manufacturer.		
5.8. Afterschool educators model, teach, and promote proper health, nutrition, safety and hygiene practices. Frequent handwashing is encouraged, especially after using the bathroom and immediately prior to snacks and meals	IP	a) The program provides staff training on health topics.		
	IP	b) The program requires all staff members to model healthy behaviors/attitudes while following universal health precautions.		
	IP	c) Bathrooms are clean, supplies are accessible, and proper handwashing procedures are posted and practiced.		
5.9. The program encourages implementation of the 'Afterschool Healthy Eating and Physical Activity Standards' (HEPA). Drinking water is readily available at all times	IP	a) The program promotes and serves nutritious snacks, drinks, and meals.		
	IP	b) The amount and type of food offered is appropriate.		
	IP	c) Drinking water is readily available at all times, including outdoors.		

**Quality Standard 6: Program Environment**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
6.1. The program environment provides dedicated usable safe space for all activities during hours of operation	IP	a) There is space available for all program activities including indoor and outdoor, active and quiet, and individual and group		
	IP	b) The indoor and outdoor spaces are arranged appropriately to accommodate all children		
	IP	c) Written guidelines are in place regarding the use and maintenance of materials, equipment, and the facility.		
	IP	d) Temperature and lighting are appropriate for all activity areas used for the program.		
	IP	e) The furnishings, materials and equipment are well maintained and suitable for each age group. Children and youth are trained in proper care and use.		
	IP	f) All program space is clean and free of safety hazards.		
6.2. The space is arranged to be conducive for simultaneous social, recreational and educational activities	IP	a) The indoor and outdoor space is large enough for staff to plan various program activities. Staff and children and youth are able to move about freely while participating in various activities.		
	IP	b) The space is arranged for the activities and can be modified to meet the needs of all children and youth.		
6.3. There is adequate and convenient storage space for equipment, materials and the personal possessions of children, youth and staff	IP	a) Adequate and convenient space is available for program supplies and the personal belongings of staff.		
	IP	b) Adequate and convenient space is available for the personal belongings of children and youth.		

**Quality Standard 7: Family and Community Involvement**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
7.1. The program develops, implements and maintains a current plan for family and community involvement. The plan includes regularly scheduled activities for participation.	IP	a) The program creates opportunities for family involvement, such as open houses, special events and parent nights.		
	IP	b) The program provides a family handbook that includes information about the program's policies and expectations for family involvement.		
	IP	c) Orientation sessions are offered to all families.		
7.2. Families are welcomed within established policy guidelines, and are informed of their child's progress, both academically and socially	IP	a) Families are encouraged to provide input into activities and events.		
	IP	b) Families have regular opportunities to visit the program.		
7.3. The program supports families by linking them with individuals, organizations and agencies for community resources.	IP	c) Families have opportunities to volunteer in the program.		
	IP	a) The program makes available information about community resources to help meet the needs of children and youth and their families.		
	IP	b) Civic organizations and neighborhood groups are encouraged to volunteer as appropriate to support the program's mission and goals.		
7.4. The program provides a variety of communication offerings including newsletters, notes, electronic media and/or bulletin boards.	IP	c) Community agencies are involved in program activities.		
	IP	a) Families are kept informed about the program and upcoming events through notices and newsletters.		
	IP	b) Multiple methods are used to regularly communicate with families.		

**System Building**

Quality Standard	Funding Type	Element	Self-Assessment (Drop downs)	Evidence to support rating
8.1 Obtaining DCF Licensing	IP	a) Take the child care licensing questionnaire to determine if licensing is needed		
<b>Known Direct Cost:</b> CTAC will pay for all reasonable costs related to obtaining DCF licensing	DC	b) Obtain DCF Licensing		
8.2 ELC School Readiness Funding	IP	a) Create a profile on the ELC site		
	DC	b) Apply for and obtain School Readiness Funding		
8.3 Leveraging Public Funding Opportunities	IP	a) Participate in trainings to learn about effective grant writing and strategies		
<b>CTAC will sponsor free Grant Training for staff</b>				
8.4. Membership to Center for Nonprofit Excellence	DC	a) Utilizing trainings and resources for Center for Nonprofit Excellence		
<b>Known Direct Cost: \$350</b>				
8.5. Youth Development Capacity Building Collaborative Participation	IP	a) Participate in monthly workshops with other OST providers across Alachua County		
<b>All programs must select this element. No deliverables or due dates required.</b>				
8.6 Insurance Requirements	DC	a) All programs must procure and maintain insurance		

**Form 4: Capacity Building Plan and Proposed Budget**

**Instructions:** After completing the Capacity Building Self-Assessment Tool, identify a minimum of 4 quality standards your program would like to focus on. CTAC recommends you focus on areas of your organization where you scored a 3 or lower.

Quality Standards are separated into two categories 1) quality standards with a known direct cost (DC) and 2) quality standards with indirect planning costs (IP). For each quality standard with a known direct cost selected you will need to create a goal, tasks, deliverables, identify a lead, assign due dates and include an estimated cost and cost justification. For each quality standard with indirect planning costs selected you will need to create a goal, tasks, deliverables, identify a lead and assign due dates. No costs or justification are needed as these will be paid at a flat rate per planning standard upon completion of deliverables

Name of Organization:	
Program Revenue	\$75,000.00
Program Expenses:	\$ 5,000.00
Indirect Planning Costs Award Amount*:	\$10,000.00

PROPOSED FUNDING AMOUNT	
# of Standards Selected W/ Known Direct Cost	1
Direct Costs	\$200
# of Standards Selected W/ Indirect Plannng Costs**	4
Indirect Planning Costs	\$ 10,000.00
Estimated Cost per Indirect Planning Standard ***	\$ 2,500.00
<b>Total Proposed Capacity Building Request:</b>	<b>\$ 10,200.00</b>

\*Programs will be awarded capacity building funds based on program revenue from the previous year. If the program's revenue is over \$75,000, indirect planning funding will be capped at \$10,000. If revenue is under \$75,000, indirect planning funding will be \$5,000.

\*\*Providers will be compensated upon completion of deliverables identified on their capacity building plans.

\*\*\* Each goal identified on the capacity building plan will be assigned a funding value at time of contracting based on the number of goals included in the plan.

1) Quality Standards with a Known Direct Cost (DC)						
Instructions: For each quality standard with a known direct cost elected you will need to create a goal, tasks, deliverables, identify a lead and assign due dates and include an estimate costs and cost justification. Direct Costs: Programs will be awarded direct costs to support the implementation of specific activities associated with the capacity build plan. CTAC will pay for all reasonable costs, but they must be estimated at time of contracting and approved in advance by contract manager. Examples of direct costs includee costs to obtain background checks, membership fees, trainings, classes, etc. Providers will be compensated for direct costs on a cost-reimbursement basis with appropriate documentation. Providers can receive an initial advance of 25% of direct costs but reimbursements must be trued up before additional payments are made. Additionally, any advance paid for direct costs that are not completed during the contract terms must be paid back to CTAC for lack of progress and/or documentation <input type="checkbox"/>						
Selected Quality Standard (Select From Drop Down)	Program Goal (Needs to be SMART Goal)	Proposed Deliverables	Task Lead	Due Date	Estimated Cost	Cost Justification




### 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 ITN, 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 ITN 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 ITN may be rejected by the CTAC as non-responsive. It is desirable that all responses meet the following requirements:
  - All copies are printed double-sided.*
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are preferred.*
  - Materials should be submitted in a format which allows for easy removal and recycling of paper materials.*
5. COST FOR PROPOSAL PREPARATION: Any costs incurred by prospective contractors in preparing or submitting proposals as well as costs associated with any resultant presentations or negotiations are the prospective contractors' sole responsibility; the CTAC will not reimburse any prospective contractor for any costs incurred prior to contract award.
6. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the longer validity period is requested to allow for unforeseen delays.
7. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the ITN, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the prospective contractors shall become the property of CTAC when received.
8. PROSPECTIVE CONTRACTOR'S REPRESENTATIVE: Each prospective contractor shall submit with their proposal the name, mailing address, e-mail address and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
9. SUBCONTRACTING: Prospective contractors may propose to subcontract portions, but not all, of the work performed. However, prospective contractors shall clearly indicate in their proposals all the work they plan to subcontract and to whom it will be subcontracted. Prospective contractors shall also provide identifying information for each proposed subcontractor similar to the identifying information provided for the contractor submitting the proposal.
10. TRADE SECRET INFORMATION: Trade secrets or similar proprietary data which the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows: Each page shall be identified by the prospective contractor in boldface text at the top and bottom as "TRADE SECRET". Any section of the proposal which is to remain confidential shall also be so marked in boldface text on the title page of that section. Price information may not be deemed proprietary. In spite of what is labeled as confidential, proprietary or trade secret, the determination as to whether or not certain material is confidential, proprietary or a trade secret shall be determined by law. If a prospective



contractor designates any information in their proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

11. ACCOMMODATIONS: Reasonable accommodations will be provided by the CTAC for prospective contractor personnel who need assistance due to a physical disability. However, the CTAC must have reasonable advance written notice prior to the pre-proposal conference (if any) or any other visit to the CTAC's facilities. The prospective contractor shall contact Ashley Morgan-Daniel at [amd@childrenstrustofalachuacounty.us](mailto:amd@childrenstrustofalachuacounty.us) no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodations.

**SECTION 4: MODEL CONTRACT FOR SERVICES**

**CONTRACT FOR SERVICES**

NO. \_\_\_\_\_

**BETWEEN THE CHILDREN'S TRUST OF ALACHUA COUNTY AND**

---

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

**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:

Term:

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

Performance of Services:

B. The Services will be performed by CONTRACTOR as specified in the ITN and the Response.

**Section 2. Billing and Compensation:**

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

B. **Indirect Planning:** Programs will be awarded capacity building funds based on program revenue from previous year. If the program's revenue is over \$75,000, indirect planning funding will be capped at \$10,000. If revenue is under \$75,000, indirect planning funding will be \$5,000. Providers will be compensated upon completion of deliverables identified on their capacity building plans. Each goal identified on the capacity building plan will be assigned a funding value at time of contracting based on the number of goals included in the plan.

C. **Direct Costs:** Programs will be awarded direct costs to support the implementation of specific activities associated with obtaining DCF Licensing and/or ELC School Readiness contracts. CTAC will pay for all reasonable costs, but they must be estimated at time of contracting and approved in advance by contract manager. Examples of direct costs include staff training costs to obtain background checks, membership fees, trainings, classes, etc. Providers will be compensated for direct costs on a cost-reimbursement basis with appropriate documentation. Providers can receive an initial advance of 25% of direct costs but reimbursements must be trued up before additional payments are made. Payments in excess of the trued-up value will need to be returned to the CTAC at the conclusion of the contract.

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 [invoice@childrenstrustofalachuacounty.us](mailto:invoice@childrenstrustofalachuacounty.us), or to the CTAC at the following address.

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

D. In the event that the CTAC becomes credibly informed that any representations of, or 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.

E. 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).

F. The Contractor shall submit invoices by the 15<sup>th</sup> of every month and its final invoice for the grant period by \_\_\_\_\_ of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous grant period if submitted after \_\_\_\_\_.

G. Invoice payments shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3. 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 5**. 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 2. 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 3. 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 4. Modifications:**

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

**Section 5. 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. 1<sup>st</sup> Street  
Gainesville, Florida 32602  
Attn: Finance and Accounting

**Section 6. Assignment of Interest:**

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

**Section 11. Independent Contractor:**

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

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

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

**Section 12. Indemnification:**

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

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

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

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

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

**Section 13. Insurance:**

A. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment 2**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **attachment 2a**.

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

**Section 14. Laws & Regulations:**

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

**Section 15. E-Verify.**

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

**Section 16. Non-Waiver:**

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

**Section 17. Severability:**

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

**Section 18. Entire Agreement:**

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

**Section 19. Collusion:**

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

**Section 20. Conflict of Interest:**

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

**Section 21. Third Party Beneficiaries:**

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

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

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

**Section 23. Construction:**

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



**Section 24. Project Records:**

**A. General Provisions:**

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

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

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

**B. Confidential Information:**

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

2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor

under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

**C. Project Completion:**

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

**D. Compliance:**

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

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

EMAIL: [publicrecordrequests@childrenstrustofalachuacounty.us](mailto:publicrecordrequests@childrenstrustofalachuacounty.us)  
PHONE: (352) 374-1830  
ADDRESS: P.O. Box 5669, Gainesville, FL 32627

**Section 25. Communications:**

A. The Contractor shall maintain a working email address and shall respond to 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 <https://www.childrenstrustofalachuacounty.us/funding/page/provider-resources>

**Section 28. Electronic Signatures.**

A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The 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. Counterparts:**

A. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or 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 ITN

D. The ITN 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 ITN shall not be included in this contract.

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

**CHILDREN'S TRUST OF ALACHUA COUNTY**

By: \_\_\_\_\_  
Colin Murphy  
Executive Director  
Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Attorney for the Trust

**CONTRACTOR**

ATTEST (By Corporate Officer)

By: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## Attachment 1: Scope of Services

### Scope of Services

Name of Organization:	
Program Revenue	\$75,000.00
Program Expenses:	\$ 5,000.00
Indirect Planning Costs Award Amount*:	\$10,000.00

\*Programs will be awarded capacity building funds based on program revenue from the previous year. If the program's revenue is over \$75,000, indirect planning funding will be capped at \$10,000. If revenue is under \$75,000, indirect planning funding will be \$5,000.

\*\*Providers will be compensated upon completion of deliverables identified on their capacity building plans.

\*\*\* Each goal identified on the capacity building plan will be assigned a funding value at time of contracting based on the number of goals included in the plan.

PROPOSED FUNDING AMOUNT	
# of Standards Selected W/ Known Direct Cost	1
Direct Costs	\$200
# of Standards Selected W/ Indirect Plannng Costs**	4
Indirect Planning Costs	\$ 10,000.00
Estimated Cost per Indirect Planning Standard ***	\$ 2,500.00
Total Proposed Capacity Building Request:	\$ 10,200.00

1) Quality Standards with a Known Direct Cost (DC)	Instructions: For each quality standard with a known direct cost elected you will need to create a goal, tasks, deliverables, identify a lead and assign due dates and include a estimate costs and cost justification. Direct Costs: Programs will be awarded direct costs to support the implementation of specific activities associated with the capacity build plan. CTAC will pay for all reasonable costs, but they must be estimated at time of contracting and approved in advance by contract manager. Examples of direct costs includee costs to obtain background checks, membership fees, trainings, classes, etc. Providers will be compensated for direct costs on a cost-reimbursement basis with appropriate documentation. Providers can receive an initial advance of 25% of direct costs but reimbursements must be trued up before additional payments are made. Additionally, any advance paid for direct costs that are not completed during the contract terms must be paid back to CTAC for lack of progress and/or documentation <input type="checkbox"/>					
Selected Quality Standard (Select From Drop Down)	Program Goal (Needs to be SMART Goal)	Proposed Deliverables	Task Lead	Due Date	Estimated Cost	Cost Justification

**Attachment 2: 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.**

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.

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

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

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

**IV. OTHER INSURANCE PROVISIONS.**

A. All Coverages

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

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

CERTIFICATE HOLDER: Children's Trust of Alachua County

**Attachment 3: Deliverables**

<b>DATE RANGE</b>	<b>DELIVERABLE</b>	<b>EVIDENCE</b>	<b>DUE DATE</b>
Date of Award – May 1, 2022	1. Approved Capacity Building Plan and self-assessments	Approved Capacity Building Plan	May 1, 2022
June 2022—September 2022	3. Monthly Progress Reports and invoices	Monthly Progress Reports	Due of the 15th of every month
September 30, 2022	4. End-of-Program Narrative and Post self-assessments	End-of-Program Narrative Self-assessments	October 15, 2022

**Attachment 4: Performance Measures**

<b>Quantity: How much?</b>	<b>Target</b>
# of goals identified in capacity-building plan	Minimum of 4 goals
<b>Quality/Effort: How well are services provided?</b>	<b>Target</b>
Met or exceeded goals identified in capacity building plans	100%
<b>Client Benefits: Is anyone better off?</b>	<b>Target</b>
End of Program Narrative detailing how completed goals improved program structure	Completed



**Attachment 5: Data and Reporting**

	<b>Due Date*</b>	<b>What to Report</b>
<b>Capacity Building Collaborative</b>	15 <sup>th</sup> of each month	- Monthly Progress report (May through September) - Invoice
	October 15, 2022	End of Program Narrative