

# **COVER PAGE**

REQUEST FOR PROPOSAL (RFP) #:	2023-02
PROJECT TITLE:	Youth Mentoring Program
PROJECT MANAGER	Procurement@childrenstrustofalachuacounty.us
SUBMIT A QUESTION: https:// www.childrenstrustofalachuacounty.us/ programs/page/2023-02-youth- mentoring-program-request-proposal-rfp	https://www.childrenstrustofalachuacounty.us/programs/webform/rfp-2023-02-question-submission-youth-mentor-program
LAST DAY FOR QUESTIONS REGARDING THIS RFP	August 4, 2023
AVAILABLE FUNDING:	\$500,000
ANTICIPATED CONTRACT TERMS:	October 1, 2023- September 30, 2024
WEBSITE:	https://www.childrenstrustofalachuacounty.us/
RPF ISSUE DATE:	July 13, 2023
Submission Deadline	August 17, 2023, 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 matters. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager at the email on the cover page and must be received by the CTAC prior to the deadline for written questions also shown on the Request for Proposals (RFP) cover page. The date limitation for posing questions will permit CTAC to issue any necessary corrections and/or addenda to this RFP in time for all prospective contractors to react by adjusting, if needed, their proposals. A summary of all questions from prospective contractors and CTAC responses to those questions will be posted by RFP number on the CTAC's website.

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

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

Prospective contractors that receive this RFP from the CTAC web site or from any source other than the Project Manager and wish to assure receipt of any addenda or additional materials related to this RFP, should immediately contact the Project Manager and provide their contact information so that RFP addenda and other communications related to this procurement can be sent to them. It is the prospective contractor's responsibility to ensure that all addenda have been reviewed and, if need be, signed and returned or noted in the proposal.

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

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

The Children's Trust of Alachua County (CTAC) funds and supports a coordinated system of community services that allows all youth and their families to thrive. Established as an Independent Special District in 2018, the CTAC vision is to facilitate equitable access and opportunities for all children and families in Alachua County to ensure every child reaches their maximum potential.

Three strategic priorities include:

All children and youth are healthy and have nurturing caregivers.

All children and youth can learn what they need to be successful.

All children and youth live in a safe community.

## Mission Statement

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

## Vision Statement

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

## **Guiding Principles**

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

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

## C. Eligible Applicants

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

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

# D. Solicitation Timeline -Youth Mentoring Programming

EVENT	DATE / DUE DATE
Release of the competitive solicitation and begin the Cone of Silence	July 13, 2023
Bidders' Conference and Application Training (attendance is highly recommended)  Registration link - 10 am  https://us02web.zoom.us/meeting/register/tZwkdOmgpzliGNNwNhcQYg8iQPjwWmiY52oC	July 25, 2023  10 AM to 12:00 PM — Bidders' Conference  & Application Training
Registration link - 6 pm https://us02web.zoom.us/meeting/register/tZlpc-mtrDwpG9x6- u3RpVc7s013yYXi7Qj8	<b>July 25, 2023</b> 6:00 PM to 8:00 PM – Bidders' Conference & Application Training
Last day to submit written questions	August 4, 2023, 3:00 PM
Final response to all written questions posted	August 8, 2023, 3:00PM
Office Hours for Technical Support  Email your appointment request to	July 26, 2023 August 8, 2023 August 10, 2023
Procurement@childrenstrustofalachuacounty.us  Application Submission Deadline	August 17, 2023, 3:00PM
Public Opening of Bids (Public Meeting) https://us02web.zoom.us/meeting/register/tZwucuuqqj8pH90GZGicj SOqnz88GI63jK o	August 17, 2023, 4:00PM
Application Review Period	August 21 – August 25, 2023
Review team – final score deliberation (Public Meeting)	August 28, 2023, TBD
Funding recommendations released (Trust Board Meeting Packet)	September 6, 2023
The Children's Trust of Alachua County Board Meeting Review Funding Recommendations Location: Children's Trust Office 802 NW 5 <sup>th</sup> Ave, Gainesville, FL 32627	Wednesday, September 13, 2023, 4:00PM
End cone of silence; Appeal process begins. Appeal review 5-day period if needed	September 14, 2023
Contract negotiations begin	September 18, 2023
Contracts begin	October 1, 2023

### SECTION 2: FUNDING OPPORTUNITY

## A. Overview of Solicitation

By approval of Resolution 2023-10 on July 10, 2023, The Children's Trust of Alachua County seeks applications for funding to implement and deliver Youth Mentoring Programs to elementary, middle school, or high school age youth living in Alachua County. This program furthers CTAC Goal 3: All children and youth live in a safe community. Mentoring is often one component of a program that involves character building elements, such as life skills, training and coaching. Funds will be provided to support mentoring programs for one year, with the possibility of a contract renewal based on the availability of funds approved by the CTAC board, as well as successful implementation of the program. There is a strong focus on utilizing research informed programs, best practices, and standards. These funding opportunities will also allow for some "grassroots" programs to build their capacity. Funded organizations will recruit, train, screen, support, and supervise individual adult mentors, who will be matched with youth.

The CTAC intends to award up to \$500,000 for youth mentoring programs, up to \$75,000 per organization. This procurement will focus on establishing multiple contracts with providers to implement new mentoring programs or expand or enhance existing youth mentoring programs.

Successful applicants will be required to enter a contract with the CTAC for the services requested in this RFP within two weeks of funding announcement. Organizations submitting a proposal must be prepared to use the CTAC's standard contract form rather than its own contract form. A Model Contract for Services is attached to this RFP. The CTAC intends to award a contract substantially in the form of the attached Model Services Contract to the selected contractors.

## **B.** Term of Services

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

## C. Minimum Requirements to Bid

Organizations can apply for funding based on the following requirements:

- a. Must be currently qualified to conduct business in the State of Florida.
- b. Must have experience working with youth in out-of-school time.
- c. Must offer mentoring services to youth currently enrolled in elementary, middle school, or high school, living in Alachua County.
- d. Must offer one-to-one and group mentoring sessions.
- e. Must comply with Level 2 background screening and fingerprinting for all staff and mentors.
- f. Must have at least 1 year of experience offering youth mentoring services with elements of character-building activities.

## D. Scope of Service

CTAC seeks to expand access to youth mentoring programs with character-building activities that creates supportive long-term relationships with caring adults and positively impacts youth living in Alachua County. Successful applicants should focus on supporting pressing community needs, that provide services leveraging best practices, or evidence-based frameworks, that are collaborative and integrated mentoring support programs with outcomes to reduce juvenile delinquency, truancy, substance abuse, victimization, and other high-risk behaviors. Funded youth mentoring programs will be supported by a program supervisor to provide oversight to the mentors and mentees recruited for the program.

Contractors will need to indicate the evidence-based model they intend to implement, describe the model and how it

will be used for their program. Otherwise, Contractors using a practice-based approach will need to explain how the program will be implemented and result in the desired outcomes for participants. In both cases, Contractors should draw on relevant research and theory, illustrating the validity of the program design, as well as, how the services align with local needs.

While no universal definition exists for the term "evidence-based program", resources are available highlighting programs and practices that demonstrate, through rigorous and credible research, achievement of positive results for youth in mentoring programs.

The following links showcase evidence-based models and researched informed practices:

- Results First Clearinghouse Database. Penn State Social Science Research University. Penn State
   University. <a href="https://evidence2impact.psu.edu/what-we-do/research-translation-platform/results-first-resources/clearing-house-database/">https://evidence2impact.psu.edu/what-we-do/research-translation-platform/results-first-resources/clearing-house-database/</a>
- Mentoring Program Reviews. National Mentoring Resource Center Research Board. Office of Juvenile
  Justice and Delinquency Prevention. <a href="https://nationalmentoringresourcecenter.org/research-tools/evidence-reviews/mentoring-program-reviews/">https://nationalmentoringresourcecenter.org/research-tools/evidence-reviews/mentoring-program-reviews/</a>
- Elements of Effective Practice for Mentoring (4th Edition). MENTOR: The National Mentoring Partnership.
   https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/
- Practice Profile: Mentoring for Youth Development. Crime Solutions. National Institute of Justice.
   https://crimesolutions.ojp.gov/ratedpractices/15#pd

## **Program Requirements:**

- One-To-One mentoring component will need to be consistent and reliable to ensure trusting rapport is built between mentor and mentee, to build social skills, life skills, and positive self-image<sup>1</sup>. Set schedules are to be in place to allow some flexibility so that mentors and mentees can identify dates and times that work well for their schedules. Note: Recommended practice for one-to-one mentor and mentee contacts consist of an average of once a week and for a total of four hours or more per month over the course of the relationship<sup>2</sup>. Applicants for this RFP should strive for twice a month in person, one-to-one meetings<sup>3</sup>.
- Group Sessions will serve as an opportunity to engage youth and adult mentors in character-building
  activities that allow mentors and mentees to get to know and socialize with one another. Group activities
  should be culturally competent. Through the support of caring adults and peer role models, these activities
  should allow youth participants to practice skills that build self-esteem, opportunities to be successful, skills
  to respond to bullying and can include outdoor activities, health, and wellness activities.
- **Stipends** The Contractor must describe how stipends will be provided to mentors. For example, a stipend may be used to cover the cost of taking the mentee to a museum. This must include how much and for what types of

<sup>&</sup>lt;sup>1</sup> Zand, D. H., Thomson, N., Cervantes, R., Espiritu, R., Klagholz, D., LaBlanc, L., & Taylor, A. (2009). The mentor-youth alliance: The role of mentoring relationships in promoting youth competence. Journal of Adolescence, 32(1), 1–17.

<sup>&</sup>lt;sup>2</sup> Garringer, M., Kupersmidt, J., Rhodes, J., Stelter, R., & Tai, T. (2015). Elements of effective practice for mentoring (4th Edition). Boston, MA: MENTOR: The National Mentoring Partnership.

<sup>&</sup>lt;sup>3</sup> Nakkula, M. J., & Harris, J. T. (2013). Assessing mentoring relationships. In D. L. DuBois & M. J. Karcher (Eds.), Handbook of youth mentoring (2nd edition, pp. 45-62). Sage Publications Ltd.

activities or events or other reasons that stipends will be provided within the justification section of the attached budget forms.

- Emergency and Crisis Intervention Services: The Contractor will develop policy and procedures to ensure that all
  paid and unpaid staff will be trained on DCF mandatory reporting to include all contact information, during and
  after program hours, for Alachua County emergency services.
- **Transportation:** Transportation of the mentees will be restricted to vehicles operated by properly licensed individuals and properly insured vehicles. The Contractor will have on file a copy of the mentor's driver's license and insurance policy covering vehicle and the results of the DMV checks. The Contractor is expected to conduct annual DMV checks.

## Collaboration

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

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

## **Target Population**

Contractors will provide mentoring and character-building services to youth enrolled in elementary, middle, or high school. All youth served must be Alachua County residents. Youth must demonstrate a need for long-term and routine mentoring to improve social, behavioral, academic, or emotional well-being.

## **Service Locations**

The CTAC expects to fund youth mentoring programs throughout Alachua County.

## Staffing & Mentors:

Background Screening: All staff and mentors working in CTAC funded mentoring programs must comply
with Level 2 background screening and fingerprinting. The program must maintain staff personnel and
mentor files which reflect that a screening result was received and reviewed to determine employment
eligibility prior to employment. An Affidavit of Good Moral Character must be completed prior to hire for
each employee, mentor, volunteer, and subcontracted personnel who work in direct contact with children.
Program providers will be required to re-screen each employee, mentor, volunteer and/or subcontractor
every five (5) years.

Note: In the event that a staff member is disqualified, due to an ineligible background screen, they may request an exemption from disqualification by completing an Intent to Apply for Exemption from Disqualification. https://www.myflfamilies.com/services/background-screening/apply-exemption-disqualification

• Mentor recruitment: Identifying the characteristics of the mentor-mentee should be considered during the

matching process to ensure sustained relationships. Programs are to have reliable screening practices to protect mentees. It is important that both mentor and mentee have a clear understanding of the program's expectations.

- **Best Practices:** Include the length of the relationship between mentor and mentee, the needs of the mentee, the frequency of the interaction, the quality of the relationship between mentor and mentee, and the organization and structure of the program. Continuous ongoing support for mentors is an essential resource of support to help address challenges they may face during the mentoring relationship. It is also important that the needs of the youth recruited for the program match the services that the program provides.
- Training: Successful programs will ensure prospective mentors, mentees, and their parents or caregivers have the basic knowledge, attitudes, and skills needed to build a safe and effective relationship. Pre-match training builds self-efficacy of mentors, preparing them with training in safety, ethics, risk-management, and relationship building. Training of mentors has implications for the length of match relationship as well as both parties' perceptions of the quality of the relationship. Research has demonstrated less than two hours of pre-match training has resulted in mentors who report less closeness, spent less time, and were less likely to continue their relationship with their mentees<sup>4</sup>.
- Positions: All Contractors must identify one program supervisor to administer the program. This individual
  will serve as the primary contact for CTAC in all matters related to the youth mentoring program. A
  minimum, the program supervisor will be responsible for managing and implementing the program as
  described in the project plan to ensure that the Contractor meets its responsibilities to CTAC under the
  contract promptly.
- Ratio: 1 to 1 for individual mentoring, and 3 mentors for every 10 mentees for groups sessions.

## **Data Collection:**

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

<sup>&</sup>lt;sup>4</sup> Garringer, M., Kupersmidt, J., Rhodes, J., Stelter, R., & Tai, T. (2015). Elements of effective practice for mentoring (4th Edition). Boston, MA: MENTOR: The National Mentoring Partnership.

# **Data and Reporting**

Part	icipant Characteristics		
Data	a Requirement	Data Collection Tool	
expe	icipant Demographics: Provider is ected to collect and report the following each child served individually:	Provider will ensure an enrollment form completed for each child receiving CTAC funds to support collection of	
>	Residence City (note, must be Alachua County)	demographic information and parent informed consent as specified.	
A A A	Residence ZIP (note, must be Alachua County) Date of Birth Grade Level (i.e., K-12)	Provider will submit data listed for each enrolled child through the data system provided by CTAC.	
$\triangleright$	School Name		
<b>&gt;</b>	Race (i.e., American Indian or Alaskan, Asian, Black or African American, Pacific Islander, White, Multiracial, Other)		
>	Ethnicity (i.e., Hispanic or Non-Hispanic)		
$\triangleright$	Gender		
$\triangleright$	Parent/Caregiver Language Spoken		
<b>&gt;</b>	Reason(s) for Program Enrollment		

Why does the Trust collect participant characteristics? Collecting demographic information helps us better understand the types of children and youth accessing services.

# **Parent/Caregiver Consent**

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

Service Provision / Participation	
Data Requirement	Data Collection Tool
Service Provision / Participation: Provider is expected to collect and report the following on each child served individually:	Provider will develop, collect, and maintain forms to support the collection of data to be submitted to CTAC.
<ul> <li>Participation in One-to-One Mentoring Activities.</li> <li>Participation in Group-Based Mentoring Activities</li> </ul>	Provider will submit participation data listed for each individual child through a data collection system provided by CTAC.
<ul> <li>Involvement of Parents and Family</li> <li>Programmatic oversight and support provided to mentors and families.</li> </ul>	

Why does the Trust collect data on service provision and participation? Collecting participation data allows us to see how much services are received to determine the level of child and family engagement in programming.

Surveys / Assessments		
Data Requirement	Data Collection Tool	
Survey / Assessment: Provider is expected to conduct surveys and assessments with children, youth, and families who receive services and encourage full participation to learn more about program impact and determine whether performance measures and outcomes are being met.		
Mentor – Mentee Relationship Quality Assessment (administer surveys with youth and mentors to assess the quality and satisfaction with the mentoring relationship)		
Youth Outcome Survey (administer survey at pre and follow-up to determine outcomes)		

## **Performance Measures:**

Performance measurement allows for learning how well a program is doing at providing services as well as tracking improvement in the lives for children and families. The Trust uses Results Based Accountability framework, which defines three types of performance measures: Quantity (how much?), Quality (how well?), and Impact, as measured by changes in skills, attitudes, behavior, and circumstances (is anyone better off?).

## **Performance Measures**

How Much?

# of youth who receive mentorship.
# of adults who provide mentorship.
# of one-to-one mentoring contacts (i.e., number of match meetings).
# of group mentoring sessions.
How Well?
% of mentors receiving program staff support check-ins at least monthly.
% of parents/caregivers who receive program check-ins at least monthly.
% of youth receiving an average of two (2) or more mentorship contacts per month.
% of youth matched with a mentor for at least 9 months (i.e., the denominator includes all matches in the contract period that are closed, or active and in place for at least 9 months).

Better Off?
% of youth who report relational satisfaction and closeness with their mentor.
% of youth who are doing well or making gains in social-emotional skills.
% of youth with no department of juvenile justice involvement.
% of youth who are doing well or making improvements in school performance.

## E. Evaluation Criteria

Each application will be evaluated against the following set of criteria. Please provide as much detail as possible to ensure review team has a complete picture of your proposed program.

<b>Evaluation Criteria</b>	Review Guidelines	Points
		Awarded
Program Description	<ol> <li>Describe an overview of your mand priority areas.</li> </ol>	nentoring program focus 0-30
	2. Describe the curriculum and/or	training that you
	intend to use. Also describe ho	w program
	supervisors will provide on-going recruited mentors.	ng support to
	3. Describe your program policies	and procedures that
	address youth and mentor inciden	ts and other
	unexpected circumstances duri	ng mentoring
	program hours.	
	4. Describe how your program alig	
	children and youth live in a saf	-
	5. Describe how your program es	
	evidence to assess effectivenes	-
	indicate what your program cu defined program design based	
	model, collects data, analyses	_
	reports/presents finding) Note	
	to require specific evaluation t	_
	programs.	

Program	Describe your program design and implementation.	0-25
Implementation	2. Describe how you will identify and recruit mentors.	
	3. Describe the youth population(s) and age range you	
	intend to serve, how many youth your program will	
	serve, and how you will recruit youth. Describe	
	how your organization intends to communicate	
	with parents or guardian.	
	4. Describe how CTAC funds will be used to expand or	
	enhance your current program or create a new program.	
	5. Describe your organization's collaborative efforts and how	
	those efforts positively impact your services and improve	
	the lives of the children you serve.	
	Note: Please remember to reference pages 5-18 of the RFP	
	to ensure you are answering the questions appropriately.	
Agency Stability &	1. Describe your organization's mission and services.	0-20
Capability	2. Describe your organizational capacity to carry out the	
	proposed project plan.	
	3. Describe how your organization will sustain your proposed	
	program beyond the term of the contract.	
Budget	1. Detail the financial support (from whom and amount)	0-25
	you receive for your proposed program. Including	
	in-kind services your organization leverages. (Detail Tab	
	2 of the budget)	
	2. Describe your organization's fundraising activities.	
	3. Submit complete and accurate budget and budget	
	narrative forms. Note: Applicant must use CTAC	
	forms 4. Attach all CTAC required fiscal documents forms. (1) Copy	
	of current 990 form or current Organizational Annual Audit.	Mari
		Max points
		=100

Application Score	Funding Recommendations
80 - 100	Recommended for funding
70-79.9	Recommended for funding, contingent upon available funding
69.9 and below	Not Recommended for funding

# **Funding Restrictions**

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

- Improvements to buildings and/or land Are not allowed.
- Building maintenance and janitorial service

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

## • Lawn maintenance

Not allowed.

## • Rent or mortgage payments

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

## Utilities

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

## Vehicles

The purchase of vehicles is not allowed.

## Vehicle Fuel

Fuel is allowed only for program related transportation for group events and group activities only.

## Vehicle Rental

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

## General Transportation

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

## Fundraising

Expenses for fundraising are not allowed.

## Membership Fees or Dues

Membership fees or dues are not allowed.

## Staff/Volunteer Gifts/Awards/Recognition

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

## Communications

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

## • Office Equipment/Furniture

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

## Salaries/Benefits

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

## F. Review and Selection Process

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

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

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

- 3. All proposals must be received by CTAC no later than the date and time specified on the cover sheet of this RFP. Late proposals will not be accepted and will not be reviewed.
- 4. The CTAC's Program Department will take the following actions to determine the merits of the proposals and ensure the Contractor meets the mandatory qualifications to bid:
  - a. Review the proposals to determine whether they are responsive to the RFP and that they were submitted by responsible companies. Definitions for the terms "responsible" and "responsive" are provided below:
  - b. Responsible contractors are those contractors that meet CTAC's standards with respect to a reasonable expectation that the contractor has the management, technical, financial, equipment and human resources available to ensure adequate performance of the work described in the solicitation. To be considered responsible, contractors shall also be free of past instances of the material breach of a CTAC contract, free of a conviction (or convictions) for bribery, fraud, conflict of interest, violation of environmental laws, or for convictions for other crimes reflecting poorly on the contractor's integrity, for the last five years. Contractors that fail to meet the minimum qualifications stated in the solicitation or that have, in the past three years, been debarred or suspended or had a contract terminated for default by any government agency are also determined to be not responsible.
  - c. **Responsive** proposals are those proposals that satisfactorily address all requirements specified in the RFP. Because proposals, unlike bids, are subject to negotiation, certain omissions or variances may be resolved through negotiations to make the proposal responsive. An example of an omission or variance that can be resolved is a proposed period of performance that does not result in completion of the work within the required timeframe. If negotiation with the contractor results in an adjustment to the period of performance matching the required timeframe, the proposal then may be deemed to be responsive.
  - d. Should it be determined that changes are required to the solicitation provisions or any other changes need to be made that might affect the proposed prices of other features of the proposals, all responsible companies, or all the responsible companies in the competitive range, may be requested to submit a best and final offer (BAFO). In this event, the CTAC shall evaluate the BAFOs in lieu of the original proposals.
- 5. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field, and trained volunteers. Using the evaluation criteria, reviewers assess the soundness and completeness of each proposal as well as the vendor's capacity to effectively deliver what is proposed.
- 6. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of the CTAC develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with the CTAC's priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program cost for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the

CTAC Board.

- 7. **Board review and award.** Executive Director recommendations are reviewed and considered by the CTAC Board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. CTAC Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the CTAC Board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget or any other changes necessary to 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.
- 8. **Protests:** Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.
  - a. **Posting.** The Trust shall publicly post the award on the Trust's website within three full business days after the Board's award decision has been made. All bidders or proposers will be sent an email with the notice of award to the email address provided in the bid or proposal.

## b. Requirements to Protest.

- i. A formal written protest must be filed no later than 5:00 PM, on the fifth business day, after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s)of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- ii. A formal written protest is considered filed when the Executive Director receives it and it is date- stamped by the CTAC. Accordingly, a protest is not timely filed unless it is received. within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective applicant.
- c. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
- d. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM on the fifth business day after the filing of the protest.

## e. Review of Executive Director's Decision.

- i. The protesting party may request a review of the Executive Director's decision by the CTAC Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the applicant deems relevant to the issues raised in the request for review.
- ii. The CTAC Board will consider the request for review at the next regularly scheduled CTAC Board meeting after the request is received. It is within the CTAC Board's discretion whether to allow testimony or argument from the protesting party at the CTAC Board meeting. If it is determined by majority vote of CTAC Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Trust or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three business days after the Board meeting.
- iii. If it is determined by majority vote of CTAC Board members present at the meeting that the

award should be upheld, the CTAC Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three business days of the CTAC Board meeting. The decision shall be final and conclusive.

- f. **Stay of Procurement during Protests**. The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.
- 9. The CTAC reserves the right to:
  - Reject any or all submittals
  - Request clarification of any submitted information
  - Waive any informalities or irregularities in any response
  - Not enter into any contract
  - Not select any firm
  - Cancel this process at any time
  - Amend this process at any time
  - Interview firms prior to award
  - Enter into negotiations with one or more firms, or request a best and final offer (BAFO)
  - Award more than one contract if it is in the best interests of the CTAC.
  - Issue similar solicitations in the future.
  - Request additional information from prospective contractors.

### **SECTION 3: SUBMISSION INSTRUCTIONS**

## A. Submission Checklist

The response to this RFP shall consist or
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	Form 2	1 - F	rospec	tive	Cont	tract	tor (	Certi	ficat	tion
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П	Form	2 –	Bud	løet	and	Bud	løet	Nar	rative
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□ Form 3 – Orga	nizational Inf	formation and	Organiz	zationa	l Narrative
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Attachment 1 – Current 990 form or Organization Annual Audit (Division of Corporations Annual Report Filings & Department of Agriculture Solicitations of Contributions Filings or most recent Financial Statements (Income Statement & Balance Sheet) provided to your Board of Directors along with the corresponding minutes)

□ Attachment 2 – Proof of active Legal Status from Sunbiz.org (http://search.sunbiz.org/Inquiry/CorporationSearch/ByName)

All completed applications (including forms and attachments) shall be submitted via email

<u>Procurement@childrenstrustofalachuacounty.us</u> by deadline. Please clearly label all application materials with the organization's name and form name.

- Subject Line: [Organization Name] Youth Mentoring Program Application
- Attachments must be included in a single email to be considered completed

Please clearly label all application materials with form name and organization. For example, "Form 1 – Organization Name", "Form 2 - Organization Name".

## **Proposal Preparation and Submittal Instructions for Prospective Contractors**

1. EXCEPTIONS: The CTAC intends to award a contract substantially in the form of and including the

provisions of the attached MODEL CONTRACT FOR SERVICES. Contractors that take exception to the terms and conditions do so at the risk that their proposal may be declared to be non- responsive and not considered for contract award. By signing the PROSPECTIVE CONTRACTOR CERTIFICATION included in this RFP, the representative of the prospective contractor certifies that no exceptions are taken to the form of the Model Contract for Services or to the provisions therein, unless such exceptions are fully disclosed in a document attached to the PROSPECTIVE CONTRACTOR CERTIFICATION.

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

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

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

# Application for RFP # 2023-02



# **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.

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

- 4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
- 5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
- 6. The company identified below is the prime contractor.
- 7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
- 8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 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 Funding Request Across Sites)

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

Prospective Contractor Name:	
Business Street Address:	
City, State, & Zip + 4:	
Payment Address (if different):	
Payment City, State, & Zip + 4:	
Federal Employer ID Number:	
Email Address:	
By:	Title:
(Signature)	
Name: (Typed or Printed)	

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

# Program Budget Summary FY 2023-2024

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

## INDIRECT EXPENSES\*\*

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

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

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

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

DESCRIPTION		

#### **PERSONNEL**

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

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

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

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

Please DO NOT include contract employees in this section.

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

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

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

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

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

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

USTIFICATION: Describe the role and responsibilities of each position.

#### **TRANSPORTATION**

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

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

Please DO NOT include travel, certifications or training of employees in this section.

JUSTIF	ICATION: Describe the purpose of tran	sportation and how costs w	ere determined. (insert justi	fication below)	

## **OFFICE SUPPLIES**

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

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

JUSTIFICATION: Describe the purpose of office supplies and how costs were determined. (insert justification below)						
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#### **PROGRAM SUPPLIES**

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

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

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

STIFICATION. Describe the pur	pose of the program supph		determined (misert)	doctification below)	
		29			

#### **CONTRACTUAL & PROFESSIONAL SERVICES**

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

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

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

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

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

#### JUSTIFICATION: Describe the purpose of Contractual or Professional Service and how costs were determined. (insert justification below)

30

## **CERTIFICATIONS AND TRAINING**

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

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

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

## **PRINTING**

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

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

JOSTIFICATION: Describe the purpose of printing and now costs were de	termined. (insert justification below)
	32

#### COMMUNICATION

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

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

JUSTIFICATION: Describe the purpose of communication item and how costs were determined. (insert justification below)		
	33	

## **INSURANCE**

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

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

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

NON-CAPITAL EQUIPMENT & M	AINTENANCE
---------------------------	------------

				REQUESTED	OTHER
ITEM	QUANTITY	COST PER UNIT	TOTAL COST	FROM CTAC	SOURCES
Example printer HP 428	1	\$250.00	\$250.00	\$100.00	\$150.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
		TOTAL COST	\$0.00	\$0.00	\$0.00

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

JUSTIFICATION: Describe the purpose of equipment or maintenance and how costs were determined. (insert justification below)			
	25		

#### OTHER OPERATING EXPENSES

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

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

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

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

36	



### **Application for RFP # 2023-02**

# FORM 3 – Organizational Information and Organizational Narrative

Organizational Information			
Organization Name (Legal Name)			
Primary Contact Name			
Primary Contact Phone			
Primary Contact Email			
Organization is an eligible applicant?  Eligible applicants may be 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. § 125.901, Fla. Stat.			Yes No
Organizations meets minimum requirements to bid?			Yes
Organizations can apply for funding based on the following requirements:			No
<ul> <li>a. All proposed services must take place</li> <li>b. Applicant must be currently qualified</li> <li>State of Florida.</li> <li>c. Applicant must not be a charter sche school system in the State of Florida</li> <li>d. Applicant must have experience we school time.</li> <li>e. Applicant must offer mentoring seen rolled in elementary, middle sche Alachua County.</li> <li>f. Applicant must offer one-on-one and applicant must have at least 1 year of mentoring services with elementary.</li> </ul>	ed to conduct business in the mool approved by any publica.  orking with youth in out-of- services to youth currently mool or high school, living in ad group mentoring sessions.  of experience offering youth		
h. Must comply with Level 2 background screening and fingerprinting for all staff and mentors.			

	ct termination for default in last five years?  contractor had any contracts terminated for default in the years?	☐ Yes ☐ No		
Organi	izational Narrative			
<ol> <li>Describe your organization's ability to hire and train additional qualified staff and comply with background screening requirement (DCF Clearinghouse).</li> </ol>				
Click or tap here to enter text.				
	Program Description 0-30 F	Points		
2.	Describe an overview of your mentoring program focus as	nd priority areas.		
Click or	tap here to enter text.			
3.	<ol><li>Describe the character-building curriculum and/or training that you intend to use. Also describe how program supervisors will provide on-going support to recruited mentors.</li></ol>			
Click or	tap here to enter text.			
4.	Describe your program policies and procedures that add	ress youth and mentor incidents and other		
	unexpected circumstances during mentoring program ho	urs.		
Click or	tap here to enter text.			
5.	Describe how your program aligns with CTAC Goal 3: All cl	nildren and youth live in a safe		
	community.			

Click or tap here to enter text.			
6. Describe how your program establishes and utilizes evidence to assess effectiveness and impact.  Please mark the boxes below to indicate infrastructure your program currently has in place. Note:  The Trust has the authority to require specific evaluation tools for funded programs.			
Click or tap here to enter text.			
☐ Defined program design based in research and theory.	☐ Collects data on participant demographics, service provision, quality, and outcomes.	☐ Program logic model specifying inputs, output, outcomes. (If so, please attach)	
☐ Track and analyze data.	☐ Completes reporting/shares findings. (If so, please attach)		
P	rogram Implementation 0-25 Points		
	n and implementation. (Include frequent one-on-one sessions. Also include		
Click or tap here to enter text.			
8. Describe how you will identify and recruit mentors.			
Click or tap here to enter text.			

will serve, and how you will recruit youth. Describe how your organization intends to communicate with the youth's parent or guardian.
Click or tap here to enter text.
10. Describe how CTAC funds will be used to expand your current program or create a new program.
Click or tap here to enter text.
11. Describe your organization's collaborative efforts and how those efforts positively impact your services and improve the lives of the children you serve.
Click or tap here to enter text.
Agency Stability & Capability 0-20 Points
12. Describe your organization's mission and services.
Click or tap here to enter text.
13. Describe your organizational capacity to carry out the proposed project plan.
Click or tap here to enter text.
14. Describe how your organization will sustain your proposed program beyond the term of the contract.

Click or tap here to enter text.
Budget 0-25 points
15. Detail the financial support (from whom and amount) you receive for your proposed program. Including in-kind services your organization leverages. (Detail Tab 2 of the budget)
Click or tap here to enter text.
16. Describe your organization's fundraising activities.
Click or tap here to enter text.
Other
17. Endemic interruption plans: What plan does your organization have in place for any endemic related interruptions to your programming, such as flu?
Click or tap here to enter text.

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

THIS	CONTRACT made and entered into this	day of	, A.D., 20	_ by
and between the	Children's Trust of Alachua County, an indep	pendent taxing distric	et in Alachua Cou	ınty,
hereinafter refer	red to as the "CTAC", and "", a not for profi	t corporation organiz	zed under the law	s of
the State of Fl	orida hereinafter called the "Contractor".	Collectively hereina	fter CTAC and	the
Contractor are re	eferred to as the "Parties".			
	TNESSETH:			
	EREAS, the CTAC is authorized under § 125	· · · · · · · · · · · · · · · · · · ·	~	
-	County Code of Ordinances, for the purpose of	of providing children'	s services through	hout
Alachua Cou	inty; and,			
	EREAS, the CTAC is charged with providervices for children as set forth in § 125.901, I	_	f developmental	and
	EREAS, CTAC is desirous of entering into and its services provided by the Contractor;	n Agreement with	to sup	port
NOV	V, THEREFORE, in consideration of the n	nutual promises and	covenants conta	ined
herein, and	other good and valuable consideration, the dby the Parties, the Parties hereby agree as f	he receipt and suffi		
Section 1.	Term:			
A.	This agreement shall commence on, unless earlier terminated, as provided her			
pay under th	is agreement is contingent upon a specific an			
of Alachua C	County. The parties hereto understand that this	Agreement is not a c	commitment of fu	ıture
appropriation	1S.			
Section 2.	Scope of Services:			
A	. The Services will be performed by the Cont	ractor as specified in	Attachment A:	
-	Services. Contractor's performance will be m	neasured in accordance	ce with <b>Attachm</b>	ent
E and as	otherwise provided herein.			

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

A. The maximum if for ()contract year.	ndebtedness under this agreement ear .	is (	(\$	)
Section 4. <u>Billing and</u>	Compensation:			
-	formance of the services detailed y an amount not to exceed (\$	in Section 2 of this ) as specified in the	•	
Contractor's representation all obligations of the Contractor, will be paid in fit contractor, and that the second	of the Contractor's invoice for fir to the CTAC that, upon receipt by actor to others, including its consult, that the services or expenses rvices provided served a public proceachildrenstrustofalachuacount Children's Trust of Alachua Copo Box 5669 Gainesville, FL 32627	the Contractor of the altants, incurred in conhave not been reimbourpose. The Contraction, or to the CTAC	amount in onnection oursed by actor shall	nvoiced with the another
relating to payment are wh	that the CTAC becomes credibly ally or partially inaccurate, the Covise due to the Contractor until the asonable satisfaction.	CTAC may withhold	payment	of sums
Attachment D: Deliverab CTAC. All invoices shall Section 837.06 Florida St	or all sums are contingent upon les and the approval of all supp contain the following statement " atutes." Invoices for payment sl Part VII Florida Statutes (Local G	orting documentation This request for paymall be made in acc	n required ment is su ordance v	d by the abject to with the
invoice for the grant period	tor shall submit invoices by the 15 by October 15th of each year. The ractor for invoices which include each October 15, 2023.	ne CTAC has no oblig	gation to p	provide
F. Invoice pays	ments shall be sent to:			

#### Section 5. Audit, Records, and Reporting:

- A. The Contractor agrees to:
  - 1) Maintain financial records and reports relating to the utilization of funds.
- 2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with the program.
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC.
- B. Reports specified in **Attachment G** shall be submitted as described in **Attachment D**. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports via email (@childrenstrustofalachuacounty.us) or to CTAC following address:

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

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

#### Section 6. <u>Default and Termination:</u>

- A. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the CTAC will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The CTAC will give the Contractor seven (7) days to submit a plan for curing the default. In the event the default situation is not corrected within the allotted time or to the satisfaction of the CTAC, prior to formal termination the Parties agree to mediation of the dispute or disputes and shall participate in good faith. The mediation shall be conducted by a professional mediator mutually agreed to by the parties under the Florida mediation rules. Mediation shall be held no longer than twenty-one (21) days after the notice of default.
- B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC Contract Manager is authorized to provide written notice of Termination for Convenience on behalf of the CTAC. Upon such notice, the Contractor will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the CTAC all data, drawings, specifications,

reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

C. If funds to finance this Agreement become unavailable, the CTAC may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The CTAC will be the final authority as to the availability of funds. The CTAC will pay the Contractor for all Services completed prior to delivery of notice of termination. In the event of such Termination, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

#### **Section 7. Monitoring:**

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

#### **Section 8.** Modifications:

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

#### Section 9. Notices:

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

occur upon actual receipt by the other party. For purposes of all notices, the Contractor and the CTAC representatives are:

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

Contractor:	

#### **Section 10. Assignment of Interest:**

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

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

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

#### **Section 12.** Indemnification:

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

of the CTAC shall extend to any and all Services performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

- B. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the CTAC and the Contractor.
- D. Nothing contained herein shall constitute a waiver by the CTAC of sovereign immunity or the provisions or limits of liability of § 768.28, Fla. Stat.
- E. Paragraphs A-D do not apply to any Contractor which is a government entity protected by Sovereign Immunity under § 768.28, Fla. Stat. For those Agencies, the Parties agree that each party shall be responsible for their own negligence and that of their employees as provided under § 768.28, Fla. Stat. without any additional waiver of sovereign immunity.

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

- A. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment C**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment C1**.
- B. Additionally, proof of automobile insurance will be required in the event the Contractor transports children as part of their program.

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

- A. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines. This section includes, but is not limited to background checks as required under Florida law for direct services involving children.
- B. As described in **Attachment F**, if at any time contractor is aware of or suspects that abuse, neglect, or exploitation of children, disabled persons, or aged persons has occurred, as defined

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

#### Section 15. E-Verify.

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

#### Section 16. Non-Waiver:

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

#### **Section 17.** Severability:

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

#### **Section 18. Entire Agreement:**

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

#### Section 19. <u>Collusion:</u>

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

#### Section 20. <u>Conflict of Interest:</u>

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

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

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

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

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

#### Section 23. <u>Construction:</u>

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

#### Section 24. Project Records:

#### A. General Provisions:

- 1) Any document submitted to the CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any Contractor per § 119.011(11), Fla. Stat. Any document is subject to inspection and copying unless exempted under § 119, Fla. Stat., or as otherwise provided by law.
- 2) In accordance with § 119.0701, Fla. Stat., the Contractor, when acting on behalf of the CTAC, as provided under § 119.012(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Records Schedule established by the Department of State. Upon request from the CTAC's Custodian of Public Records, provide the CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under § 119, Fla. Stat., or as otherwise provided by law. Additionally, they shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the CTAC.

#### **B.** Confidential Information:

- 1) During the term of this Agreement or license, the Contractor may claim that some or all of information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary in accordance with § 812.081, Fla. Stat., or other law, and is exempt from disclosure under § 119, Fla. Stat., the Public Records Law. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the CTAC shall use reasonable efforts to maintain the confidentiality of the information properly identified as "Confidential Information" or "CI".
- 2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

#### C. Project Completion:

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

#### D. Compliance:

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

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

E-MAIL: publicrecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

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

#### **Section 25.** Communications:

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

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

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

#### **Section 27. Non-Discrimination**:

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

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

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

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

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

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

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

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

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

#### **Section 31.** Counterparts:

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

#### **Section 32.** Contract Documents:

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

- A. This document, as modified by any subsequent signed amendments
- B. Any amendments to the RFP
- C. The RFP as originally issued
- D. Any Purchase Order under the Contract
- E. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

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

	CI	HLDREN'S TRUST OF ALACHUA COUNTY	
	Ву	:	
	Ma	Marsha Kiner Executive Director	
	Da	te:	
	AF	PROVED AS TO FORM	
	At	forney for the Trust	
ATTEST (By Corporate Off	ficer)	CONTRACTOR	
By:		:	
Print:	Pri	nt:	
Title:	Tit Da	le: te:	
CERTIFICATE OF INC	UMBENCY AND AU ORIZED TO EXECUT	OT A NATURAL PERSON, PLEASE PROVIDE AUTHORITY, OR A CORPORATE RESOLUTION, TE CONTRACTS. IF SIGNATURE AUTHORITY IS IECESSARY.	
FUNDING SOURCE			
FISCAL YEAR	AMOUNT	ACCOUNT NO.	

### Attachment A SCOPE OF SERVICES

#### Attachment B Program Budget

#### Attachment B-1 Program Budget Narrative

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

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

#### I. COMMERCIAL GENERAL LIABILITY.

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

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

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

## III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O). Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

#### IV. OTHER INSURANCE PROVISIONS.

- A. All Coverages
- 1. The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.
- 2. Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

#### **CERTIFICATE HOLDER: Children's Trust of Alachua County**

### Attachment C1: Insurance Requirement Certificate of Insurance

#### Attachment D Deliverables

### Attachment E Performance Measures & Data Collection

# Attachment F Monthly Report Form