



**CHILDREN'S TRUST**  
**OF ALACHUA COUNTY**

<b>REQUEST FOR PROPOSAL (RFP) #:</b>	2022-02
<b>PROJECT TITLE:</b>	TeensWork Alachua Summer Youth Employment Program
<b>CTAC CONTACT:</b>	Deon Carruthers
<b>CTAC E-MAIL ADDRESS:</b>	<a href="mailto:procurement@childrenstrustofalachuacounty.us">procurement@childrenstrustofalachuacounty.us</a>
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<b>MAILING ADDRESS:</b>	P.O. Box 5669 Gainesville, FL 32627
<b>ANTICIPATED CONTRACT TERMS:</b>	March 1, 2022 – September 30, 2022
<b>WEBSITE:</b>	<a href="http://www.childrenstrustofalachuacounty.us">www.childrenstrustofalachuacounty.us</a>
<b>RFP ISSUE DATE:</b>	Friday, December 17, 2021
<b>RFP DUE DATE and TIME:</b>	Friday, January 14, 2022 @ 3:00PM
<b>LAST DAY FOR QUESTIONS REGARDING THIS RFP:</b>	Friday, January 7, 2022

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## **SECTION 1: INTRODUCTION**

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

Prospective contractors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made to the Children's Trust of Alachua County (CTAC) Project Manager at the e-mail address on the cover page and must be received by the CTAC prior to the deadline for written questions also shown on the Request for Proposals (RFP) cover page. Questions concerning the specifications must be posed through the e-mail address provided on the cover page. The date limitation for posing questions will permit CTAC to issue any necessary corrections and/or addenda to this RFP in time for all prospective contractors to react by adjusting, if needed, their proposals. A summary of all questions from prospective contractors and CTAC responses to those questions will be posted by RFP number on the CTAC's website site.

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

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

Prospective contractors that receive this RFP from the CTAC web site or from any source other than the Project Manager and wish to assure receipt of any addenda or additional materials related to this RFP, should immediately contact the Project Manager, and provide their contact information so that RFP addenda and other communications related to this procurement can be sent to them.

#### **IMPORTANT NOTE:**

Prospective contractors are required to make all inquiries concerning this RFP via e-mail to CTAC via the e-mail address on the cover page of this RFP. Questions submitted by other avenues are not acceptable.

It is the prospective contractor's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned or noted in the proposal.

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

## **B. Overview of the Children’s Trust of Alachua County**

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

Four strategic priorities include:

- a. All children are born healthy and remain healthy.
- b. All children can learn what they need to be successful.
- c. All children have nurturing, supportive caregivers and relationships.
- d. All children live in a safe community

### **MISSION STATEMENT**

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

### **VISION STATEMENT**

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

### **GUIDING PRINCIPLES**

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

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

10. Prior to any funding decision, the direct impact on children must be the primary consideration.

**C. Solicitation Timeline**

EVENT	DATE/DUE DATE
Release of the competitive solicitation and the beginning of the Cone of Silence	Friday, December 17, 2021
<b>Optional Bidder’s Conference</b> Attendance is highly recommended  Zoom Registration Link: <a href="https://us02web.zoom.us/join/9tNfowktj1">https://us02web.zoom.us/join/9tNfowktj1</a>	<b>Wednesday, January 5, 2022</b> <b>@10:00 am</b>
Last day to submit written questions	Friday, January 7, 2022
Final response to all written questions posted	Monday January 10, 2022
<b>Response Submission Deadline</b>	<b>Friday, January 14, 2022</b> <b>@3:00PM</b>
Application Review Period	January 17, 2022 – January 21, 2022
Interviews/Oral Presentations (upon discretion of the (CTAC)	January 24, 2022 -January 26, 2022
<b>Public Discussion of Responses/Determine Interviews</b>  Zoom Registration Link: <a href="https://us02web.zoom.us/join/9tNfowktj1">https://us02web.zoom.us/join/9tNfowktj1</a>	<b>Friday, January 28, 2022</b> <b>@2:00PM</b>
Funding recommendations released; end of the cone of silence	Monday, February 7, 2022
<b>The Children’s Trust of Alachua County Board Meeting - Review of Award Recommendation</b>	<b>Monday, February 14, 2022</b>
Appeal Review Starts (if needed)	Tuesday February 15, 2022
Contract Negotiations begin	Wednesday, February 16, 2022
<b>Contract Begins</b>	<b>March 1, 2022</b>

## SECTION 2: GENERAL TERMS OF THE SOLICITATION

### A. Overview of Solicitation

The Children’s Trust of Alachua County (CTAC) is seeking a Contractor or Contractors to manage the TeensWork Alachua (TWA) Summer Youth Employment Program. TWA is a pilot project of the CTAC aims to employ between 150-200 youth as from ages 14-18 years old as summer interns during the summer of 2022. Youth will be employees of a temporary staffing company and their salaries will be paid through funds provided directly by CTAC. The Contractor will be responsible for marketing, outreach, worksite recruitment, participant recruitment, work readiness training, and job coaching. The CTAC intends to award a contract or multiple contracts to an agency(ies) that will meet CTAC’s qualification criteria and has successfully performed services on similar projects in the past. The successful Contractor(s) will be required to enter into a contract with the CTAC for the services requested in this RFP within a reasonable time after award. A Contractor submitting a proposal must be prepared to use the CTAC’s standard contract form rather than its own contract form. The contract will include terms appropriate for this project. A Model Contract for Services is attached to this RFP. The CTAC intends to award a contract substantially in the form of the attached Model Services Contract to the selected contractor.

### B. Available Funding

A total of \$150,000 has been budgeted by the CTAC to administer this program. This solicitation is to select a Contractor(s) to manage the marketing, outreach, worksite recruitment, participant recruitment, work readiness training, and job coaching for the program participants. **Costs to perform those services are expected to range between \$700 - \$1000 / youth. Proposals in excess of \$1000 per youth will be considered Non-Responsive.** Youth will be employees of a temporary staffing company and their salaries will be paid through funds provided directly by CTAC.

### C. Term of Services

Initial Term: March 1, 2022 – September 30, 2022

Renewal 1: January 1, 2023 – September 30, 2023

Renewal 2: January 1, 2024 – September 30, 2024

Renewals are at the sole discretion of the CTAC Board of Directors.

### D. Minimum Requirements to Bid

Organizations can apply for funding based on the following requirements:

- a. All proposed services must take place within Alachua County.
- b. Applicant must be currently qualified to conduct business in the State of Florida.
- c. Applicant must not be a charter school approved by any public-school system in the State of Florida.
- d. All applicants that are 501c3 organizations must be validated in the Community Foundation of North Central Florida’s Philanthropy Hub.

### E. Scope of Service

The scope of services describes the work to be performed by the contractor, and is contained in “Attachment A: Scope of Services and Deliverables” in the MODEL CONTRACT FOR SERVICES included in this RFP.

## F. Evaluation Criteria

Proposals will be reviewed against the criteria below:

<b>CRITERIA</b>	<b>Subjective (S) or Objective (O)</b>	<b>WEIGHT</b>
<b>Record of Past Experience</b>		<b>10</b>
<input type="checkbox"/> <i>Based on experience with similar projects</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on feedback from references</i>	<i>S</i>	<i>5</i>
<b>Risk</b>		<b>10</b>
<input type="checkbox"/> <i>Based on identification of risk to the CTAC</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on contractor's approach to reducing, mitigating, or eliminating risk</i>	<i>S</i>	<i>5</i>
<b>Financial Stability</b>		<b>10</b>
<input type="checkbox"/> <i>Based on an analysis of the contractor's most recent financial statements or similar evidence provided by the contractor</i>	<i>S</i>	<i>10</i>
<b>Project Plan</b>		<b>45</b>
<input type="checkbox"/> <i>Based on the contractor's plan to reach the target population</i>	<i>S</i>	<i>8</i>
<input type="checkbox"/> <i>Based on the contractor's participant selection and assessment process</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the contractor's work readiness training plan</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the contractor's site selection plan</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the contractor's ability to coordinate the hiring, onboarding, and payroll for the participants</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the contractor's description of service times (work hours) for youth</i>	<i>S</i>	<i>2</i>
<input type="checkbox"/> <i>Based on the contractor's proposed staffing, and deployment of qualified personnel to manage the program</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the contractor's outreach and communication strategies</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the contractor's ability to manage and collect the required data</i>	<i>S</i>	<i>5</i>
<b>Subcontracting</b> (if no subcontracting, the contractor will receive maximum points)		<b>5</b>
<input type="checkbox"/> <i>Based on risk associated with subcontracting outside the United States</i>	<i>S</i>	<i>2</i>
<input type="checkbox"/> <i>Based on subcontractor qualifications</i>	<i>S</i>	<i>2</i>
<input type="checkbox"/> <i>Based on over reliance on subcontracting</i>	<i>S</i>	<i>1</i>
<b>Price</b>		<b>20</b>
<input type="checkbox"/> <i>Based the per participant recruitment costs</i>	<i>O</i>	<i>10</i>
<input type="checkbox"/> <i>Based on the budget and budget narrative and the proposed costs alignment with the program scope and deliverables</i>	<i>S</i>	<i>5</i>
<input type="checkbox"/> <i>Based on the per participant hourly pay rate</i>	<i>O</i>	<i>5</i>
<b>TOTAL</b>		<b>100</b>

## G. Review and Selection Process

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

1. Request for Proposals (RFP) is released to prospective contractors.
2. To help ensure that all prospective contractors are treated consistently during the selection process, all questions regarding this RFP, as well as CTAC's responses to the questions will be posted on CTAC's website. A deadline for the receipt of written questions has been established. (See the cover sheet of this RFP for deadline date.) Persons or entities who intend to respond to such RFP by submission of a competitive proposal may wish to pose questions, objections, or requests for information, request clarification or for an interpretation regarding terms, provisions, or requirements of the RFP. In this event, prospective contractors shall not attempt to communicate in writing, electronically or orally with any CTAC official or employee other than the CTAC employee designated as the Project Manager. The Project Manager may be reached at the e-mail address on the RFP cover page. Prospective contractors shall not contact any other CTAC officials in an attempt to gather information regarding this RFP, or in an attempt to influence the CTAC's consideration of its proposal. All inappropriate communications with CTAC officials or employees will be forwarded to the CTAC Project Manager as well as the proposal evaluation team. Inappropriate communications by a prospective contractor may, at the discretion of the Project Manager, constitute grounds for disqualification of that prospective contractor's proposal. Alternatively, the evaluation team may, at its discretion, consider such inappropriate communications when evaluating and scoring proposals.
3. Proposals shall be submitted via email to the email address on the cover of this solicitation. Each original proposal shall be signed and dated by an official authorized to bind the Contractor. Unsigned original proposals may be rejected. Prospective contractors shall make no other distribution of their proposal to other CTAC officials or consultants. Each proposal page shall be numbered for ease of reference.
4. All proposals must be received by CTAC no later than the date and time specified on the cover sheet of this RFP. Late proposals will not be accepted and will not be reviewed.
5. The CTAC's proposal evaluation team expects to take the following actions to determine the merits of the proposals that are submitted:
  - a. Review the proposals to determine whether they are responsive to the RFP and that they were submitted by responsible companies. Definitions for the terms "responsible" and "responsive" are provided below:
  - b. **Responsible** contractors are those contractors that meet CTAC's standards with respect to a reasonable expectation that the contractor has the management, technical, financial, equipment, and human resources available to ensure adequate performance of the work described in the solicitation. To be considered responsible, contractors shall also be free of past instances of the material breach of a CTAC contract, free of a conviction (or convictions) for bribery, fraud, conflict of interest, violation of environmental laws, or for convictions for other crimes reflecting poorly on the contractor's integrity, for the last five (5) years. Contractors that fail to meet the minimum qualifications stated in the solicitation or that have, in the past three (3) years, been debarred or suspended or had a contract terminated for default by any government agency are also determined to be not responsible.
  - c. **Responsive** proposals are those proposals that satisfactorily address all requirements specified in the RFP. Because proposals, unlike bids, are subject to negotiation, certain omissions or variances may be resolved through negotiations to make the



proposal responsive. An example of an omission or variance that can be resolved is a proposed period of performance that does not result in completion of the work within the required timeframe. If negotiation with the contractor results in an adjustment to the period of performance matching the required timeframe, the proposal then may be deemed to be responsive.

- d. Should it be determined that changes are required to the solicitation provisions or any other changes need to be made that might affect the proposed prices of other features of the proposals, all responsible companies, or all the responsible companies in the competitive range, may be requested to submit a best and final offer (BAFO). In this event, the CTAC shall evaluate the BAFOs in lieu of the original proposals.
6. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using the evaluation criteria, reviewers assess the soundness and completeness of each proposal as well as the vendor’s capacity to effectively deliver what is proposed. Subjectively rated criteria will be scored on a scale of 70-100 according to the scoring scheme below:

SCORING RANGE	SCORING DESCRIPTION
90-100	Meets or significantly exceeds all of CTAC’s requirements
80-89	Meets all and exceeds several of CTAC’s requirements
70-79	Meets minimum CTAC requirements
60-69	Does not meet CTAC requirements

- a. Scores for subjectively rated criterion will be weighted by the formula below:  
*Criterion Weight x (Actual Rating/Highest Subjective Rating) = Weighted Score*
  - b. Scores for objectively rated criterion (such as Contract Price) will be scored by the values proposed by each contractor. The CTAC, however, reserves the right to adjust the proposed values for reasonableness or to calculate the life cycle costs in instances where it can be determined that a solution proposed by the contractor may result in additional costs for the CTAC to implement. Proposed (or adjusted) values will be weighted according to the formula below:  
*Criterion with low values favorable to CTAC, e.g. proposed price or life cycle costs: (Highest Proposed Value – (Proposed Value – Lowest Proposed Value)) / (Highest Proposed Value/Criterion Weight) = Weighted Score*
  - c. The weighted scores for each criterion will be added to determine a Total Weighted Score (TWS) assigned to each proposal.
7. **Discussion.** Following each reviewer’s individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
8. **Interview/site visit.** At the CTAC’s discretion, publicly noticed interviews and/or site visits may be conducted at either the vendor’s site or the CTAC’s offices. CTAC may limit the number of interviews based on the scoring of the written responses as described above in #6. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations. Interviews/Site Visits will be scored on a 60-100 scale exactly as described above for subjective criteria. When CTAC elects to conduct interviews/site visits, the scores for the interviews/site visits and the written proposals will be weighted as follows:

FEATURE	WEIGHT
Interview/Site Visit (ISV)	50
Total Weighted Score (TWS)	50
<b>COMBINED WEIGHTED TOTAL</b>	<b>100</b>

The grand total score will be calculated as follows:

$$(Interview/Site\ Visit \times .5) + (Total\ Weighted\ Score \times .5) = Grand\ Total\ Score$$

9. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of the CTAC develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with the CTAC’s priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program costs for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the CTAC Board.
10. **Board review and award.** Executive Director recommendations are reviewed and considered by the CTAC Board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. CTAC Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the CTAC Board’s approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget, or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the CTAC Board’s approved award amount or the approved contracting period require further Board approval.
11. **Protests.** Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.
  - a. **Posting.** The Trust shall publicly post the award on the TRUST’s website within three (3) full business days after the Board’s award decision has been made. All bidders or proposers will be sent an e-mail with the notice of award to the e-mail address provided in the bid or proposal.
  - b. **Requirements to Protest.**
    - i. A formal written protest must be filed no later than 5:00 PM EST, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
    - ii. A formal written protest is considered filed when the Executive Director receives it and it is date-stamped by the CTAC. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective Applicant.
  - b. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Proposers are prohibited from attempts to influence, persuade, or

promote a protest through any other channels or means.

- c. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM EST on the fifth business day after the filing of the protest.
- d. **Review of Executive Director's Decision.**
  - i. The protesting party may request a review of the Executive Director's decision by the CTAC Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM EST on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the Applicant deems relevant to the issues raised in the request for review.
  - ii. The CTAC Board will consider the request for review at the next regularly scheduled CTAC Board meeting after the request is received. It is within the CTAC Board's discretion whether to allow testimony or argument from the protesting party at the CTAC Board meeting. If it is determined by majority vote of CTAC Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Trust or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three (3) business days after the Board meeting.
  - iii. If it is determined by majority vote of CTAC Board members present at the meeting that the award should be upheld, the CTAC Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three (3) business days of the CTAC Board meeting. The decision shall be final and conclusive.
- e. **Stay of Procurement during Protests.** The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.

12. The CTAC reserves the right to:

- Reject any or all submittals
- Request clarification of any submitted information
- Waive any informalities or irregularities in any response
- Not enter into any contract
- Not select any firm
- Cancel this process at any time
- Amend this process at any time
- Interview firms prior to award
- Enter into negotiations with one or more firms, or request a best and final offer (BAFO)
- Award more than one contract if it is in the best interests of the CTAC
- Issue similar solicitations in the future
- Request additional information from prospective contractors

## SECTION 3: SUBMISSION INSTRUCTIONS

### A. Submission Checklist

The response to this RFP shall consist of:

- A **Cover Letter** limited to a maximum of ONE (1), including an **Executive Summary of the proposal**. The executive portion summary shall be no more than 100 words and will be used in all reports and promotional materials of the Trust. *The cover letter shall indicate whether the contractor had any contract terminated for default in the past five (5) years. If no such termination for default has been experienced by the prospective contractor in the past five (5) years, this fact shall be stated in the cover letter.*
- A completed **FORM 1 - Prospective Contractor Certification** (included in this solicitation).
- A completed **FORM 2 Budget** (included in this solicitation)
- A completed **FORM 2 A Budget Narrative** (included in this solicitation)
- A **Response**, divided into **six (6) sections** in the same sequence, and with the same titles, shown below. Proposals shall be prepared on 8 ½ x 11” paper, however, larger foldouts are acceptable for milestone charts and similar documentation. The font size shall be 11 point or larger. The sections shall be divided as follows:

Section	Title	Page Limit
1.	Record of Past Experience	10
2.	Risk	5
3.	Financial Stability	10 + Financial documents
4.	Project Plan	20 + Resumes, MOUs and Agreements
5.	Subcontracting	5
6.	Price	10 on Form 2 & Form 2A

1. RECORD OF PAST EXPERIENCE. This section shall be limited to a **maximum of ten (10) pages**, and shall include:
  - Provide a concise description of the Contractor, including history, years of operation, general service mission, and primary services provided. Include a copy of the organizational chart and indicate where the proposed program would report. Clearly note the position responsible for the direct supervision of the program staff members. If the program includes partnerships with other agencies to provide one or more services, describe the roles of each partner and the areas of expertise that they contribute to the proposed program.
  - Provide background information on similar projects the organization has provided.
  - A list of references (including contact person, organization, e-mail and regular mail address and telephone numbers) for each of the above similar projects shall be included.

If the prospective contractor’s past performance requires a response to items (a) through (d) below, such responses shall be on a separate sheet of paper and shall be excluded from the maximum number of pages indicated above:

- a. If the prospective contractor or any prospective subcontractor contracted with the

CTAC during the past twenty-four (24) months, indicate the contract price, the contract number and project description, or other information available to identify the contract.

- b. If the prospective contractor or prospective subcontractor has a staff member who was an employee of the CTAC during the past twenty-four (24) months, or is currently a CTAC employee, identify that individual by name, the job title or position held, and the separation date from the agency
  - c. If the prospective contractor has had a contract terminated for default in the past five (5) years, describe each such incident. Termination for default is defined as a notice to stop performance due to the prospective contractor's nonperformance or poor performance and the issue of performance was either:
    - i. Not litigated due to inaction on the part of the prospective contractor, or
    - ii. Litigated and such litigation determined that the prospective contractor was in default.
  - d. Submit full details of the terms for default including the other party's name, address, and telephone number. CTAC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the prospective contractor's past experience. If no such termination for default has been experienced by the prospective contractor in the past five (5) years, state so in the cover letter.
2. RISK. This section shall be limited to a *maximum of five (5) pages* and must identify all risks to CTAC that must be addressed should the CTAC enter into a contract in furtherance of this project. The prospective contractors shall also identify measures that will be taken by the contractor or should be taken by the CTAC to mitigate risks. The contractor must give assurances that the required insurance requirements are understood and can be met by the contractor.
3. FINANCIAL STABILITY. This section shall be limited to a *maximum of ten (10) pages* and shall include the contractor's most recent audited financial statements or other similar evidence of financial stability. Forms submitted in conjunction with this section will not count against the page requirement.
- a. Evidence of financial stability may include:
    - i. Most recent audited financial statement
    - ii. Most recent IRS Form 990
    - iii. Financial statements prepared by an accountant
  - b. Contractor shall describe how they will manage cash flow with a cost reimbursement contract.
  - c. If the Contractor intends to draw on a line of credit to execute this Contract, the Contractor shall describe the dollar amount of the line of credit and how the line of credit will be used.
4. PROJECT PLAN. This section shall be limited to a *maximum of twenty (20) pages* (not including resumes, MOUs, or other letters of support or agreements) and shall include a thorough description of the prospective contractor's approach to accomplishing the tasks outlined in **Attachment A: Scope of Services**. This section of the proposal shall be organized by topic as seen below. This section shall include the proposed staffing, resumes for key staff members, and organizational personnel to be assigned to the project. The prospective contractor shall address each task described in the scope of services
- A. Target Population
  - B. Participant Selection and Assessment
  - C. Work-Readiness Training
  - D. Site Recruitment and Selection

- E. Hiring, Onboarding, and Payroll
- F. Service Times
- G. Staffing
- H. Outreach and Communication
- I. Data Collection Requirements

Any resumes, memorandums of understanding (MOUs), and agreements in connection with the scope of services may be included with the proposal and not count against the page limit.

5. SUBCONTRACTING. This section shall be limited to a maximum of five (5) pages and shall include a description of the work (including a percentage of the total contract effort) performed by company employees, subcontracted resources, as well as any work performed outside the United States by company employees or subcontractors. The proposal shall also include the percentage of work to be performed by specific subcontractors, evaluation of subcontractor qualifications, and identification of the geographical area where all work will be performed. If there will be no subcontracting, write “N/A” in this section of the proposal.
6. PRICE. The budget and budget narrative shall be limited to a maximum of ten (10) pages. The Budget shall be submitted on Form 2 and Budget Narrative shall be submitted on Form 2A.

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

1. EXCEPTIONS: The CTAC intends to award a contract substantially in the form of and including the provisions of the attached MODEL CONTRACT FOR SERVICES. Contractors that take exception to the terms and conditions do so at the risk that their proposal may be declared to be non-responsive and not considered for contract award. By signing the PROSPECTIVE CONTRACTOR CERTIFICATION included in this RFP, the representative of the prospective contractor certifies that no exceptions are taken to the form of the Model Contract for Services or to the provisions therein, unless such exceptions are fully disclosed in a document attached to the PROSPECTIVE CONTRACTOR CERTIFICATION.
2. ORAL EXPLANATIONS: The CTAC shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
3. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
4. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. Proposals that do not conform to the page limitations or format prescribed in this RFP may be rejected by the CTAC as non-responsive. It is desirable that all responses meet the following requirements:
  - *Electronic copies only*
5. COST FOR PROPOSAL PREPARATION: Any costs incurred by prospective contractors in preparing or submitting proposals as well as costs associated with any resultant presentations or negotiations are the prospective contractors’ sole responsibility; the CTAC will not reimburse any prospective contractor for any costs incurred prior to contract award.
6. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the longer validity period is requested to allow for unforeseen delays.
7. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the prospective contractors shall become the property of

- CTAC when received.
8. **PROSPECTIVE CONTRACTOR’S REPRESENTATIVE:** Each prospective contractor shall submit with their proposal the name, mailing address, e-mail address and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.
  9. **SUBCONTRACTING:** Prospective contractors may propose to subcontract portions, but not all, of the work performed. However, prospective contractors shall clearly indicate in their proposals all the work they plan to subcontract and to whom it will be subcontracted. Prospective contractors shall also provide identifying information for each proposed subcontractor similar to the identifying information provided for the contractor submitting the proposal.
  10. **TRADE SECRET INFORMATION:** Trade secrets or similar proprietary data which the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows: Each page shall be identified by the prospective contractor in boldface text at the top and bottom as “TRADE SECRET”. Any section of the proposal which is to remain confidential shall also be so marked in boldface text on the title page of that section. Price information may not be deemed proprietary. In spite of what is labeled as confidential, proprietary or trade secret, the determination as to whether or not certain material is confidential, proprietary or a trade secret shall be determined by law. If a prospective contractor designates any information in their proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.
  11. **ACCOMMODATIONS:** Reasonable accommodations will be provided by the CTAC for prospective contractor personnel who need assistance due to a physical disability. However, the CTAC must have reasonable advance written notice prior to the pre-proposal conference (if any) or any other visit to the CTAC’s facilities. The prospective contractor shall contact Ashley Morgan-Daniel at [amd@childrenstrustofalachuacounty.us](mailto:amd@childrenstrustofalachuacounty.us) no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodations.

## FORM 1 - Prospective Contractor Certification

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

1. The contractor representative who signs below certifies that they have carefully read and understand the provisions of the solicitation and associated documents attached thereto, and hereby submits the attached proposal to perform the work specified therein, all in accordance with the true intent and meaning thereof.
2. The contractor representative further understands and agrees that by signing this certification all of the following information in the certification is true and accurate to the best of their knowledge. If this certification cannot be made unequivocally, a written description of all instances wherein the prospective contractor cannot unequivocally make this certification is provided with this proposal.
3. Prospective Contractor is:
  - Sole Proprietor
  - Partnership
  - Corporation\* if yes, what state? \_\_\_\_\_
  - Joint Venture
  - Other (Specify)
4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
6. The company identified below is the prime contractor.
7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
9. Unless otherwise required by law, the prices proposed have not been knowingly disclosed by the prospective contractor on a prior basis directly or indirectly to any other organization or to any competitor.
10. No attempt has been made, or will be made, by the prospective contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
11. The price and availability of all equipment, materials, and supplies associated with performing the services described, including associated indirect costs and profit, herein have been determined and included in the proposed price. All labor costs, direct and indirect, and profit have been determined and included in the proposed price. The incremental costs expected to be incurred by the CTAC, should it enter into this contract, have also been estimated to the best ability of the prospective contractor. It is understood that the life cycle cost includes the total of the contract price plus the estimated costs to be incurred by the CTAC should it enter into this contract.
12. The prospective contractor can and shall provide the specified performance bond or alternate performance guarantee (if applicable) at no added cost to the CTAC.
13. In submitting its proposal, the prospective contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or contracting CTAC, government or private, until after the award of the contract. Prospective contractors not in



compliance with this provision may be disqualified, at the option of the CTAC, from contract award. Only discussions authorized in advance and in writing by the contracting CTAC are exempt from this provision.

14. The prospective contractor hereby certifies that it and all of its affiliates collect appropriate taxes and remits them as provided by law.
15. The prospective contractor certifies that all insurance policies required by this contract shall remain in full force and effect during the entire term of this contract. All insurance policies and any extensions or renewals thereof, shall not be cancelled or amended except with the advance written approval of the CTAC. The Contractor agrees to submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the CTAC upon execution of this contract. The insurance certificates shall be subject to approval by the CTAC. The insurance certificates shall include a statement in the certificate that no cancellation of the insurance shall be made without at least thirty calendar days' prior written notice to the CTAC. Approval of the insurance certificates by the CTAC shall not relieve the contractor of any obligation under this contract.
16. The prospective contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. (If exceptions are taken, attach a written description of each exception to this certification.) Exceptions are/are not (delete "are" or "are not") attached to this certification.
17. The prospective contractor warrants, represents, and certifies that no elected or appointed official or employee of the CTAC has, or will, personally or indirectly benefit financially or materially from this contract.
18. In the event any part of this Agreement or work is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to cooperate with the CTAC in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the work and as specifically required by the federal or state granting agency, and receiving no payment until all required forms are completed and submitted.
19. Any contract and/or award arising from this RFP may be terminated for default by the CTAC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees, or their close relatives or friends, from the prospective contractor, the prospective contractor's agent(s), representative(s), or employee(s). Any contract and/or award arising from the RFP may also be terminated for default if it is determined that the contract and/or award was obtained by fraud, collusion, conspiracy, or other unlawful means, or if the contract and/or award conflicts with any statutory or Constitutional provision of the State of Florida or of the United States.
20. Prohibition Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than an employee working solely for the Contractor to solicit and secure this Agreement and that it has not paid or agreed to pay any person, entity, company, or firm any fee, commission, gift, or other consideration contingent upon or resulting from award or making of this Agreement.
21. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, that if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the subject services for a Not-to-Exceed Contract Price of \$\_\_\_\_\_.

The following addenda have been received, and considered in the preparation of this proposal:

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

Prospective Contractor Name: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

City, State, & Zip + 4: \_\_\_\_\_

Payment Address (if different): \_\_\_\_\_

Payment City, State, & Zip + 4: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

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

**FORM 2 – Budget and Narrative**

**SECTION 4: MODEL CONTRACT FOR SERVICES**  
**NO. \_\_\_\_\_**  
**BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND**

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

**WITNESSETH:**

**WHEREAS**, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., *et. seq.* Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and,

**WHEREAS**, the CTAC issued an RFP for \_\_\_\_\_.; and,

**WHEREAS**, CTAC is desirous of entering into an Agreement with \_\_\_\_\_ for \_\_\_\_\_;

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

**Section 1. Term:**

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

**Section 2. Scope of Services:**

A. The Services will be performed by Contractor as specified in **Attachment A: Scope of Services**. Contractor’s performance will be measured in accordance with **Attachment E** and as otherwise provided herein.

**Section 3. Maximum Indebtedness:**

A. The maximum indebtedness under this agreement is ( \_\_\_\_\_ ) ( \$ \_\_\_\_\_ )  
for ( ) contract year .

**Section 4. Billing and Compensation:**

A. Compensation. CONTRACTOR will be paid by the CTAC for the Services as specified on the Budget attached as ATTACHMENT B and the Budget Narrative attached as ATTACHMENT B-1.

B. Submission of the Contractor’s invoice for final payment shall further constitute the Contractor’s representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Services, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via e-mail to [invoice@childrenstrustofalachuacounty.us](mailto:invoice@childrenstrustofalachuacounty.us), or to the CTAC at the following address.

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

C. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.

D. Payments for all sums are contingent upon meeting the deliverables described in Attachment 2: Scope of Services and Deliverables and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement “This request for payment is subject to § 837.06, Fla. Stat.”. Invoices for payment shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

E. The Contractor shall submit invoices by the 15<sup>th</sup> of every month and its final invoice for the contract period by October 15, 2022 of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous contract period if submitted after October 15, 2022.

F. Invoice payments shall be sent to:

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

A. The Contractor agrees to:

1) Maintain financial records and reports relating to this agreement.

2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC.

B. Reports shall be submitted as described in **Attachment D**. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports via email to [dcarruthers@childrenstrustofalachuacounty.us](mailto:dcarruthers@childrenstrustofalachuacounty.us) or to the CTAC at the following address:

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

C. Contractors for whom the Trust is requiring individual-level data collection will include a programmatic consent process, with language approved by the CTAC, which acknowledges CTAC as the funder. The consent process will note data on service provision, individuals receiving services, and measures of effectiveness will be disclosed to CTAC to ensure the program’s accountability and effectiveness.

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

**Section 6. Default and Termination:**

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

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

B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC Project Manager is authorized to provide written notice of Termination for Convenience on behalf of the CTAC. Upon such notice, the Contractor will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the CTAC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

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

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

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

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

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

regulations makes changes in this Agreement necessary.

**Section 9. Notices:**

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

CTAC: Chair, Children’s Trust of Alachua County  
c/o Children’s Trust Custodian of Public Records  
P.O. Box 5669  
Gainesville, FL 32627

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 10. Assignment of Interest:**

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

**Section 11. Independent Contractor:**

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

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

D. Policies and decisions of the Contractor, which may be represented by the Contractor



in performance of this Agreement, shall not be construed to be the policies or decisions of the CTAC.

**Section 12. Indemnification:**

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

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

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

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

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

**Section 13. Insurance:**

A. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment 1**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment 1A**.

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

**Section 14. Laws & Regulations:**

A. The Contractor will comply with all laws, ordinances, regulations, and building code

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

**Section 15. E-Verify:**

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

**Section 16. Non-Waiver:**

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

**Section 17. Severability:**

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

**Section 18. Entire Agreement:**

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

**Section 19. Collusion:**

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

fraud.

**Section 20. Conflict of Interest:**

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

**Section 21. Third Party Beneficiaries:**

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

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

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

**Section 23. Construction:**

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

**Section 24. Project Records:**

**A. General Provisions:**

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

2) In accordance with § 119.0701, Fla. Stat., the Contractor, *when acting on behalf of the CTAC*, as provided under § 119.012(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Records Schedule established by the Department of State. Upon request from the CTAC's Custodian of Public Records, provide the CTAC with a copy

of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under § 119, Fla. Stat., or as otherwise provided by law. Additionally, they shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

**B. Confidential Information:**

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

2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

**C. Project Completion:**

1) Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the CTAC* as provided under § 119.011(2), Fla. Stat., shall transfer, at no cost, to the CTAC all public records in possession of the Contractor or keep and maintain public

records required by the CTAC to perform the service. If the Contractor transfers all public records to the CTAC upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the CTAC, upon request from the CTAC's Custodian of Public Records, in a format that is compatible with the information technology systems of the CTAC.

**D. Compliance:**

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

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

E-MAIL: [publicrecordrequests@childrenstrustofalachuacounty.us](mailto:publicrecordrequests@childrenstrustofalachuacounty.us)

PHONE: (352) 374-1830

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

**Section 25. Communications:**

A. The Contractor shall maintain a working e-mail address and shall respond to e-mail communications from the CTAC Project Manager within twenty-four (24) business hours from the time the e-mail was received electronically. The Contractor agrees to notify the CTAC Project Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within twenty-four (24) hours of the change. The Contractor agrees to add the e-mail and postal mailing addresses of the CTAC Project Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

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

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

**Section 27. Non-Discrimination:**

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

**Section 28. Force Majeure:**

A. Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

**Section 29. Award Acknowledgement of Support:**

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

**Section 30. Electronic Signatures:**

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

**Section 31. Counterparts:**

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

**Section 32.        Contract Documents:**

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

- A.     This document, as modified by any subsequent signed amendments
- B.     Any amendments to the RFP
- C.     The RFP as originally issued
- D.     Any Purchase Order under the Contract
- E.     The Response, provided that any terms in the Response that are prohibited under the

RFP shall not be included in this Contract.

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

**CHILDREN’S TRUST OF ALACHUA COUNTY**

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

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for the Trust

**CONTRACTOR**

ATTEST (By Corporate Officer)

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

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

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

**FISCAL YEAR                      AMOUNT                      ACCOUNT NO.**



## **Attachment A: Scope of Work**

### **Background**

In July 2021, the unemployment rate among young people (ages 16 to 24) stood at ten percent (Bureau of Labor Statistics, 2021). Unemployment is defined by those actively seeking, but unable to find work. While there are obvious financial hardships associated with unemployment, the negative psychological impact of unemployment has also been well-documented (Belle & Bullock), and may be particularly profound for youth who are developing their identity, sense of worth, and fit in society. Without legitimate opportunities to contribute, teens may be more likely to pursue illegitimate options. In fact, multiple randomized experimental studies confirm that summer youth employment programs reduce criminal justice involvement for youth who participate compared to those who did not (Heller, 2021).

Rates of violent crime in Alachua County nearly double those in the state of Florida (662 versus 381 per 100,000) (Florida Department of Health, 2020). Further, youth arrest rates in Alachua County outpace the state of Florida (18.1 versus 13.1 youth arrested per 1,000). Relative to the unemployment among all individuals (5.4%), unemployment among young people is nearly twice as high (10.0%).

Obtaining one's first job is a significant milestone to adulthood, but many youth face challenges in obtaining jobs.

Youth employment programs offer a means for possibly addressing an important social and equity issue in Alachua County. As it is noteworthy, youth arrests disproportionately involve Black youth (79% of youth arrested) (Florida Department of Juvenile Justice, 2020)<sup>1</sup>. Unemployment rates disaggregated by race demonstrate disparities, with rates of unemployment highest in Black youth at 13.6%, followed by Asian (12.3%), Hispanic or Latino (11.7%), and lowest in Whites (8.9%).

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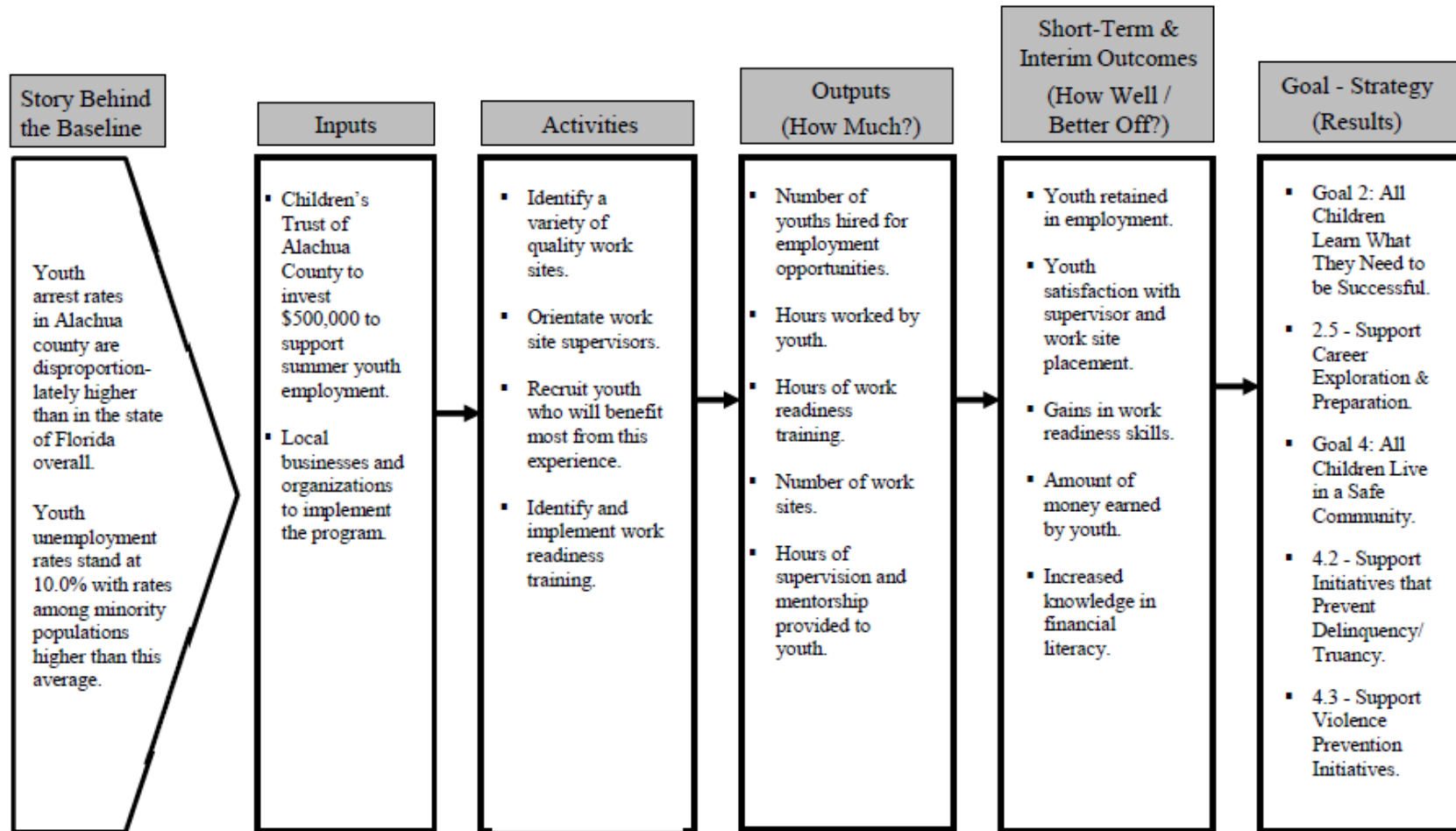
<sup>1</sup> Of all youth (ages 10-17) arrested in Alachua County (FY2019-2020): 79% Black, 18% White, 2% Hispanic, and <1% Other. The youth (ages 10-17) population in Alachua County: 51% White, 29% Black, 12% Hispanic, and 7% Other.

Benefits of summer youth employment programs have been well-documented. Youth employment programs expose youth to meaningful employment experiences and supportive adult relationships. Programs document increases in self-esteem and confidence, skill and knowledge development, high school graduation rates, reducing criminal behavior, and teen pregnancies among participants (Heller, 2021; Sachdev, 2011).

Beyond the youth themselves, these programs benefit the employers and society. Employers who have hosted youth employment programs indicate it helped them to increase productivity and train future workers (Sachdev, 2011). Developing skills and talent in our workforce is essential to continue the needed services and infrastructure of our society.

Below presents the logic model visually depicting the pathway beginning with current situation which we are seeking to change alongside resource inputs, activities, outputs, and short-, interim-, and long-term outcomes in support to the goal of promoting a safe community and youth learning what they need to be successful.

## Logic Model: Teens Work Alachua



Note: The definition of unemployment is those who are seeking but unable to find work.

## **References:**

- Belle, D. and Bullock, H. (N.D.) The Psychological Consequences of Unemployment. Society for the Psychological Study of Social Issues. Accessed from:  
<https://www.spssi.org/index.cfm?fuseaction=page.viewpage&pageid=1457>
- Florida Department of Juvenile Justice. (2020). Delinquency Profile Dashboard. Access from:  
<https://www.djj.state.fl.us/research/reports-and-data/interactive-data-reports/delinquency-profile/delinquency-profile-dashboard>
- Florida Department of Health, Division of Public Health Statistics & Performance Management. (2020). Violent Crime. Data Source: Florida Department of Law Enforcement. Accessed from:  
<https://www.flhealthcharts.com/ChartsReports/rdPage.aspx?rdReport=NonVitalIndNoGrp.Dataviewer&cid=9914>
- Harvard Graduate School of Education. (2011). Pathways to prosperity: Meeting the challenge of preparing young Americans for the 21st century. Boston, MA. <http://nrs.harvard.edu/urn-3:HUL.InstRepos:4740480>
- Heller, Sara. (2021). When Scale and Replication Work: Learning from Summer Youth Employment Experiments. National Bureau of Economic Research.
- U.S. Bureau of Labor Statistics. (2021, August 18). Employment and Unemployment Among Youth Summary. Accessed from: <https://www.bls.gov/news.release/youth.nr0.htm>
- U.S. Bureau of Labor Statistics. (2021, November 10). Labor Force Statistics from the Current Population Survey. Accessed from: <https://data.bls.gov/cgi-bin/surveymost>
- Sachdev, N. (2011). Summer Youth Employment Program Evaluation Report. Department of Employment Services Government of the District of Columbia.

## **A. Target Population**

1. Eligible participants are youth in Alachua County 14-18 years or younger who are enrolled in an Alachua County high school, general education development (GED) program, or high school equivalency program. Participants will be recruited directly by the Contractor and selected in a competitive process designed by the Contractor. Youth must meet the age eligibility requirements on the start date of the program and throughout the period the youth is participating in the program. Preference should be given bids minus the Summer.
2. Contractor(s) are expected to recruit participants throughout the County and will be expected to demonstrate how youth in both the urban center and rural areas will be served by the program.

## **B. Participant Selection and Assessment**

1. Contractor is responsible for the recruitment and assessment of program participants. Contractor should propose the number of participants to be recruited. Contractors shall assess participants' career interests, past work experiences, developmental needs, and future goals, which would inform summer work-based experiences.
2. Contractor shall use an assessment to identify areas where participants may need additional services or support and help identify next steps for youth participants after the program has ended.
3. At the end of the program, participants will be given information and resources for next steps. For youth who complete high school and are not continuing to post-secondary education or training or youth aging out of the program, Contractor shall refer them to other workforce development resources.

## **C. Work-Readiness Training**

1. Contractor must develop paid pre-employment workshops and work-readiness trainings.
2. Trainings should take place before participants begin job interviews. At the end of the work-readiness training, each participant must have a professional resume, which will be referred to hiring employers and be prepared to interview for available positions.
3. Contractors are encouraged to propose soft skills trainings that include instruction for youth to learn how to self-regulate their emotions, communicate effectively, and foster positive relationships with peers, supervisors, family, and other community members.
4. Contractors should address the following topics with youth: getting the job (resume writing, interviewing skills, mock interviews), workplace culture (communication, conflict resolution and team building, etiquette and attire), financial literacy

(opening bank accounts, budgeting, handling credit and debt, investment and savings), and career and higher education exploration (interest assessment, career pathways, college choice, college applications and financial aid). Contractor shall cover the topics in the curriculum but may adapt the content to the specific needs and interests of the population served.

#### **D. Site Recruitment and Selection**

1. Contractor is responsible for recruiting worksites. Contractor should propose the number of workshops to be recruited. The Contractor shall develop a worksite application process and a worksite agreement. Proposed worksites shall be reviewed and approved by the CTAC.
2. Contractor must provide an orientation for worksite supervisors or staff to work with participants. Contractor must vet sites for appropriateness and professionalism of the job opportunity and safety issues. CTAC reserves the right to monitor placements.
3. In all cases, participants shall be considered employees of the temporary staffing company decided by the CTAC, and Contractor must work with the designated agency and comply with all applicable employment laws and regulations, including, but not limited to laws governing the hours that minors may work. See the State Florida Department of Labor, Standards for Hours of Work for Minors at: [http://www.myfloridalicense.com/dbpr/reg/childlabor/documents/ChildLaborBrochureEnglish\\_000.pdf](http://www.myfloridalicense.com/dbpr/reg/childlabor/documents/ChildLaborBrochureEnglish_000.pdf)
4. Contractor shall be responsible for ensuring worksites comply with all applicable employment laws and regulations. Contractor shall provide a worksite monitoring process to ensure adequate training sessions are provided by the supervisor and/or coach.

#### **E. Hiring, Onboarding, and Payroll**

1. Contractor shall coordinate the application and interview process between the worksite and the youth.
2. Youth shall be paid at least a minimum wage of \$10.00/hour. Contractors may propose a higher wage, but must describe the reasons the higher wage is necessary and how a higher wage will benefit the program.
3. Final hiring and placement decisions will be at the worksite's discretion.
4. Contractor shall ensure that the participant is properly onboarded as a temporary staffing company summer intern in the staffing company's payroll system and receiving timely and accurate payments for hours worked.

#### **F. Service Times**

1. Summer work-based experiences shall include up to 25 hours of paid work per week at the minimum wage or higher for six to eight continuous weeks in June and July.
2. Program hours and respective services may take place any day of the week, including weekends. Contractor shall choose a schedule that accommodates the needs of participants and the worksite. This flexibility enables Contractors to enroll participants who must attend summer school.

**G. Staffing:**

1. The Contractor shall employ the minimum staffing below with the minimum qualifications in order to support the program.
  - a. **Program Director (full-time or part-time):** Must have a bachelor's degree or higher, and one year of previous related experience, including experience supervising or managing youth employment programs.
  - b. **Job Coaches (full-time or part-time):** Must have some college or higher, and some prior related work experience which may include, but need not limited to, developing worksites, providing career coaching and counseling, and working in the field of youth workforce development, or other similar experience. Job coaches shall be responsible for managing the matching process which entails working closely with both the program and job development teams to evaluate participant interests, needs, areas of study, experience and qualification and available opportunities with partnering employers. Job coaches must be willing to travel to worksites.
2. The Contractor may propose other positions to support the program, and must be explain the necessity of these positions in their response. Contractor must propose a ratio for job coaches to participate that meet the needs of the worksites. Contractor must state the ratio and explain how the ratio will be efficient.
3. **Background Screening.** Contact **Florida Department of Children and Families (DCF)** for information regarding Background Screening at 1-888-352-2842, [www.dcfbackgroundscreening.com](http://www.dcfbackgroundscreening.com). Contractor must screen all staff working in the esrequirements in accordance with Sections 943.0542, 984.02, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable. The Contractor must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment.

**H. Outreach and Communication**

1. Contractor is responsible for developing the marketing plan and promoting TeensWork Alachua throughout the County to youth, parents, and potential worksite employers.

**I. Data Collection Requirements**

1. All contractors funded will be required to collect the following data:
  - Youth application inclusive of demographics
  - Youth and parental consent and image releases
  - Youth attendance

- Youth and Supervisor satisfaction surveys
- Contractors will be expected to attend all Contractor trainings to go overall data collection requirements and tools. Additionally, data is expected to be entered on a weekly basis throughout the summer.

**Personal identifying information will only be used by CTAC to ensure summer interns are properly paid by the staffing agency and will not be used or stored by CTAC for any other purposes.**



## **Attachment B: Program Budget**

## Attachment B-1: Program Budget Narrative

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

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

**I. COMMERCIAL GENERAL LIABILITY.**

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

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

A. Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

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

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

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

**IV. OTHER INSURANCE PROVISIONS.**

A. All Coverages

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

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

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

**Attachment C1: Insurance Requirement Certificate of Insurance**

### Attachment D: Deliverables and Data and Reporting

<b>Data to be collected and submitted to the Children’s Trust</b>			
<b>Deliverable</b>	<b>Activity</b>	<b>Data Element</b>	<b>Data Source</b>
<b>1. Job site</b>	Contractor will provide finalized data on all job sites inclusive of: Name of Work Site, Description of Work Performed, Address, Site Supervisor, Phone, Email, Website, and Teens Contracted.  <b>Due: May 1, 2022</b>	Completed and finalized job site template.	Template provided by CTAC.
<b>2. Youth application</b>	Youth will complete an online application for the summer youth employment program, Teens Work Alachua.  <b>Due: June 15, 2022</b>	Access to export data input.	Web-based application
<b>3. Youth activities &amp; attendance</b>	Contractor will provide data on time worked and attendance at work readiness trainings and on the work site. Data should distinguish hours of training, working, and receiving supervision.  <b>Due: August 15, 2022</b>	Data collection tool approved by CTAC.	TBD
<b>4. Training assessments</b>	Contractor will provide data on pre-post assessments of knowledge gains from work readiness training, and specifically address gains in financial literacy.  <b>Due: August 15, 2022</b>	Data collection tool approved by CTAC.	TBD
<b>5. Youth satisfaction</b>	Contractor will encourage, incentivize, and provide access to a youth satisfaction survey at the end of the program.  <b>Due: August 15, 2022</b>	Survey of program participants.	TBD (an online survey platform)
<b>6. Site Monitoring</b>	Contractor will provide data on work site quality inclusive of: hours of supervision and training provided to the supervisors, number of teens supervised by each supervisor and hours of supervision received by youth.  <b>Due: August 15, 2022</b>	Data collection tool approved by CTAC.	TBD

<b>7. Supervisor satisfaction</b>	Contractor will encourage, incentivize, and provide access to a supervisor satisfaction survey at the end of the program.  <b>Due: August 15, 2022</b>	Survey of program supervisors.	TBD (an online survey platform)
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**Data Specifications**

Participant Demographics	
Data Requirement	Data Collection Tool
<u>Participant Demographics:</u> Contractors are expected to collect and report teens <ul style="list-style-type: none"> <li>• First Name</li> <li>• Last Name</li> <li>• Home address (street, city, state, ZIP)</li> <li>• Phone Number</li> <li>• Email</li> <li>• Date of Birth</li> <li>• School Name</li> <li>• Grade</li> <li>• Parent Name and Contact Information</li> <li>• Primary Language of Parent</li> <li>• Household Income</li> <li>• Household Size</li> <li>• Race</li> <li>• Ethnicity</li> <li>• Gender</li> <li>• Work History</li> </ul>	CTAC approved youth application tool and process.

*Personal identifying information will only be used by CTAC to ensure summer interns are properly paid by the staffing agency and will not be used or stored by CTAC for any other purposes.*

Participant Attendance	
Data Requirement	Data Collection Tool
<u>Youth Activities and Attendance:</u> Contractors are expected to collect and report data on each teen’s time worked and attendance both at work readiness trainings and on the work site. Data should distinguish hours of training, working, and receiving supervision.	CTAC approved data collection tool and process.

Program Quality Measures	
Data Requirement	Data Collection Tool
<u>Youth Satisfaction Survey:</u> Contractor will encourage, incentivize, and provide access to a youth satisfaction survey at the end of the program.	CTAC approved data collection tool and process.
<u>Supervisor Satisfaction Survey:</u> Contractor will encourage, incentivize, and provide access to a supervisor satisfaction survey at the end of the program.	CTAC approved data collection tool and process.
<u>Training assessments:</u> Contractor will provide data on pre-post assessments of knowledge gains from work readiness training, and specifically address gains in financial literacy.	CTAC approved data collection tool and process.
<u>Site Monitoring:</u> Contractor will provide data on job site quality inclusive of: hours of supervision and training provided to the supervisors, number of teens supervised by each supervisor and hours of supervision received by youth.	CTAC approved data collection tool and process.
<u>Participant Records:</u> Contractor shall maintain a file for each teen enrolled including an application, youth and parental consent, and image release forms, attendance records / timesheet, and supervision/coaching records.	Site Records
<u>Personnel Records:</u> Contractors shall maintain a personnel file for each staff involved in the program, including in-kind staff and volunteers. Each file should contain, at a minimum, Background screening results, proof of required trainings, and any required certifications or licensures.	<u>Staff Qualifications:</u> Contractors are expected to hire and retain staff and subcontractors with the necessary qualifications/credentials. Providers are expected to produce proof of required experience, education, and certifications/licensures as specified in Scope of Services

### Attachment E: Performance Measures

These measures will be collected during the duration of the contract.

<b>How much?</b>	<b>FY2022 Target</b>
Number of teens hired for employment opportunities.	TBD
Hours worked by teens.	TBD
Hours of work readiness training attended by teens.	TBD
Number of work sites.	TBD
Hours of supervision provided to teens.	TBD
Training and support provided to work site supervisors.	TBD
<b>How well?</b>	<b>FY2022 Target</b>
Percent of youth retained in employment	TBD
Site quality measurement	TBD
Supervisor quality measurement	TBD
Youth received sufficient supervision and mentorship.	TBD
<b>Better off?</b>	<b>FY2022 Target</b>
Gains in work readiness skills.	TBD
Amount of money earned by summer interns.	TBD
Increased knowledge in financial literacy.	TBD



## Attachment F: Mandatory Reporting of Child Abuse

### MANDATORY REPORTING OF ABUSE CHECKLIST (JUNE 2020)

#### A. WHO NEEDS TO REPORT?

In Florida, everyone is a mandatory reporter. However, there are two types of reporters:

- Mandated Reporter (General):
  - Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare is a mandatory reporter. § 39.201(1)(a).
  - Any person, including but not limited to state, county, or municipal criminal justice employees or law enforcement officers, who knows or has reasonable cause to suspect that a vulnerable adult has been or is being abused, neglected, or exploited must make a report. § 415.1034(1)(a)5.
- Mandated Reporter (Professional)
  - Anyone who is legally obligated to report known abuse and must also identify themselves when reporting. These include:
    - Physician, osteopathic physician, medical examiner, chiropractic physician, nurse, paramedic, emergency medical technician, or hospital personnel engaged in the admission, examination, care, or treatment of persons. §§ 39.201(1)(d)1 and 415.1034(1)(a)1;
    - Health or mental health professional other than listed in paragraph above;
    - Practitioner who relies solely on spiritual means for healing, §§ 39.201(1)(d)3 and 415.1034(1)(a)3;
    - School teacher or other school official or personnel (child), § 39.201(1)(d)4;
    - Social worker, day care center worker, or other professional childcare, foster care, residential or institutional worker (child), § 39.201(1)(d)5;
    - Nursing home staff; assisted living facilities staff; adult day care center staff etc. (vulnerable adults), § 415.1034(1)(a)4;
    - Employees of Department of Business and Professional Regulation conducting inspections of public lodging establishments, § 415.1034(1)(a)6;

- Law enforcement officer, §§ 39.201(1)(d)6 and 415.1034(1)(a)5; Judge, § 39.201(1)(d)(7) and 415.1034(1)(a)5; and
- Vulnerable Adult Abuse
  - Section 415.1034(1)(a)5 states that any person, including, but not limited to any state, county, or municipal criminal justice employee or law enforcement officer, who knows, or has reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited shall immediately report such knowledge or suspicion to the central abuse hotline.

### C. WHO DO YOU REPORT IT TO?

- Child and adult abuse should be reported to the Florida Department of Children and Families (DCF) through either the DCF statewide hotline (call 1-800-96-ABUSE)(1-800-962-2873) or through the DCF website at <http://reportabuse.dcf.state.fl.us>The hotline also accepts faxes at 1-800-914-0004 and web-based chats on their website. § 39.201(2)(a).
- If the abuse is by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, the report will be transferred by hotline staff to the appropriate county sheriff’s office. § 39.201(2)(b).
- If the alleged abuse is by a juvenile or involves a child who is in the custody or protective supervision of the department, the report shall be transferred by the hotline to the county sheriff’s office. § 39.201(2)(c)1.

### D. WHAT HAPPENS IF YOU DON’T REPORT?

- Failure to report child abuse to DCF is a third-degree felony. § 39.205(1).
- Failure to report a sexual battery under § 749.027 is a misdemeanor of the first degree.
- Failure to report a case of known or suspected abuse, neglect, or exploitation of a vulnerable adult or preventing someone else from doing so is a misdemeanor of the second degree. § 415.111(1).

### E. WHAT HAPPENS IF YOU MAKE A FALSE REPORT?

A person who knowingly and willfully makes a false report of child abuse, abandonment, neglect, or abuse of a vulnerable adult or who advises another to make a false report is guilty of a felony of the third degree. §§ 39.205(9), 415.111(5).

However, anyone making a report who is acting in good faith is immune from any liability.

- Mediators. § 44.405(4)(a)3.
- Note: An officer or employee of the judicial branch is not required to again provide notice of reasonable cause to suspect child abuse, abandonment, or neglect when that child is currently being investigated by the department, there is an existing dependency case, or the matter has previously been reported to the department, provided that there is reasonable cause to believe that the information is already known to the department. This paragraph applies only when the information has been provided to the officer or employee in the course of carrying out his or her official duties. § 39.201(1)(f)

## **B. WHAT NEEDS TO BE REPORTED?**

- Child Abuse
  - A child in need of supervision who has no parent, legal custodian, or responsible adult. § 39.201(1)(a).
  - A child abused by his or her parent, caregiver, guardian, or other person responsible for the child's welfare. § 39.201(1)(a).
  - Child abuse by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare. § 39.201(1)(b).
  - Childhood sexual abuse or victim of a known or suspected juvenile sex offender. § 39.201(1)(c).
  - If the report contains information of an instance of known or suspected child abuse involving impregnation of a child under 16 years of age by a person 21 years of age or older, the report shall be made immediately to the appropriate county sheriff's office or other appropriate law enforcement agency. § 39.201(2)(e).
  - Reports involving surrendered newborn infants shall be made and received by the department. § 39.201(1)(g).
- Sexual Battery
  - Section 794.027 requires a person who observes a sexual battery and who has the ability to seek assistance for the victim without being exposed to a threat of physical violence must make a report. Someone other than the victim or a spouse or close family relative of the victim or offender who is not endangered and who fails to seek assistance by reporting the offense to a law enforcement officer is guilty of a misdemeanor of the first degree.