

REQUEST FOR APPLICATION  
RFA 25-198-PM  
COMMUNITY AGENCY PARTNERSHIP PROGRAM (CAPP)

Alachua County, Florida  
County Administration Building  
Gainesville, FL 32601

RELEASE DATE: April 17, 2024

DEADLINE FOR QUESTIONS: May 19, 2024

RESPONSE DEADLINE: May 29, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/alachuacounty>

Alachua County, Florida  
REQUEST FOR APPLICATION  
Community Agency Partnership Program (CAPP)

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A - Revised CAPP Budget Worksheet

## 1. Introduction

### 1.1. Summary

The Alachua County Board of County Commissioners (hereinafter referred to as "Board") is seeking applications from qualified non-governmental, non-profit agencies with current 501(c)(3) tax exempt status and with a physical business location in Alachua County (hereinafter, referred to as "Applicant") for the Request for Application (hereinafter, referred to as "RFA") Community Agency Partnership Program (hereinafter, referred to as "CAPP").

The Community Agency Partnership Program (CAPP) is designed to leverage the expertise, resources, and services provided by our local non-profit 501c3 organizations to benefit Alachua County citizens living in poverty. The focus of CAPP is on assuring that the most basic physical needs of residents living at or below 150% of the federal poverty level are addressed. All funds provided through CAPP must be used to directly benefit those living in poverty either through the provision of services or goods. Applicants must demonstrate through evidence-based practice that the proposed program, service or goods reduces the symptoms of poverty for Alachua County residents.

The anticipated, total amount of funding available for allocation by the Board of County Commissioners for FY25-27 is projected to be approximately \$1.35 million.

### 1.2. Background

**Location:** Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

**Form of Government:** Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

### 1.3. Contact Information

**Precious Merriweather**

Procurement Agent I

Email: [pmerriweather@alachuacounty.us](mailto:pmerriweather@alachuacounty.us)

Phone: [\(352\) 337-6269](tel:(352)337-6269)

**Department:**

Community Support Service's

## 1.4. Timeline

<b>Solicitation Release Date</b>	April 17, 2024
<b>Pre-Solicitation Meeting (Non-Mandatory)</b>	<p>May 1, 2024, 1:30pm Alachua County Administration Building Grace Knight Conference Room Second Floor 12 S.E. 1st Street, Gainesville</p> <p>Microsoft Teams</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzRIMTc2MmUtMDQ1Yy00OGJmLTkwYjctZDY4OWQ1ODAwNDI3%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22a7415bac-2a66-4acb-a196-d73a8994b0a7%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzRIMTc2MmUtMDQ1Yy00OGJmLTkwYjctZDY4OWQ1ODAwNDI3%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22a7415bac-2a66-4acb-a196-d73a8994b0a7%22%7d</a></p> <p>Meeting ID: 260 789 931 930 Passcode: JBD5oq Dial-in by phone +1 469-998-7938,,240011549# United States, Dallas Find a local number Phone conference ID: 240 011 549# For organizers: Meeting options   Reset dial-in PIN</p> <p>If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Alachua County ADA Coordinator at <a href="mailto:ADA@alachuacounty.us">ADA@alachuacounty.us</a> or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. TDD/TTY users, please call 711 (Florida Relay Service)</p>
<b>Question Submission Deadline</b>	May 19, 2024, 12:01am
<b>Solicitation Submission Deadline</b>	May 29, 2024, 2:00pm

**Solicitation Opening – Teams Meeting**

May 29, 2024, 2:00pm

The scheduled solicitation opening will occur via Teams Meeting: the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

Join Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d)

Meeting ID: 259 625 692 241

Passcode: yX9G3Q

Or call in (audio only)

+1 469-998-7938,,366862554# United States,  
Dallas

Phone Conference ID: 366 862 554#

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Alachua County ADA Coordinator at [ADA@alachuacounty.us](mailto:ADA@alachuacounty.us) or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. TDD/TTY users, please call 711 (Florida Relay Service)

## 2. Instruction to Applicants

### 2.1. Submission of Request for Application

The County posts and distributes information pertaining to its procurement solicitations on the County [Public Portal](#). In order to submit a application response to this solicitation the vendor must be registered with the County's [Public Portal](#).

Applications must be submitted with all required submissions included. Failure to comply may preclude consideration of the application.

Each Applicant is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

Costs for the preparation and submittal of applications in response to this Request for Application are entirely the obligation of the applicant and shall not be chargeable in any manner to Alachua County.

Upon submission, all applications become the property of Alachua County which has the right to use any or all ideas presented in any application submitted in response to this Request for Application, whether or not the application is accepted.

All work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provision of services.

The application response, containing all required documents, must be received by 2:00 pm on Wednesday, May 29, 2024. The applicants submittal must be completed in the [Public Portal](#) prior to the 2:00 pm deadline. Any required uploaded documents should be done in PDF format and be labeled correctly, unless the solicitation states otherwise. The pdf document should be titled with Applicant's name, RFA number, and if the response is submitted in parts, include "Part # of x".

#### **THE COUNTY WILL NOT ACCEPT LATE SUBMITTALS.**

Modifications to or withdrawal of an Applicant's submittal can be made up to the deadline date.

Modifications and withdrawals must be documented in the [Public Portal](#) in order to be recognized by the County.

The response must be submitted with the firm name by an officer or authorized representative of the business who is legally authorized to enter into a contractual relationship in the name of the applicant. An authorized representative who is not an officer may submit the application, in this case the Applicant must say yes to the [Submittals](#) section granting authorization to the officer or authorized representative to execute on behalf of the business.

### 2.2. Withdrawal of Request for Application

Modifications to or withdrawal of a Applicant's submittal can be made up to the deadline date.

Modifications and withdrawals must be documented in the County's [Public Portal](#) in order to be recognized by the County. Any Applicant may withdraw their application, either personally, electronically, or written request, at any time prior to the scheduled closing time for receipt of applications. Any submittal not withdrawn will constitute an irrevocable offer, for a period of one

hundred twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

### 2.3. Addendum and Notices - Question and Answers

After thoroughly reading this Request for Applications and Exhibits, any Applicant in doubt as to the true meaning of the Request for Application or related documents may submit a written interpretation request, via the question and answer tab, at least ten (10) days prior to closing date set for receipt of applications to be considered for a response.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to the [Public Portal](#). Oral answers will not be authoritative. All addenda so issued shall become part of the RFA documents.

Addenda Notification: Bidders are required to register for an account via the County's e-Procurement [Public Portal](#). Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenw.com/portal/alachuacounty>

### 2.4. Acceptance and Rejection of Applications

Alachua County reserves the right to reject any application which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate applications, incomplete or unbalanced applications or irregularities of any kind.

Submittal requirements of this Request for Applications are for evaluation and selection purposes only. The County may allow alterations, modifications, or revisions to individual elements of the successful application at any time during the period of the contract which results from this Request for Applications.

Alachua County reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Applicant if a selected Applicant does not execute a contract within thirty (30) days after the award of the application.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Applicant is unavailable during the initial thirty-day period.

### 2.5. Electronic Signatures

The Parties agree that an electronic version of the submitted application shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, 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 an Agreement with the awarded vendor and shall provide the awarded vendor 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.

## 2.6. [Drug Free Workplace](#)

Vendor certifies that they are a drug-free workplace shall complete [Submittals](#) section.

## 2.7. [Term of Contract/Renewal](#)

The agreement shall be effective for the period beginning on the date of the fully executed contract. Generally, the term will begin on October 1, 2024 and continue through September 30, 2027 unless earlier terminated as provided herein.

## 2.8. [Consideration of Applications](#)

Applications will be considered from Applicant normally engaged in providing and performing services as specified herein. The Applicant must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

## 2.9. [Appeal Process](#)

Only the RFA process may be appealed. RFA Evaluation Committee Funding Recommendations are not released prior to the resolution of any appeal or prior to the appeal deadline. The Funding Recommendations made by the RFA Evaluation Committee cannot be appealed. The final funding decision made by the Board of County Commissioners can also not be appealed. All decisions made by the Board of County Commission shall be finalized at a scheduled County Commission Board meeting.

Applicant complaints or grievances shall first be submitted in writing to the Procurement Manager, Theodore White at [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us). The deadline for filing an appeal is Sunday, May 19, 2024.

The Procurement Manager will investigate the complaint and present the findings in writing to the applicant. If the funding applicant is dissatisfied with the Procurement Manager's decision and desires to continue with the appeal, s/he may make an appeal in writing to the County Manager within 5 (five) days of the Procurement Manager’s written finding. The County Manager will render a written response to the funding applicant. All decisions by the County Manager shall be considered final, and no further appeal is allowed.

Failure of any funding applicant to submit an appeal within the time frames provided in this section shall constitute a waiver of funding applicants’ right to appeal.

All appeals must have had a final decision rendered, or formal withdrawal of the appeal, before the RFA Evaluation Committee funding recommendations can be released.



## 2.10. Small Business Enterprise (SBE) Program Participation

The Alachua County Board of County Commissioners encourages the participation of small business enterprises in the provision of goods, services, and construction and utilize a participation program, where permitted. Small Business Enterprise (SBE) is a vendor that is certified by the Alachua County Equal Opportunity Office prior to the solicitation deadline. The Applicant must certify their SBE status in [Submittals](#), and will receive 15 preference points, provided by Procurement, in the RFA evaluation scoring. Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies, equipment, services, and construction.

The Equal Opportunity Office maintains a directory of certified SBE's. The certified Alachua County Small Business Enterprise Directory is available at: [Alachua County Small Business Directory](#) or Visit our web address at <http://www.alachuacounty.us/government/depts/as/eo/> for a current listing of SBEs.

For information or to become certified as a Small Business Enterprise in Alachua County, contact the Equal Opportunity Office and request an application at: 352-374-5275 or TDD/TTY: Please Call 711 (Florida Relay System).

### 3. Terms and Conditions

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Applicant must comply in order to be consistent with the requirements for this Request for Application. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

#### 3.1. Non-Warranty of Request for Applications

Due care and diligence has been used in preparing this Request for Application. The County shall not be responsible for any error or omission in this Request for Application, nor for the failure on the part of the Applicants to ensure that they have all information necessary to affect their proposals.

#### 3.2. Request for Clarification

The County reserves the right to request clarification of information submitted and to request additional information of one or more Applicants, either orally or in writing.

#### 3.3. U.S. Department of Homeland Security E-Verify System

Pursuant to F.S. sec. 448.095, Contractor shall 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 of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

#### 3.4. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a application on a contract to provide any goods or services to a public entity, may not submit a application on a contract with a public entity for the construction or repair of a public building or public work, may not submit applications on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 3.5. Workplace Violence

Employees of Applicant's are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Applicant's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

### 3.6. Governing Law

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

### 3.7. Payments

All payments will be made in accordance with the Agreement.

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”).

### 3.8. Laws, Permits and Regulations

The selected Applicant shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The selected Applicant shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the application. The selected Applicant is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Applicant will in no way relieve it of responsibility.

The selected Applicant must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

### 3.9. Indemnification

To the maximum extent permitted by Florida law, the Grantee shall defend, indemnify, and hold harmless the County, its officers, and its employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses, or costs, including, but not limited to, reasonable attorneys’ fees and paralegals’ fees, whether resulting from any claimed breach of an agreement resulting from this RFA by the Grantee or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Grantee or anyone employed or utilized by the Grantee in the performance of an agreement resulting from this RFA.

The duty to defend under this article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Grantee, the County, and the indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Grantee. The Grantee’s obligation to indemnify and defend under this article will survive the expiration or earlier termination of an agreement resulting from this RFA until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of Florida Statutes 768.28.

### 3.10. Default and Termination

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Applicant.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Applicant prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County.

In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the selected Applicant. The County shall be the final authority as to the availability of funds.

### 3.11. Non Waiver

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 noncompliance.

### 3.12. Independent Applicant

In the performance of this agreement, the Applicant will be acting in the capacity of an independent Applicant and not as an agent, employee, partner, joint venturer, or associate of the County. The Applicant shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Applicant in the full performance of the agreement.

### 3.13. Interest in Government Contracting

In accordance with F.S. sec. 287.05701, Alachua County, including any members of a selection committee utilized by the County, will not (a) give preference to a vendor based on the vendor's social, political or ideological interests, and (b) request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

### 3.14. Conflict of Interest

The applicant certifies that to the best of their knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

Applicants are required to answer the questions located in the [Submittals](#) section.

### 3.15. Collusion

The Applicant, by submitting their application form, declares that the application is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The Applicant, by submitting their application form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

### 3.16. Amendments

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

### 3.17. Assignment of Personnel

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

### 3.18. Basis for Contract Negotiation

The application will serve as the basis for negotiating the contract.

### 3.19. Examination of Request for Application

Before submitting a application, it shall be the Applicant's responsibility to examine thoroughly the Request for Application or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Applicant of complete performance under the contract.

### 3.20. Award of Contract(s)

The County reserves the right to award contracts to more than one (1) Applicant as determined to be in the best interest of the County.

## 4. Scope of Work

The services requested, herein, are for Community Agency Partnership Program (CAPP).

### 4.1. Application Submission

Applications must be submitted via OpenGov with all requested RFA information. Each applicant is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

The applicant is completely responsible for preparing and submitting the CAPP application according to grant instructions.

Agencies are limited to one application. If Agencies are applying for funding for more than one program, Agencies may combine programs in their applications. Such applications must define and describe all programs included.

The cost for the agency's preparation of the application is entirely the obligation of the applicant and shall not be chargeable in any manner to Alachua County.

Agencies may not currently be in receipt of any designated BoCC funding.

Agencies receiving CAPP funding are not eligible to apply for CHOICES.

### 4.2. General Program Guidelines

#### A. Alachua County Residency:

1. Funding is to be used for residents of Alachua County. Individuals or families residing elsewhere cannot be brought into the county for the purpose of participating in a CAPP-funded program. The applicant must document how this requirement will be tracked.

#### B. Poverty Alleviation & Amount Available

1. All programs must serve to alleviate the symptoms of poverty for eligible Alachua County residents. Because the CAPP Program is intended to be a poverty reduction initiative, CAPP-funded services must therefore be targeted to Alachua County residents at or below 150% of the Federal Poverty Level, based on the applicant's household size. Adherence to this income eligibility criteria must be adequately documented.

#### C. Funding Categories

1. All programs must fit into one of the BoCC's approved funding categories. The current funding categories approved for grant awards by the Board of County Commissioners are (1) Safe, Affordable Housing, (2) Quality Child Care and Education, (3) Adequate Food, and (4) Quality Healthcare.

#### D. Prohibited Programs

1. This funding is not for economic development, economic opportunity, recreational, arts, cultural, historical, environmental or transitional housing programs. Such proposals will be deemed non-responsive and ineligible for funding.

E. Reimbursement Grant

1. This is a reimbursement grant. The agency must first expend its own funds and request reimbursement from the County. Allowable expenses will be reimbursed dating back to October 1, 2024. Initial invoices for the funding period may be submitted on November 15, 2024 provided that all contract documents are executed.

F. Budget

1. Approved expenses will be directly reimbursed via a monthly invoice. Each applicant must submit a budget (template is available to download) detailing the costs to be reimbursed. Each budget item must be an allowable cost under the funding restrictions.

G. Additional Information

1. Agencies must have been operational, providing program service(s) in the CAPP funding category for which they are applying for at least one full year prior to the date of their application.
2. To receive CAPP funding for housing proposals, homeless services providers must be a member of the North Central Florida Alliance for the Homeless and Hungry and actively participating in Continuum of Care meetings. Transitional Housing programs will not be eligible for funding consideration. All projects must be consistent with current US Housing and Urban Development and local area Continuum of Care priorities. Agencies awarded CAPP funds for homeless housing must also participate in all training sessions associated with the Homeless Management Information System (HMIS) and must post and maintain client data in this system. Domestic Violence Agencies are exempt from this requirement.

H. Funding Intent

1. It is the intent of the Alachua County Board of County Commissioners that CAPP funds be used ONLY for the benefit of program participants. Applicants must clearly demonstrate and adequately document how the program, service or goods directly provide for the participant basic need and reduce the participant symptoms of poverty.
2. CAPP funding is not intended for “the cost of doing business” expenses.
3. Funds are not to be used to maintain, enhance or enrich the agency; they are to be used to enrich the program participants only. Funding requests deemed solely or primarily as maintaining, enhancing or enriching the agency will not be approved.
4. The program should have its essential operating elements and equipment already in place, as these are not funded by CAPP.

5. Funding is only available for agencies that are providing services, programs, or goods directly to participants.

I. Funding Restrictions

1. **Religious or Sectarian engagement:** In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, funding provided under CAPP 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.
2. **Capital expenditures:** Items costing \$1,000 or more are not allowed.
3. **Improvements to buildings and/or land:** Are not allowed.
4. **Building/grounds maintenance and janitorial service:** General building and grounds maintenance, including pest control and lawn service, is not allowed.
5. **Rent or mortgage payments:** CAPP does not pay for agency office space. Rent and mortgage payments may be authorized only if the location is where direct services are provided to program participants.
6. **Utilities:** Authorized only if used by program participants.
7. **Vehicles:** The purchase of vehicles is not allowed.
8. **Vehicle maintenance and gasoline:** Operating expenses for vehicles and gasoline is allowed if the vehicle has been specified in the application as essential and directly related to the operation of the program for which you are seeking CAPP funding. Vehicle maintenance is not an allowable expense, unless the vehicle is exclusively used for a CAPP program or service and the vehicle is not available for other uses.
9. **Vehicle Rental:** Rental of a vehicle and/or use of ride service is allowed for transporting program participant(s) to a program-related event(s), such as renting a van to transport multiple participants to a particular program-related venue. Insurance and 'accessory' coverage on rental vehicles are not billable. Tipping for ride service is not billable.
10. **General Transportation:** Vehicle-related expenses are not allowed for the transportation of non- program participants.
11. **Fundraising:** Expenses for fundraising are not allowed.
12. **Storage facilities:** No expense for storage facilities is permitted unless essential to operation of the agency's program and is explained in the application. No portion of storage space used for maintaining office equipment, materials and/or supplies, etc. may be paid for with CAPP funds.



13. **Insurance:** Insurance premiums (except for employee health benefits) are not allowed
14. **Membership Fees or Dues:** No membership fees or dues can be charged to CAPP.
15. **Staff/Volunteer Gifts/Awards/Recognition:** Gifts, awards or other expenses related to employee or volunteer celebration, recruitment, recognition events or activities are not allowed.
16. **Grant-Related Expenses:** No portion of CAPP funding may be used for preparation of the application for this grant, including materials and preparation time. Staff members whose salaries are funded or partially funded by CAPP may not be paid with CAPP funds for any time spent on preparation of application for CAPP funding.
17. **Communications:** General office internet for employees is not an allowable expenditure; however, if the internet access is solely for program participants, then this would be allowed. Office phone expenses are not allowed. Cell phones for on-call or in- field program staff are allowed.
18. **Marketing:** Not allowed.
19. **Office Equipment/Furniture:** Maintenance, purchase or rental of office equipment is considered an agency operating expense or “the cost of doing business” and is not allowed. Purchase or rental of office furniture is not an allowable expense.
20. **Computers/Computer Labs/Upgrades:** CAPP funds may be able to be used for computer-related expenses that are for the sole use of participants or expenses related to virtual participation. The agency must receive prior approval from CAPP staff.
21. **Salaries/Benefits:** Salaries/benefits for staff not assigned to directly deliver program services are not allowed.
22. **Start-Up Costs:** It is expected that the agency will provide on its own the basics needed to begin the program.
23. **Payments to Other County Entities:** CAPP funds cannot be used for payment to Alachua County departments/entities. Example: CAPP funds cannot be used to obtain a County building permit.
24. **Pass through Payments:** The agency is expected to provide the program, service, or goods directly to participants; pass-through funding and subcontracting of the program or service is not allowed.

#### 4.3. [RFA Selection Procedures](#)

The Applicants selected to provide the services described herein will be selected from the qualified responses to this RFA. The selection process will be as follows:

A. RFA Grant Application:

1. All the applications will be reviewed by a County appointed RFA Evaluation Committee considering all the criteria and the overall application. Funding recommendations will be presented to the BoCC for consideration and final approval of the funding award amount.

B. RFA Evaluation Committee:

1. The RFA Evaluation Committee will review the qualifications of the organization and application. The Committee will evaluate applications in accordance with the evaluation criteria identified in below. The RFA Evaluation Committee serves in an advisory capacity to the BOCC and is responsible for evaluating and scoring applications and making final funding recommendations to the Board of County Commissioners.
2. The Board of County Commissioners decides the final awards. Funding decisions will be considered and approved at a publicly noticed Board meeting held in the County Administration Building Auditorium, 2<sup>nd</sup> Floor, 12 SE 1<sup>st</sup> Street, Gainesville.

C. Negotiation of Contract

1. The County will negotiate contracts with approved Grantees for the provision of services requested in this Request for Applications. Grantees will be provided a timeline for contract execution and must adhere to that timeline.

#### 4.4. Selection Criteria

Applications will be evaluated in accordance with the procedures described in this Request for Applications.

A. Background

1. Each fiscal year the Alachua Board of County Commissioners (BoCC) allocates funds for use in making competitive grant awards to various 501(c)(3) non-profit organizations.

B. Application Screening

1. All applications submitted will be subject to screening by Procurement to ensure that they meet mandatory qualifications and are thereby eligible for evaluation and scoring by the RFA Evaluation Committee. Screening involves checking to determine if an agency is eligible to apply on the basis of their compliance with the following criteria:
  - a. having current and complete 501(c)(3) status
  - b. maintaining a physical business address in Alachua County
  - c. demonstrating that that services to be provided fit one of the established CAPP funding categories
  - d. demonstrating that the proposal provides for the most basic physical needs of participants and reduces symptoms of poverty

- e. having at least one (1) year of experience providing program services in the CAPP funding category for which they are applying prior to submitting the application
  - f. providing programs, services or goods directly to participants
  - g. understanding and demonstrating that recipients of the agency's program services must be an Alachua County resident and be economically disadvantaged (i.e., be at or below 150% of the current Federal Poverty Level guidelines)
  - h. All agencies must provide CURRENT financial documents as required
2. Proposals failing to meet these screening criteria shall be deemed non-responsive and removed from the application process.

## 5. Evaluation Phases

The evaluation committee will evaluate the proposals as follows:

*The Evaluation Criteria will assess each responding Applicant's ability based on effectiveness of program and service delivery, the Applicant's participant impact, budget requirements, the Applicant's stability and capability, Applicant's performance measures and deliverables and whether an Applicant is a certified Small Business Enterprise, and the Applicant's record with regard to this type of work, particularly in the County or in Florida.*

*The Evaluation Committee will assess how effectively the requirements of the application have been addressed. The application should identify a project manager and other key members of the project team.*

*The Evaluation Committee will not be impressed with excessive boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations, or work not involving personnel to be assigned to the proposed project..*

*The Evaluation Committee evaluate and score all applications not removed from the process during the screening phase. A maximum total score of 215 points is possible, based on an agency's responses on its application. Once the final score is calculated, any proposal scoring at or below 139.9 is not eligible for funding. Proposals scoring 140 and above are assigned a maximum percentage funding recommendation, based on the score received. Regardless of an Applicant's designated award amount, however, the Evaluation Committee is not obligated to recommend a program for funding at any level and there are no guarantees a program will be recommended for funding.*

*All responsive applications will be ranked from highest scoring to lowest scoring, and funding will be awarded according to the score and percentage calculated below.*

*In the event that the total CAPP funding requests of successful Applicants exceed the County's available funding allocation, the Evaluation Committee will apply a ratio to determine the amount each applicant qualifies for as based on its score in order to distribute available funds. (Scores are not rounded-up.) This ratio will be determined by dividing the total funding allocation by the total amount of applicants' qualifying funding as determined by their respective scores and applying this ratio to each agency's qualifying funding award, in order to make an adjusted award amount that remains within the CAPP Program allocation. See Scores/Ranges section below.*

If total points awarded is within the score range below:	Recommended % of agency's funding request
180-215	100%
160-179.9	75%
140-159.9	50%

139.9 and below	No funding recommended
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No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Program/Service Delivery Effectiveness: (scoring range: 0 –40 pts.)</b></p> <p>The degree to which the application furnishes a clear and concise description of the proposed program or service, the proposal is reasonable given evidence of need, requested budget and other resources, is consistent with approved funding categories, the proposal budget is reasonable and is in alignment with the description of need.</p> <ol style="list-style-type: none"> <li>1. Has the applicant demonstrated how the service or program addresses a basic physical need for Alachua County residents living at or below 150% FPL?</li> <li>2. Does the program or service clearly fit one of the funding categories?</li> <li>3. Is the program or service deliverable within the applicant’s capabilities and budget?</li> <li>4. Does the agency have a history of delivering this program or service successfully?</li> <li>5. Is the agency providing the program or service directly to the target population?</li> <li>6. Is this program or service duplicated by other entities serving the target population? Does the proposal duplicate an existing County program or service?</li> </ol>	Points Based	<p>40 <i>(18.6% of Total)</i></p>

<p>2.</p>	<p><b>Participant Impact: (scoring range: 0 – 40 pts.)</b></p> <p>The degree to which the proposed program, service or provision of goods clearly describes and addresses a basic physical need of residents living in poverty AND demonstrates using evidence based practices that it alleviates the symptoms of poverty for participants</p> <ol style="list-style-type: none"> <li>1. Are services or programs activities quantified and clearly described?</li> <li>2. Has the agency defined how the requested amount of program funding will directly impact participants?</li> <li>3. Are all of the proposed services or programs directly related to and responsive to the needs of the target population?</li> <li>4. Are the program implementation and performance outcome measures appropriate to determine the impact of the program?</li> <li>5. Are specific strategies for obtaining and maintaining client engagement clearly described?</li> </ol>	<p>Points Based</p>	<p>40  <i>(18.6% of Total)</i></p>
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<p>3.</p>	<p><b>Program Budget: (scoring range: 0 – 40 pts.)</b></p> <p>The degree to which the program budget focuses on provision of direct services that provide for participant(s) basic needs, demonstrably alleviates symptoms of poverty for participants, is reasonable, and is in alignment with the description of program services.</p> <ol style="list-style-type: none"> <li>1. Are all of the budget items directly related to program expenses, and do those expenses directly benefit participants?</li> <li>2. How well does the applicant describe how oversight of funds will be ensured?</li> <li>3. If the agency utilizes internal accounting for payables, is there adequate oversight of payments (i.e., multiple signatories on checking accounts, multiple approval levels for payments)</li> <li>4. Does the budget demonstrate good stewardship of taxpayer funds? Does the program duplicate an existing program or service funded by taxpayers?</li> </ol>	<p>Points Based</p>	<p>40  <i>(18.6% of Total)</i></p>
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<p>4.</p>	<p><b>Agency stability and capability: (scoring range: 0 – 40 pts.)</b></p> <p>The degree to which the agency appears to be well-functioning and financially and internally stable. Is there an active Board of Directors or Executive Committee? Are the staff necessary for program implementation in place? Do they have the correct experience, certification and/or education.</p> <ol style="list-style-type: none"> <li>1. Does the BOD meet on a regular schedule? When was the last board meeting?</li> <li>2. Does the agency receive an outside audit on a regular basis? Were there audit findings?</li> <li>3. If the program or service requires special staff training or certification, is this documented?</li> <li>4. Has the agency provided evidence of adequate, stable staffing levels for the program or service?</li> <li>5. How long has the agency been successfully providing the proposed program or service?</li> <li>6. What percentage of the program/service’s funding will be provided by CAPP? What percentage of the agency’s overall funding does Alachua County provide? Has the agency demonstrated sufficient funding streams to operate in the event CAPP funding is not awarded or is awarded at a reduced percentage?</li> </ol>	<p>Points Based</p>	<p>40  <i>(18.6% of Total)</i></p>
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<p>5.</p>	<p><b>Performance Measures and deliverables: (0-40 pts)</b></p> <ol style="list-style-type: none"> <li>1. Are the performance measures and deliverables proposed by the agency sufficient to track progress and success of the program or service?</li> <li>2. To what extent does the applicant detail existing data collection infrastructure, systems and processes to support the program or service?</li> <li>3. To what extent does the applicant describe its plan for program performance evaluation and continual quality improvement?</li> </ol>	<p>Points Based</p>	<p>40 <i>(18.6% of Total)</i></p>
<p>6.</p>	<p><b>Small Business Enterprise Participation (SBE)</b> Points Provided by Procurement.</p>	<p>Points Based</p>	<p>15 <i>(7% of Total)</i></p>

## 6. Submittals

### 6.1. Corporate Resolution Granting Signature\*

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

Please confirm

\*Response required

### 6.2. Drug Free Workplace\*

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Yes

No

\*Response required

### 6.3. Conflict of Interest\*

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

Please confirm

\*Response required

### 6.4. Is your agency a 501c3?\*

Yes

No

\*Response required

When equals "Yes"

*6.4.1. Upload your 501c3 determination letter:\**

\*Response required

### 6.5. Do you have a physical business address in Alachua County\*

Yes

No

\*Response required

### 6.6. Is your Agency a certified Alachua County Small Business Enterprise (SBE)?\*

Yes

No

\*Response required

When equals "Yes"

*6.6.1. Upload your Alachua County SBE certification:\**

\*Response required

### 6.7. Which category does your program, service or goods best fit?\*

All programs must fit into one of the BoCC's approved funding categories.

*Select all that apply*

Safe, Affordable Housing

Quality Child Care and Education

Adequate Food

Quality Healthcare

\*Response required

6.8. Does your agency have at least one full year of experience providing services in the funding category prior to the date of application?\*

Please describe

\*Response required

6.9. Will your program, service or goods be provided exclusively to Alachua County residents at or below 150% FPL\*

Yes

No

\*Response required

6.10. Describe the program, service or goods that your agency is requesting funding for. \*

Include specifics regarding how your proposal will reduce the symptoms of poverty for the target residents using evidence-based rationale

- A. Include the frequency or duration of any CAPP funded activities
- B. Include the number of anticipated participants and demographics
- C. Include if the agency uses volunteers to provide the program or service; detail the role of volunteers in the program
- D. Include a staffing plan, describing key personnel and their role (if applicable)
- E. Are all providers adequately trained and credentialed (if applicable)
- F. Include information to address evaluation criteria sections 1, 2, and 4.

\*Response required

6.11. Describe the relationship between your program or service's activities and intended outcomes\*

- A. Include your agency's goals and objectives for the program or service
- B. Include how your participants will be impacted by your program or service
- C. Include how you will track and quantify the success of your program or service
- D. Include information to address evaluation criteria sections 5.

\*Response required

6.12. How will CAPP funds be used in your program or service?\*

- A. Itemize how funds are to be used. How will the agency account for all CAPP funds
- B. Describe additional funding that will be necessary to run the program. Does the agency have this funding in place
- C. What is the percentage of total program funding being requested from CAPP
- D. Does your agency utilize internal accounting staff for payables and receivables.
- E. How are expenditures verified

F. Include information to address evaluation criteria sections 5.

\*Response required

### 6.13. [Request for Application Submittal Documentation\\*](#)

Upload your Request for Application documentation with all required information and applicable documents. Upload the required documents in this section for review.

- o CAPP Budget
- o Current operating budget
- o Most recent audit
- o Board of Directors roster and meeting schedule

\*Response required

### 6.14. [Acknowledgement of Requirements\\*](#)

Did you review and complete all the required documents, attachments, addenda and questions and answers?

Please confirm

\*Response required

## 7. Sample Agreement/Contract

### 7.1. RFA Sample Agreement

COMMUNITY AGENCY PARTNERSHIP PROGRAM (CAPP) AGREEMENT NO. 13351 BETWEEN ALACHUA COUNTY AND APPLICANTS FOR PROGRAM

THIS AGREEMENT is made by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and Alachua County Coalition For The Homeless And Hungry, Inc., a not-for-profit corporation organized under the laws of the State of Florida ("Agency"), collectively the "Parties".

#### **WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Alachua County ("Board") allocated funds for use in making competitive awards to local non-profit agencies through the Community Agency Partnership Program (CAPP) to benefit Alachua County citizens living in poverty; and

**WHEREAS**, the County issued Request for Application (RFA) No. 25-198 seeking applications from qualified agencies to provide goods and services funded under CAPP;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Term:
  - A. This Agreement shall commence upon execution by both Parties, for services rendered since October 1, 2024, and continue through and including September 30, 2027, unless earlier terminated, as provided herein.
  - B. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board. The Parties understand that this Agreement is not a commitment of future appropriations. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
2. Scope of (Program) Services:
  - A. The County agrees to provide funding to the Agency for the Program described and outlined in Exhibit 1, attached hereto and incorporated herein by reference.
  - B. The Agency agrees to provide, operate, and fully perform the Program described in Exhibit 1, attached hereto.
  - C. The Agency understands and agrees to be bound by the guidelines and funding restrictions contained in RFA 22-198, including but not limited to, that funding shall only be used for

residents of Alachua County and funds are not to be used to enrich the Agency. Failure to comply will be considered a default of this Agreement.

3. Billing and Compensation:

- A. For the performance of the services detailed in Section 2 of this Agreement, the County agrees to pay the Agency an amount not to exceed \$21,232.13 annually for the term of the Agreement in accordance with the details as specified below.
- B. As a condition precedent for any payment by the County, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (as generally shown in Exhibit 2 attached) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total annual amount awarded. The Agency invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the County may require.
- C. Submission of Agency's invoice for final payment constitutes Agency's representation to the County that all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to the County at the following address:

CAPP Program Manager

Alachua County Department of Community Support Services

218 SE 24<sup>th</sup> Street

Gainesville, Florida 32641

Email: [cbishop@alachuacounty.us](mailto:cbishop@alachuacounty.us)

- D. In the event that the County becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction. The County may also withhold payment due to the Agency until the Agency provides the documentation and data, in support of expenses, as required by the County.
- E. The Agency shall submit its final CAPP invoice for each CAPP grant period by October 15<sup>th</sup> of each year. The County has no obligation to provide reimbursement to the Agency for invoices which include expenses incurred in any previous CAPP grant period if submitted after October 15<sup>th</sup>. Notices to the Agency will be provided to the Agency at the following address:

(Department Name)

(Address)

(City, Florida, Zip Code)

4. Audit, Records, and Reporting:
  - A. The Agency agrees to:
    - a. Maintain financial records and reports relating to utilization of the funds.
    - b. Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.
    - c. Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the County.
  - B. The Agency must submit reports to the County as required by the County at the address listed in paragraph 3(c) above. Reports shall be submitted on the forms and in the formats made available to the Agency from the County (examples of which are attached hereto in the exhibits 3). The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency.
  - C. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing. The Agency failure to correct the deficiencies may result in the County withholding payments or the Agency being deemed in default of this Agreement.
5. Default and Termination:
  - A. The failure of the Agency to comply with any provision of this Agreement will place the Agency in default. Prior to terminating the Agreement, the County will notify the Agency in writing of the default. This notification will make reference to the provision of this agreement which gave rise to the default. The County will give the Agency seven (7) calendar days from the date of the notice to cure the default. The CAPP Program Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.
  - B. The County may terminate this Agreement without cause by providing written notice to the Agency (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide the Termination for Convenience on behalf of the County. In the event of such Termination for Convenience, the County agrees to reimburse the Agency for the goods and services of the Program provided prior to the date of the Termination for Convenience. The



Agency shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated expenses of the Program not yet completed or performed.

6. Modifications: A. This Agreement may be modified and amended by mutual Agreement of the Agency and the Board. Any modification of the terms of this Agreement shall only become effective upon a written amendment to this Agreement, duly executed by both Parties.

B. County staff may accept and approve revisions to scope of services and Budget and Unit of Service Cost Worksheet provided the revisions are consistent with the original submitted proposal and that such requests are made and agreed to in writing. Requested revisions may not include additional fiscal impact or changes to BoCC approved annual funding allocation.

7. Assignment: Neither Party will assign or transfer any obligation or interest in this Agreement without prior written consent of the other Party. 8. Independent Contractor: In the performance of this Agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this Agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency 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 County. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

9. Indemnification: The Agency shall indemnify and hold harmless the County 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 Agency or anyone employed or utilized by the Agency in the performance of this Agreement. The Agency's obligation to indemnify will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

10. Laws & Regulations: The Agency will comply with all federal, state, and local laws, ordinances, regulations and rules. 11. Non-Waiver: 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. 12. Severability: 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.

13. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties. 14. Collusion: By signing this Agreement, the Agency 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.

15. Conflict of Interest: The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests. 16. Third Party Beneficiaries: This Agreement does not create any relationship with, or any rights in favor of, any third party. 17. Governing Law and Venue: This

Agreement is governed in accordance with the laws of the State of Florida. Venue for any legal action is in Alachua County, FL. 18. Construction: 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 contributed to the preparation of this Agreement.

19. Public Records:

**A. General Provisions:**

- a. Any document submitted to the County 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 agency per Section 119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- b. In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Agency 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 Agency does not transfer the records to the County.

**1. Confidential Information:**

- a. During the term of this Agreement or license, the Agency may claim that some or all of Agency's 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 by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the

confidentiality of the information properly identified by the Agency as “Confidential Information” or “CI.”

- b. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency’s Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.
2. **Program Completion:** Upon expiration of this Agreement, or in the event this Agreement is terminated, the Agency, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County 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 Agency 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 County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.
  3. **Compliance:**
    - a. If the Agency does not comply with the County’s request for records, the County shall enforce the contract provisions in accordance with the contract.
    - b. An Agency who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

20. Communications: The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the CAPP Program Manager or other CAPP representative within 24 (twenty-four)

business hours from the time the e-mail was received electronically. Exhibit 4, attached hereto, provides a change form. The Agency agrees to notify the CAPP Program Manager of any changes in e-mail, staff, executive director, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the CAPP Program Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

21. **No Religious or Sectarian Requirement:** 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. 22. **Award Acknowledgement of Support:** The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program (CAPP)", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

23. **Counterparts:** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the parties to the terms hereof. 24. **Exhibits:** All exhibits to this Agreement are incorporated into and made part of this Agreement by reference. This Agreement includes the following attachments:

Exhibit 1: Scope of (Program) Services

Exhibit 2: Invoice Form

Exhibit 3: Required Reports

Exhibit 3A: Performance Outcome Report

Exhibit 3B: Program Statistics

Exhibit 3C: Success Story

Exhibit 4: Change Notification Form

25. **Electronic Signatures:** 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 Agency 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.

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- I. Verification of Personnel: The Agency will comply with all Florida law related to level 2 criminal background checks for Agency staff and volunteers that have unsupervised contact with children and other vulnerable individuals served in the Program. All screenings are to be substantially consistent with the standards set forth in Section 435.04, Florida Statute and must be available from the Agency to the County upon the County's request. In accordance with Florida law, every Florida public employer, along with contractors and subcontractors, must enroll and use the E-Verify system to confirm the eligibility of all employees hired after January 1, 2021.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGE TO FOLLOW*

**IN 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.

**ALACHUA COUNTY, FLORIDA**

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

Michele Lieberman, County Manager

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_

County Attorney

**AGENCY**

Agency's Name: Alachua County Coalition for the Homeless and Hungry, Inc.

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.**