



Request for Qualifications (RFQ)

Mayor's Youth Community Support Network

Reconnecting Our Youth Grant Program

Cycle XI (11)

Fiscal Year 2018-2019

Release Date: Friday, June 29, 2018

Application Due Date: Friday, July 27, 2018 @ 5 p.m.

For more information, please contact:
City of Tracy, City Manager's Office
Vanessa Carrera, Public Information Officer
vanessa.carrera@cityoftracy.org
(209) 831-6102

TABLE OF CONTENTS

1.0 PROPOSAL SUBMITTAL AND RFQ TIMELINE..... 3

2.0 INTRODUCTION..... 4

3.0 APPLICANT QUALIFICATIONS/CONDITIONS..... 5/6

PROPOSAL CONDITIONS..... 6

4.0 SERVICE PROVIDER SELECTION..... 7

5.0 DISQUALIFICATIONS..... 8

6.0 RESERVATIONS AND RIGHTS BY THE CITY..... 9

7.0 CONTRACT REQUIREMENTS..... 10

8.0 PROPOSAL FORMAT..... 11

SECTION 1: PROGRAM SUMMARY OUTLINE..... 12

SECTION 2: ORGANIZATIONAL EXPERIENCE AND RELIABILITY..... 13

SECTION 3: STAFFING PLAN AND STAFFING QUALIFICATIONS..... 13

SECTION 4: COST PROPOSAL/BUDGET..... 13-15

SECTION 5: EXHIBITS..... 15

APPLICATION ATTACHMENTS:

Attachment "A" References..... **16**

Attachment "B" Budget..... **17**

Attachment "C" Budget Narrative-Sample..... **18**

Attachment "D" Statement of Fiscal Agent Responsibilities..... **19**

Attachment "E" Proposal Authorization Signature Page..... **20**

Additional SAMPLE Exhibits - no completion/submittal required..... 21-31

Exhibit A - Insurance Requirements *(page 21-22)*

Exhibit B - General Services Requirements *(page 23)*

Exhibit C - Certificate of Assurances *(page 24)*

Exhibit D - Professional Services Agreement *(page 25-31)*

Exhibit E – RFQ Check-off List *(page 32)*

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

1.0 PROPOSAL SUBMITTAL AND RFQ TIMELINE

Sealed proposals must be submitted to the City of Tracy, City Manager's Office, 333 Civic Center Plaza, Tracy, CA 95376 by **Friday, July 27, 2018 at 5:00 p.m. Submit one (1) original application packet and a disc or thumb drive with electronic soft copies of complete grant and five (5) additional copies. Be sure to include application cover sheet and all additional copies of documents.**

All proposals shall be addressed as follows:

City of Tracy
MCYSN ROY Grant RFQ, Cycle 11
Attn: Vanessa Carrera
333 Civic Center Plaza
Tracy, CA 95376

The proposal envelope shall state the name and address of the submitting contractor.

Proposals will **NOT** be accepted after **July 27, 2018 at 5:00 p.m.** All proposals received after the submittal due date and time will be time stamped and returned unopened to the sender.

The City of Tracy will not accept proposal responses submitted by fax or by email.

RFQ Application timeline; all dates are subject to change:

Description	Date
Release of RFQ	Friday, June 29, 2018
Mandatory Pre-Submittal Conference	Date: Thursday, July 12, 2018 Time: 5:00 p.m. Location: City Hall, Room 109
Application Submittal Deadline	Friday, July 27, 2018
Application Review	Wednesday, August 15, 2018
Notification to Proposers	Wednesday, September 5, 2018
Appeal Deadline	Thursday, September 7, 2018
Agreements Negotiated/ Executed	Week of September 17, 2018
Services Begin	Monday, October 1, 2018

Questions related to the RFQ must be submitted in writing to Vanessa Carrera, Public Information Officer, at vanessa.carrera@cityoftracy.org by **Friday, July 16, 2018**. Responses to all questions will be publicly posted at www.cityoftracy.org by **Tuesday, July 17, 2018**.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

2.0 INTRODUCTION

The City of Tracy's Mayor's Community Youth Support Network, Reconnecting Our Youth (ROY) Grant Program aims at supporting local programs that develop skills and competencies resulting in healthy and thriving youth and families. The Mayor's Community Youth Support Network's approach is to prevent and intervene on issues of youth violence via a network of community service providers, the Tracy Police Department, and the Tracy Unified School District. To this end, the ROY grant helps support local services that foster:

- Positive relationship-building between youth and adults within and outside their families.
- Meaningful participation of youth in our community.
- Programs and staff that set high expectations for youth.
- Programs that mentor individual youth.
- Programs that assist youth in improving academic achievement, parent/family relationships and self-awareness.

On February 19, 2008 the Tracy City Council approved, per resolution 2008-030, the MCYSN Strategic Plan and annualized budget allocations which earmarked funds towards a matching grant program available to local service providers who can fill identified service gaps while enhancing youth asset development and reducing risk factors to anti-social behaviors.

The five target areas, as identified in the Mayor's Community Youth Support Network Strategic Plan are:

- A. Youth Outreach and Education**
 - a. Substance abuse, prevention and education
 - b. Bullying prevention (physical, verbal, cyber)
- B. Alternative After-School & Evening Youth Activities**
- C. Gang Prevention & Intervention Services**
- D. Family or Individual Youth Case Management**
- E. Behavioral Health Services – Prevention and Intervention**

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

3.0 APPLICANT QUALIFICATIONS/ CONDITIONS

To be considered for MCYSN funding from the City of Tracy, applicants must meet all ENTRY CRITERIA at the time of submittal. **Applicants who do not meet all entry criteria will not be considered and no evaluation of the proposal will be made.** Applications submitted must be responsive to all proposal instructions and requirements.

<p>Eligible Applicants</p>	<p>Applicants must meet the following criteria::</p> <ul style="list-style-type: none"> A. A non-profit agency with 501(c)(3) status. B. Any recognizable association of people with a fiscal agent that agrees to abide by the City's grant agreement on behalf of the association. The fiscal agent will be the legal representative of the project and may only be used once. Funds approved for the project will be awarded to the fiscal agent and the Funding Agreement for award of grant funds will be made between the City and the fiscal agent. The fiscal agent must sign Attachment "D" in this packet, which shows agreement to apply for funding on behalf of the association and to comply with the responsibilities of a fiscal agent. The fiscal agent must also show proof that it is either a government agency or a private non-profit agency with 501(c)(3). C. Possess all required permits, licenses, and professional credentials to perform and provide services specified in the RFQ. D. Have no record of unsatisfactory performance under the MCYSN ROY grant program. Contractors who have been seriously deficient in a current or recent contract, in the absence of circumstances properly beyond that of the contractor, are presumed to be unable to meet this requirement. E. Have the administrative and fiscal capability to provide and manage the proposed services under a reimbursement grant, and ensure adequate audit trail. F. Have the ability to maintain adequate files and records to meet reporting and evaluation requirements.
<p>Eligible Clientele/ Target Population</p>	<p>Projects must focus on middle and high school youth, ages 10-18 and families of youth ages 10-18. Youth and Families must also reside within City of Tracy or Tracy Unified School District and Jefferson School District Boundaries.</p>
<p>Eligible Services</p>	<ul style="list-style-type: none"> A. Youth Outreach and Education B. Substance abuse, prevention and education C. Bullying prevention (physical, verbal, cyber) D. Alternative After-School & Evening Youth Activities E. Gang Prevention & Intervention Services

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

	<p>F. Family or Individual Youth Case Management G. Behavioral Health Services – Prevention and Intervention ONLY</p>
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501(c)(3) must be in good standing at the time of application submittal.

Proposal Conditions

1. The MCYSN ROY grant program is a yearly matching grant program pending appropriation and approval by the City Council. By issuing this RFQ, the City does **not** make any assurances that it will enter into any Funding Agreements and is **not** committed to any future year.
2. The CITY reserves the right to waive any minor informality or irregularity in any response. The CITY may, for any reason, decide not to award grants as the result of this RFQ.
3. MCYSN ROY Grant contracts **MAY** be funded up to \$50,000, but may **not** exceed a \$50,000 contract total.
4. To be considered, all applications must be submitted in the manner set forth in the RFQ.
5. The CITY will have the final decision making authority to award contract(s).
6. The CITY may require the selected applicant(s) to participate in negotiations and to submit revisions to budget, scope, or other proposal details.
7. The RFQ does not commit the CITY to pay any costs incurred in the preparation of the RFQ application or making any necessary studies or designs for the preparation of a funding agreement for services in connection with the preparation of a submission. The CITY is not obligated to enter into any funding agreements.
8. All materials submitted will become the property of the CITY. **All responses become public records and may be subject to public review.** If an applicant believes any portion of its response is subject to a legal exemption from public disclosure, the applicant shall: (1) clearly mark the relevant portions of its response "Confidential"; (2) upon request from the CITY, identify the legal basis for exemption from disclosure under the California Public Records Act. The applicant may seek protection from disclosure by a court of competent jurisdiction. Any response which contains language purported to render all or significant portions of the application as "Confidential", "Trade Secret", or "Proprietary" shall be regarded as non-responsive.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

4.0 SERVICE PROVIDER SELECTION

A review team, consisting of community stakeholders and community members, will evaluate all completed applications that meet the **minimum eligibility requirements**. Members of the review team will evaluate and score each response to the RFQ, and make recommendations to City staff.

Selection as an eligible provider does not guarantee that the City will enter into a funding agreement with any eligible provider, nor grant the full funding amount requested by the provider. The review team will focus on the following requisites in selecting the eligible service providers:

1. The strategy of strengthening and expanding the CITY's partnerships and service collaborations in providing youth and/or family services.
2. The applicant's past and current experience, expertise, reliability, and capacity in operating high quality, cost-effective programs for youth and/or families exhibiting high risk behaviors including those associated with behavioral health.
3. The development of realistic and measurable client outcomes.
4. The applicant's understanding and history of the CITY's Mayor's Youth Community Support Program, and at-risk youth service needs in the community.
5. Proper completion and submittal of all required proposal documents outlined in the RFQ.
6. Staff planning and staffing qualifications.
7. Method(s) of evaluating program fidelity.
8. Cost proposal.

The maximum points allowed for the City of Tracy's MCYSN, ROY Grant Program is 500. Each application will receive an average score computed from individual scores assigned by the review committee members.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

5.0 DISQUALIFICATIONS

Factors such as, but not limited to, any of the following may be considered a basis to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among applicants in regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between applicant and City, County and/or local School Districts;
- Evidence of incorrect information submitted as a part of the proposal;
- Evidence of applicant's inability to successfully complete the responsibilities and obligations of the proposal;
- Respondent's default under any agreement, which results in termination of the agreement; and
- Incomplete applications with missing exhibits.

The City of Tracy reserves the right to reject any application should the proposer be found not responsible or qualified to carry out the work outlined in the proposed scope of services due to: 1) proposer failed to carry out or complete prior contracts with the City in a satisfactory or timely manner 2) proposer has insufficient experience to carry out scope of work 3) evidence of financial instability within the agency to administer a reimbursement agreement 4) proposer has been terminated on other City projects/contracts.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

6.0 RESERVATIONS AND RIGHTS BY THE CITY

1. The attached sample (**Exhibit "D"**) proposed Grant Funding Agreement is subject to changes by the CITY. If an applicant has any concerns regarding signing this agreement, it should include a letter with its application setting forth a list of the specific changes requested. Applicants not willing to sign the agreement may not be awarded a grant. If a grant agreement in the form and substance acceptable to the CITY cannot be completed within a reasonable time frame as determined by the CITY, the CITY may terminate negotiations and pursue an agreement with a different eligible service provider.
2. Applicants submitting a proposal authorize the CITY to verify any or all information given in the application.
3. If the applicant proposes the use of sub-applicants for the performance of work under the Funding Agreement resulting from this RFQ, the CITY reserves the right to have consent over each sub-applicant. All changes to proposed sub-applicants must be submitted to the CITY in writing.
4. If both parties agree, the CITY reserves the right after grant award, to amend the resulting Funding Agreement through the term of the contract to best meet the needs of all parties.
5. This Request for Qualifications shall be governed according to the laws of the State of California.
6. If any provisions of the Request for Qualifications shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
7. The CITY reserves the right to revise or amend any part of this RFQ up to the due date and time for accepting Applications. Such revisions and amendments, if any, shall be announced by addendum to this Request for Qualifications. Copies of such addendums shall be furnished to all applicants who have obtained application documents subsequent to the Request for Qualifications advertisement. If the revisions and addenda require changes, the due date set for applications may be postponed by such number of days as in the opinion of the CITY shall enable applicants to revise their applications. In any case, the due date shall be at least five (5) working days after the last addendum, and the addendum shall include an announcement of the new due date, if applicable.
8. **The CITY reserves the right to consider an applicant's financial standing as a basis for denying eligibility, including, in the CITY's estimation, the financial ability or lack of financial ability of any applicant to carry out and successfully complete the proposed services.**

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

7.0 CONTRACT REQUIREMENTS

Program Term

The term of the contract is from **October 1, 2018** to **June 30, 2019**.

Funding

MCYSN ROY Grant contracts **MAY** be funded up to \$50,000, but may **not** exceed a \$50,000 contract total.

Fund Matching

The City of Tracy MCYSN Grant Program requires a minimum of a 20% cash match of the funds awarded (non-City funding match). When used to augment the proposed project, expenditures for items such as personnel and operating expenses may be considered a match. All matching items specified in the budget will become a requirement under the Funding Agreement. The matching of direct funds and/or in-kind resources above the 20% is encouraged, but a **minimum of 20% must be a direct monetary match contribution. Personnel expenses may NOT exceed 50% of the budget total.**

Insurance

Awardees will be required to submit Certificates of Insurance in accordance with the insurance requirements set forth in **Exhibit "A"** to the Grant Funding Agreement **during the Funding Agreement negotiation period**, and in conjunction with execution of the Grant Funding Agreement and prior to release of any installment of the grant award thereunder. **Please submit a letter of endorsement from your insurance carrier (naming the City of Tracy as additionally insured) along with the insurance certificate.**

Service Partner Agreements

Selected Grantees will be required to submit a separate Service Partner Agreement or Memorandum of Understanding (MOU) between all collaborative partners **prior to the Funding Agreement negotiation period**. Collaborative partners are defined as any entity that will share resources, whether funding match or in-kind, that impact the delivery of the proposed service. Examples of collaborative partners may include, but are not limited to:

1. School sites where services will be provided;
2. School districts where services will be provided; and
3. Other non-profit community based organizations.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

8.0 PROPOSAL FORMAT

To apply for funds, agency **must have** attended the **MANDATORY** Pre-Submission Conference on **Thursday, July 12, 2018 at 5:00p.m. in Room 109 in Tracy City Hall.**

Please complete and submit the application by: **5:00 PM on Friday, July 27, 2018.**

All applications will be time and date stamped upon submission to the City Manager's Office at **333 Civic Center Plaza, 2nd Floor, Tracy, CA 95376.**

Any RFQ Application that is late, fails to meet eligibility requirements, or fails to follow submission instructions **WILL NOT** be considered for funding. **NO FAXED, E-MAILED POSTMARKED OR LATE APPLICATIONS WILL BE ACCEPTED.**

Proposals submitted must include the following to be considered:

1. Submit one (1) original Application Packet and a disc or thumb drive with electronic copies of complete grant packet and five (5) additional copies. Documents must be saved in Microsoft Word versions not PDF's to be used IF funding agreements are negotiated.
2. Be sure to include Application cover sheet and all additional copies of documents
3. Each packet should be submitted in a sealed envelope
4. One service category per packet

Applications must be typed, using 12-point font;

- Single spaced;
- One-inch margins on all sides of each page;
- Labeled with a header in the upper right corner of each page that includes the agency name on the first line and the proposed program name on the second line (narrative section only).

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

Proposals submitted must include the following information to be considered. **Please ensure that your proposal contains all of the requested information and is packaged in the following order:**

Section 1: Program Summary Outline

1. Agency name, address, applicant name, applicant title, contact information (phone number/email), number of years in business, number of employees in agency.
2. Identify one of the **Eligible Services Areas** for which you are applying for.
3. List the proposed program name.
4. List your target population and age group you propose to serve.
5. Describe the community's need for the proposed service. Include quantitative or qualitative data, if applicable.
6. Provide your Theory of Change for the proposed program.
7. Include if this is an evidence based program, or promising practice, and provide background.
8. List the proposed program's activities and dosage (frequency of services, how often).
9. Describe how program success and consistency will be measured.
10. Provide the proposed program's outputs.
11. Provide the proposed program's outcomes.
12. List evaluation methods for outputs.
13. List evaluation methods for outcomes.
14. List the geographic area in Tracy where services will be provided.
15. Describe how the program will be culturally competent and how it will address the diverse linguistic needs of the target population.
16. Describe how the program will collaborate and communicate with the CITY and other organizations serving the target population.
17. Provide a proposed timeline for program implementation.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

Section 2: Organizational Experience and Reliability

1. Describe your organization's experience in successfully providing services to at-risk youth.
2. Provide a list of current and recent contracts, including dates, funding organization, contract amount, population and location served, and a description of the services provided.
3. Describe the outcomes of contractual services previously performed through the MCYSN ROY Grant program (if applicable).
4. Describe the organization's financial capacity to administer the proposed program.
5. Describe the organization's client record keeping system and management of confidential data and data sharing.
6. Please attach a recent evaluation report and successes for the existing program(s) or eligible service area.
7. Complete **Attachment "A"** – Reference Sheet

Section 3: Staffing Plan and Staffing Qualifications

1. Provide a staffing plan for the proposed program, including job titles, part-time and full-time positions, qualifications/credentials/ education/ licenses for each position.
2. Justify the number of full-time equivalents (FTE) and job positions, including job descriptions.
3. Include if the proposed program will include volunteers, including expected experience, qualifications or background. Do not include contract staff or consultants under your personnel staffing plan. Contract services need to be included under Funding Agreement Services (see page 15).
4. Attach your agency's organizational chart; including board of directors, officers, and staff.
5. Attach resumes for staff members associated with the proposed program.
6. Provide your list of staff who have completed the required DOJ background screening.

Section 4: Cost Proposal/Budget

1. Line item budget for Fiscal Year 2018-19 outlining all program costs, including personnel and operational. **Attachment "B"** shown as sample line item budget.
2. Personnel Salary: Enter the position and hourly wage of each staff member to be paid by the City of Tracy's MCYSN, ROY Grant Program Grant, including full-time equivalent (FTE) estimate. Do not list administrative staff here if included in the Overhead line item.
3. Total personnel costs **must not exceed 50%** of the total funding request.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

4. The CITY **will not reimburse for Fringe Benefits**. This cost must be assumed by each individual agency. **This includes: worker's compensation, employer/employee insurance, vacation/ sick leave, and payroll taxes.**

5. Budget Narrative- Complete a Project Budget form **Attachment "C"** for operational expenses and provide an explanation on how these items directly impact and support the program(s) being proposed.

➤ Operating cost areas and guidelines:

Occupancy: Include either of the following,

- Occupancy costs for a building owned or leased by the recipient may be included as a budgeted item only if,
 - it is necessary for the services provided under this grant; or
 - costs are allocated among funding sources. If costs are covered by other funding source, then this may qualify under agency match.

Utilities: are **NOT** covered under the grant, but may be listed as an agency match. Enter the prorated costs for water, gas, electric, garbage and trash collection, and similar expenses for the project.

Communication: Enter costs for telephone, fax, postage, and other communication costs that are essential to the operation of the project or services provided by the grant.

Office Supplies: Enter costs for office supplies that are essential to the operation of the project or service provided by the grant.

Equipment: Enter costs of equipment that is essential for the operation of the project or service provided by the grant. Justification should be provided for the purchase of all electronic goods.

Program Supplies: Enter costs for consumable commodities that have a useful life of one (1) year or less, which render services essential to the operation of the project or service provided by the grant.

Travel: Enter cost for automobile mileage, transportation, and all necessary and ordinary travel expenses while on official project business. **Vehicle maintenance and insurance may not be charged.**

Insurance costs: Are **not** covered under the grant, but may be listed as an agency match. Enter the prorated cost of insurance and other related services for the project or service provided by the grant. **This includes: auto, business, and facility insurance.**

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

Funding Agreement Services: Include payments made to individuals who provide professional, scientific, or technical services. This means any services that the agency does not have the capability to perform itself, but are required to operate its program, and are performed by individuals who are not the agency's employees (i.e. consultants, trainers, evaluator, therapists, and social workers). The type of service must be stated next to Funding Agreement Services line item.

6. Overhead Rate Documentation: Overhead costs including administrative or support staff may only be submitted for projects that have a federally negotiated overhead rate or an approved rate from a Certified Public Accountant (CPA). **Submit the letter from the federal agency or the CPA that details the basis for the negotiated overhead.**

Section 5: Exhibits (required for submission with application and shall be incorporated into any final agreement)

1. **Attachment "D"** - Statement of Fiscal Agent Responsibility
2. **Attachment "E"** Proposal Authorization Signature Page
2. Most recent financial audit or financial statement
3. Overhead rate documentation (if applicable)
4. Proof of non-profit status in good standing – IRS determination letter 501 (c)(3)
5. Resolution for non-profit signature authorization
6. Service Partner Agreement, if applicable

Additional SAMPLE Exhibits – no completion/submittal required

1. Exhibit A – Insurance Requirements
2. Exhibit B - General Services Requirements
3. Exhibit C - Certificate of Assurances
4. Exhibit D - Professional Services Agreement

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

ATTACHMENT A

REFERENCES

List three contacts in which the applicant has provided similar services during the past three (3) years:

Agency Name:	
Phone:	Email:
Contact Person:	
Date and term of Contract:	
Services Provided:	

Agency Name:	
Phone:	Email:
Contact Person:	
Date and term of Contract:	
Services Provided:	

Agency Name:	
Phone:	Email:
Contact Person:	
Date and term of Contract:	
Services Provided:	

ATTACHMENT B
 BUDGET – SAMPLE

Personnel Costs

Description	MCYSN Grant	Agency Match *	Total Program
	Funding Request		
<i>(Position title and FTE)</i>			
<i>Program Director (.25 FTE)</i>			
<i>Program Manager (.50 FTE)</i>			
<i>Program Specialist (1.0 FTE)</i>			
Fringe Benefits	<i>Not Applicable</i>		
Total Personnel Costs			

Operating Costs

Description	MCYSN Grant	Agency Match *	Total Program
	Funding Request		
<i>Occupancy</i>			
Office Supplies			
Funding Agreement Services			
<i>Program Supplies</i>			
Travel			
Insurance	<i>Not Applicable</i>		
Total Operating Costs			
Total Budget			

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

ATTACHMENT C
BUDGET NARRATIVE - SAMPLE

Personnel Costs

Description	Explanation
<i>Examples:</i>	
<i>Program Specialist (1.0 FTE) @ \$10.00 an hour</i>	<i>Full time dedicated position, organizing all activities and program support.</i>
<i>Program Director (.25 FTE) @ \$25 an hour</i>	<i>Devotes 25% of time overseeing administration of program and grant contract.</i>
<i>Program Manager (.50 FTE) @ \$15 an hour</i>	<i>Half time supervisory position responsible for overseeing staff, budget and reporting documentation.</i>

Operating Costs

Description	Explanation (please be as thorough as possible)
<i>Examples:</i>	
<i>Occupancy</i>	<i>Classroom space for 3 hours/day including utilities.</i>
<i>Equipment</i>	<i>Wireless tablet for outreach presentations.</i>
<i>Program Supplies</i>	<i>Textbooks, workbooks, and materials necessary to run program.</i>
<i>Travel</i>	<i>Mileage from office to school site.</i>
<i>Funding Agreement Services</i>	<i>Bookkeeping /payroll</i>

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

ATTACHMENT D

STATEMENT OF FISCAL AGENT RESPONSIBILITIES

(Agency) shall act as a fiscal agent for (Applicant) for its (Applicant's Project). The applicant has or will submit a grant application for the City of Tracy, MCYSN Grant Program.

If the project is awarded funds, the fiscal agent shall accept the following responsibilities:

- Enter into an agreement with the City of Tracy to provide specified services in accordance with any program funding conditions.
- Receive payments from the City of Tracy for project expenses and disburse funds to the applicant.
- Maintain adequate accounting records for the funded project.
- Submit project reports to the City of Tracy as required.
- Participate in the program evaluation system.

Fiscal Agent:	
Address of Fiscal Agent's Authorized Representative:	
Phone Number:	
Email Address of Fiscal Agent's Authorized Representative:	
Fiscal Agent's Name and Title:	
Fiscal Agent Signature:	Date:

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

ATTACHMENT E

PROPOSAL AUTHORIZATION SIGNATURE PAGE

This application and the information contained herein are true and correct and complete, to the best of my knowledge.

By submitting an application, Applicant, and if Applicant is operating with a fiscal agent then such fiscal agent or its authorized representative, acknowledges and agrees, that they are a responsible officer or employee of the firm submitting the application, that obligations assumed by submission of application must be fulfilled, and that they have reviewed all responses and information provided by or on behalf of Applicant, and Applicant, and its fiscal agent, if applicable, further agrees under penalty of perjury and other applicable state and federal laws, that all the responses, statements and information provided in this application are true, correct and complete. Applicant further acknowledges and agrees that it is Applicant's duty and obligation to notify City immediately, and provide additional information, in the event that any of the information provided becomes outdated, untrue or incomplete due to one or more changes in facts or circumstances at any time prior to award.

Authorized Representative & Title:
Organization Name:
Phone:
Email of Representative:
Signature of Representative:
Date:

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

EXHIBIT A
INSURANCE REQUIREMENTS

GRANTEE shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with AM Best ratings of no less than A:VII or otherwise acceptable to the CITY.

A	Commercial general liability at least as broad as ISO CG 0001(per occurrence)	<u>\$1,000,000</u>
	With an edition date prior to 2004 or its equivalent (aggregate) ¹	<u>\$2,000,000</u>
B	Business auto coverage at least as broad as ISO CA 0001 ² (per accident)	<u>\$1,000,000</u>
C	Errors and Omissions liability ³ (per claim & agg)	<u>\$1,000,000</u>
D	Workers Compensation ⁴	Statutory
	Employer's Liability	<u>\$1,000,000</u>

¹ If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Limits may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

² Auto liability insurance shall cover owned, non-owned and hired autos. If GRANTEE owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. If GRANTEE, its agents, employees or volunteers, will use personal autos in any way on this project, GRANTEE, its agents, employees or volunteers, shall provide evidence of personal auto liability coverage and a valid driver's license.

³ GRANTEE shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

⁴ Sole Proprietors must provide representation of their exempt status. If permissibly self-insured, the GRANTEE must provide a copy of the Certificate of Consent to Self-Insure and proof of excess insurance.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

Endorsements:

- All policies shall contain or be endorsed to contain the following provisions:
- Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, and then ten (10) days notice shall be given.
- Commercial General Liability policies are to contain, or be endorsed to contain the following provisions:
- For any claims related to this project, the **GRANTEE's insurance coverage shall be primary** and any insurance or self-insurance maintained by the CITY shall be excess of the GRANTEE's insurance and shall not contribute with it.
- **The City of Tracy, its officers, officials, employees and volunteers are to be named as additional insured on a form equivalent to CG20 10 and CG 20 37 with an edition date prior to 2004.**

Workers Compensation Insurance is to be endorsed waiving the right to subrogate against the City of Tracy, its officers, officials, employees or volunteers.

Other Insurance Provisions

No policy required by this section shall prohibit GRANTEE from waiving any right of recovery prior to loss. GRANTEE hereby waives such right with regard to the indemnities.

All insurance coverage and limits provided by GRANTEE and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

Self-insured retentions and/or deductibles above \$5,000 must be approved by the CITY. At the CITY's option, the GRANTEE may be required to provide financial guarantees.

Verification of Coverage and Certificates of Insurance

GRANTEE shall furnish the CITY with **original certificates and endorsements** effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the CITY before work commences and must be in effect for the duration of the Funding Agreement. The CITY reserves the right to require complete, copies of all required policies and endorsements.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

EXHIBIT B

GENERAL SERVICES REQUIREMENTS

1. GRANTEE shall attend Mayor's Community Youth Support Network Service Provider Team meetings that will ensure coordination and linkage of services, participate in MCYSN subcommittees which may be identified or directed by the CITY staff.
2. GRANTEE shall participate in at least two program review meetings and/or agency site visits with the CITY REPRESENTATIVE for the purpose of reviewing GRANTEE's implementation of the Scope of Services.
3. GRANTEE shall assist the CITY with any needs assessment meetings when held by the CITY in order to ascertain the community's needs regarding MCYSN GRANT PROGRAM funded services. GRANTEE's assistance will include, but not be limited to, assistance with the collection of needs assessment surveys, perform outreach to persons served by GRANTEE's Scope of Services in order to increase attendance, and to promote meaningful discussion at the needs assessment meetings.
4. GRANTEE must contribute at least a twenty percent (20%) match of the Grant Award in cash contributions from a source other than the CITY.
5. GRANTEE shall maintain on file with the CITY REPRESENTATIVE, a current Service Partner Agreement, in the form of Exhibit L to the RFQ, with each partner agency. GRANTEE is responsible for notifying the CITY REPRESENTATIVE of any updates/changes to contacts or other information contained in any Service Partner Agreement.
6. GRANTEE shall provide immediate short-term emergency response services as needed and in accordance with its expertise and capacity. The CITY-operated services will provide gang intervention emergency services, but GRANTEE recognizes and agrees that, from time to time, the CITY may need to coordinate and/or make referrals to GRANTEE. In addition, if GRANTEE delivers services on any school campus, GRANTEE shall adhere to the district's emergency protocol and procedures.
7. Each of GRANTEE's employees and volunteers who interact or directly supervise minors in the performance of the Scope of Services shall undergo a criminal background check at applicant's expense, as provided in California Penal Code Section 11105.3 and the California Public Resource Code 5164
8. This condition applies in the event that GRANTEE conducts the Scope of Services on school campuses. Prior to commencing its services on one (1) or more school campuses, GRANTEE shall obtain permission from an authorized school DIRECTOR and shall represent in writing that it has obtained the school district's authorization. No later than thirty (30) days following commencement of its services, GRANTEE shall have in place a written agreement with the school district, in the form as set forth at Exhibit L to the RFQ, which sets forth the district's permission to GRANTEE to offer the Scope of Services on one or more of the school district's campuses. The term of the Service Partner Agreement with the school district shall be for the duration of GRANTEE's services on the school district's campuses. GRANTEE shall provide the CITY REPRESENTATIVE with a copy of GRANTEE's agreement with each school district, or school, as determined appropriate by the CITY REPRESENTATIVE. GRANTEE shall notify the CITY REPRESENTATIVE in the event that a school district terminates, amends or suspends the agreement with GRANTEE. GRANTEE's failure to have and to maintain an agreement with each school district (or school) in which GRANTEE conducts its Scope of Services shall, in addition to all other remedies available to the CITY, constitute grounds for the CITY to withhold payment of one or more portions of the Grant Award.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

EXHIBIT C

CERTIFICATION AND ASSURANCES

The following assurances are required from each applicant before the City of Tracy can execute a Funding Agreement.

If funded, applicant assures that it will:

1. Be in compliance with all local, State, and Federal laws, ordinances, codes, regulations and decrees;
2. Practice non-discrimination in providing services, hiring personnel, and recruiting volunteers, and shall provide a Personnel Practices Plan, if funded;
3. Submit in a timely manner such program and financial reports as are required by the City to monitor performance of the project;
4. Appoint one director of the project who will be responsible for the administration of the project;
5. Appoint a fiscal agent who shall be responsible for all financial and accounting activities of the project;
6. Obtain and maintain insurance provisions as required by the City. Applicant understands that the project will not begin, nor can costs be incurred, until proof of adequate insurance is approved by City;
7. Use the MCYSN Grant funding for delivering services to only Tracy residents and students within the Tracy Unified School District and Jefferson School District communities;
8. Applicant agrees that funds provided under this contract will **NOT** be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with federal regulations;
1. Not supplant existing funds for services provided by the agency; and
2. Submit a Professional Services Agreement detailing funding agreements and participation as a member of Mayor's Community Youth Support Network Service Provider Team.

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT – SAMPLE

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
Reconnecting Our Youth Grant Program, Cycle XI**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (herein after "CITY"), and GIVE EVERY CHILD A CHANCE OF TRACY, a California non-profit corporation (herein after "CONSULTANT").

RECITALS

- A. June 29, 2018 the City issued a Request for Qualifications (RFQ) for the Reconnecting Our Youth Grant Program (herein after "Project").
- B. On July 27, 2018 CONSULTANT submitted its proposal for the Project to the CITY. After negotiations between the City and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. Pursuant to Tracy Municipal Code 2.20.130 the City Manager has authorized the execution of this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative :__(name here)__. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.
- 2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CONSULTANT shall submit all requests for extensions of time to the

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

CITY in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. CITY shall grant or deny such requests at its sole discretion.

- 3. INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. CONSULTANT is not CITY's employee and CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.
- 4. CONFLICTS OF INTEREST.** CONSULTANT (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.
- 5. COMPENSATION.**

 - 5.1.** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Agreement is Not To Exceed \$**DOLLAR AMT**. CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
 - 5.2.** CONSULTANT shall submit quarterly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3.** CONSULTANT shall submit receipts with each quarterly invoice to the CITY detailing the expense including dates, total amount and vendor from which the purchase was made, payroll record and all other payment verification allowable for type of expense.
 - 5.4.** Within thirty days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY.
- 6. PROGRAM BUDGET:** CONSULTANT shall submit the required Program Budget as described in Exhibit "B" attached hereto and incorporated herein by reference.
- 7. GENERAL SERVICES REQUIREMENTS.** CONSULTANT agrees and understands the General Services Requirements described in Exhibit "X" attached hereto and incorporated herein by reference.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

8. CERTIFICATION AND ASSURANCES. CONSULTANT agrees and understands the Certification and Assurances as described in Exhibit "X" attached hereto and incorporated herein by reference.

9. TERMINATION. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice.

If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this agreement upon written notice to the defaulting party.

10. OWNERSHIP OF WORK. All original documents prepared by CONSULTANT for this Agreement, whether complete or in progress, are the property of the CITY, and shall be given to the CITY at the completion of CONSULTANT's services, or upon demand from the CITY. No such documents shall be revealed or made available by CONSULTANT to any third party without the prior written consent of the City.

11. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

12. INDEMNIFICATION. CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of CONSULTANT's performance of services under this Agreement.

13. BUSINESS LICENSE. Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

14. INSURANCE.

14.1. General. CONSULTANT shall, throughout the duration of this Agreement, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

14.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

- 14.3. Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 14.4. Workers' Compensation** coverage shall be maintained as required by the State of California.
- 14.5. Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of CONSULTANT in an amount not less than \$1,000,000 per claim.
- 14.6. Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 14.6.1** The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 14.6.2** For any claims related to this Agreement, CONSULTANT's coverage shall be primary insurance with respect to the CITY. Any insurance maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- 14.7. Notice of Cancellation.** CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 14.8. Authorized Insurers.** All insurance companies providing coverage to CONSULTANT shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 14.9. Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five days after the execution of this Agreement.
- 14.10. Substitute Certificates.** No later than thirty days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.
- 14.11. CONSULTANT's Obligation.** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever (including indemnity obligations

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

under this Agreement), and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

15. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. Consent by the CITY to one assignment shall not be deemed to be consent to any subsequent assignment.

16. NOTICES.

16.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:

Vanessa Carrera
333 Civic Center Dr.
Tracy, CA 95376
(209) 831-6102

vanessa.carrera@cityoftracy.org

To CONSULTANT:

NAME
ADDRESS
CITY, STATE, ZIP
PHONE
[EMAIL](#)

16.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

17. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

18. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

19. SEVERABILITY. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

20. JURISDICTION AND VENUE. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California.

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

21. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.
22. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
23. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to CONSULTANT's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
24. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

AREA INTENTIONALLY LEFT BLANK

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

CONSULTANT

Grantee

By: Randall Bradley

Title: City Manager

Date: _____

By: name

Title: title

Date: _____

Fed. Employer ID No.

Approved As To Form:

By: Thomas Watson

Title: CITY ATTORNEY

Date: _____

City of Tracy - Mayor's Community Youth Support Network

ROY Grant, Request for Qualifications

Cycle 11, 2018-2019

EXHIBIT E

RFQ APPLICATION CHECKLIST

(For proposer use only, please do not submit with application packet)

Required for Completion of RFQ Application	
Section 1	Program Summary Outline
Section 2	Organizational Experience and Reliability
Section 3	Staffing Plan and Staffing Qualifications
Section 4	Cost Proposal/Budget
Section 5	Exhibits (required for submission with application and shall be incorporated into any final agreement) *Most recent financial audit or financial statement *Overhead rate documentation (if applicable) *Proof of non-profit status in good standing-IRS determination letter 501 (c)(3) *Resolution for non-profit signature authorization *Service Partner Agreement if applicable
Attachment A	References
Attachment B	Budget-Sample
Attachment C	Budget Narrative-Sample
Attachment D	Statement of Fiscal Agent Responsibilities
Attachment E	Proposal Authorization Signature Page
Additional SAMPLE Exhibits-No completion/submittal required	
Exhibit A	Insurance Requirement
Exhibit B	General Services Requirements
Exhibit C	Certificate of Insurance
Exhibit D	Professional Services Agreement-Sample