

REQUEST FOR PROPOSALS

Evaluation Services

(July 1, 2022 through June 30, 2025)



August 2021

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TIMELINE FOR REQUEST FOR PROPOSALS

<u>ACTIVITY</u>	<u>DATE</u>
Release of Request for Proposal (RFP)	August 25, 2021
Deadline for Submitting Questions for Clarification	September 17, 2021
Closing Date (Deadline) for Proposals	October 1, 2021
Review of Proposals Begins	October 4, 2021
Discussion Period with Responsive Applicants Begins	November 1, 2021
Funding Recommendations Presented for Commission Action	December 6, 2021
Notification of Intent to Award	December 10, 2021
Contract Term Commences for Selected Applicant	July 1, 2022

NOTE: All dates are subject to change.



First 5 Merced County Request for Proposals (RFP) Proposal Submittal

All Proposals including one (1) signed original copy and one (1) electronic copy must be received by:

Friday, October 1, 2021, 5:00 p.m. PST

If delivering proposals in person, they will be considered late at 5:01 p.m. by the clock at the Merced County Department of Public Health offices, and will not be accepted.

Mail or hand deliver proposals to:

**First 5 Merced County
260 E. 15th Street
Merced, CA 95341**

SECTION 1

ABOUT FIRST 5 MERCED COUNTY

On November 12, 1998, California voters passed Proposition 10, adding a 50-cent tax to each pack of cigarettes or comparable product sold in California. These resources were then utilized to provide increased support for early childhood development of children from conception through age five. The importance of early childhood development is widely recognized as a key to future success in school and success in life. Early childhood development also impacts children's physical, emotional and cognitive development.

With these funding resources, First 5 Merced County provides financial support for critical programs that impact child health and development, family strengthening, and the professional development of early education providers, all for the benefit of children prenatal to five years. Working in partnership with agencies and organizations throughout Merced County, First 5 Merced County fosters the active participation of parents, caregivers, educators and community members in the lives of young children, prenatal to five years old.

Vision of First 5 Merced County

The Commission's vision is that all children in Merced County will thrive in supportive, loving, and nurturing environments; enter school healthy and ready to learn; and become productive and well-adjusted members of society.

Mission of First 5 Merced County

Our mission is to provide services for the optimal physical, emotional, and intellectual growth of the young children of Merced County.

Guiding Principles of First 5 Merced County

The guiding principles below reflect the core values of First 5 Merced and guide its work:

- Practicing wise stewardship and maintaining accountability.
- Being transparent about funding decisions and expectations.
- Respecting the diversity, strength, uniqueness, and potential of all children, families and communities.
- Promoting sustainable change by investing in long-term policy, institutional, funding, and systemic changes that extend First 5 reach and impact.
- Soliciting and listening to the ideas of stakeholders and others and encouraging an open dialogue.
- Establishing partnerships and collaborations with similar mission-driven organizations to facilitate programs and services.
- Investing in systems-level changes to promote cultural equity and sustainability, while allowing for program innovation.
- Improving evidence-based programs and practices based on solid evaluation.

FIRST 5 MERCED COUNTY DESIRED OUTCOMES

First 5 Merced County *Desired Outcomes*

In 2020, the First 5 Merced County Commission adopted three Desired Outcomes to represent the funding priorities of First 5 Merced County during the previous Strategic Plan period. Since that time, First 5 Merced County has directed the majority of funding toward these Desired Outcomes that are critical for children's optimal development and preparation for success in school.

While the Desired Outcomes remain a critical source of guidance for the work of First 5 Merced County, this Strategic Planning process also established clear Objectives for each of the Desired Outcomes that will provide further guidance for work and program investments in the future. The Objectives were targeted to impact one or more of four levels of intervention:

- Systems/Policy
- Organizational/Inter-organizational
- Community
- Individual

With a shift away from individual services, these Objectives promote effective community and system level strategies that will serve the needs of young children, their families, and providers. This will better position those strategies to respond to changes, more effectively utilize funds, and boost the impact of resources in the Desired Outcome areas.

At the June 2020 meeting, the Commission approved the Desired Outcomes and Objectives, which will guide the course for the majority of First 5 Merced County's program investments under the Strategic Plan.

Desired Outcome 1: Health and Development – Children achieve optimal developmental, behavioral and social-emotional health.

Desired Outcome 2: Strong Families – Families raise their children in safe, stable and nurturing homes

Desired Outcome 3: High-Quality Learning – Children have access to high-quality early learning opportunities

First 5 Merced County plans to continue to invest most of its program resources in the Desired Outcomes areas. However, during this Strategic Plan, investments will be more focused as they utilize the framework to guide funding decisions within the Objectives in each of the Desired Outcomes.

As in First 5 Merced County's previous Strategic Planning period, the majority of available program funding will be allocated to the Objectives supporting Desired Outcomes 1, 2 and 3.

SECTION 2**INTENT OF THE REQUEST FOR PROPOSALS (#EVAL2021)****A. Introduction and Intent**

This Request for Proposal (RFP) is intended to secure the services of a qualified Applicant to provide evaluation services and support for First 5 Merced County.

First 5 Merced County currently provides funding in support of programs throughout the county that provide services to children 0-5 and their families. As part of the agency's evaluation activities, First 5 Merced County is interested in identifying a qualified Applicant to support ongoing evaluation service needs. First 5 has also concurrently release a RFP for a web-based data management system to support efforts in data collection, management, submission and reporting.

B. Contract Term

This RFP solicits proposals for evaluation services to begin July 1, 2022, and to extend through June 30, 2025, dependent on factors that may include, but are not limited to, contractor performance and effectiveness, or availability of funds.

C. Availability of First 5 Funds

First 5 Merced County expects to fund \$60,000 on average per year over the three year period for this RFP (July 1, 2022 – June 30, 2025) for an amount not to exceed \$180,000. First 5 Merced County reserves the right to fund less than this amount per year depending on the nature and quality of proposals received, or to exceed this amount in a particular year so long as the sum total of contracted services remain below the total three year maximum that is projected to be available.

NOTE: This RFP is being released at a time of statewide fiscal uncertainty regarding the continuity of Proposition 10 funds into the future. While it is the intention of First 5 Merced County to support entities throughout their contracted terms, threatened changes to this revenue stream may result in the reduction or elimination of funding. In this case, any contract agreements and subsequent obligations of First 5 Merced County shall be modified and/or terminated in accordance with executed agreements with First 5 Merced County contractors.

D. Notice to Applicants

Prior to proceeding further, the reader is strongly encouraged to review the Contracting Requirements section on page 19 of this RFP which provides:

- Essential information on eligibility;
- Contract requirements and process;
- Important mandates regarding non-supplantation;
- Use of Proposition 10 funds solely for the benefit of children 0 - 5 years and their families.

SECTION 3

SCOPE OF SERVICES

The Applicant will work in partnership with and support First 5 Merced County staff in evaluation work within the current strategic plan and evaluation plan framework. Within this framework, First 5 Merced County staff will perform the following:

- Collect applicable quantitative and qualitative data and perform limited data analysis.
- Identify strategic outcomes of interest.
- Present reports to the First 5 Merced County Commission and community stakeholders.
- Assess and refine existing data collection methods for tracking outcomes across funded programs.
- Identify training and technical assistance needs of First 5 Merced County funded programs to increase the skills of contracted providers to collect, submit and use required evaluation data.

Objectives of Evaluation Contractor

The Applicant is expected to work closely with staff to advise and support evaluation activities that will track a broad range of qualitative and quantitative data across First 5 Merced County's funded programs. The objectives of this RFP include the following:

1. Assist in the development of evaluation tools and instruments that will be used to collect quantitative and qualitative data. Assist in the development of a suite of evaluation tools that will track service delivery and yield outcome/impact data. This will include working with the evaluation Web-Based Data Management Systems contractor (to be identified through a concurrent RFP process).
2. Provide support in data analysis across multiple data streams, including First 5 California State Initiatives (IMPACT 2020 and Home Visitation Coordination (HVC)), current funded programs and data across multiple strategic planning periods.
3. Maintain an understanding and awareness of evaluation and data trends among First 5 Commissions (regional and statewide), early childhood development, health, education and other fields related to children birth to five years old and their caregivers.
4. Attend state or local Commission, contractor and other meetings as requested by First 5 Merced County staff.
5. Prepare, submit, and present/facilitate any curricula or training materials to train Commission, staff of funded agency staff to build evaluation capacity.
6. Provide support to First 5 Merced County staff to prepare and submit reports, as identified by staff.

Required Knowledge, Education and Experience

Lead consultants must have the following:

1. Proven expertise in current methods and practices in evaluation and qualitative and quantitative analysis documented by a portfolio of written reports, analysis, presentations or similar materials.

2. Professional and academic competence (Master's degree or above) in psychology, public policy, statistics, organizational development, child development, public health or a related discipline.
3. At least four years experience evaluating public, educational, or philanthropic organizations and service programs. Desired experience in multiple issue/policy areas, especially those related to the First 5 Merced Needs Assessment and First 5 Merced County Strategic Plan and First 5 Merced Evaluation Plan (available at www.first5mercedcounty.org).
4. Strong writing, speaking, presentation and facilitation skills.
5. Proficiency in the use of technology in all areas of program evaluation, including standard Office, database development, statistical (e.g. SPSS) and qualitative analysis software.
6. Ability to demonstrate cultural competency and experience working with people from diverse language, culture, socio-economic, literacy and ability levels.
7. Knowledge of the goals and objectives of First 5 Merced County and its funded programs.

Other Requirements

The information contained within this RFP are not exhaustive and include the requirements known at this time. The Applicant will describe any additional information or components necessary to achieve the intent as outlined. Upon award, the successful Applicant must work with First 5 Merced County to develop a detailed Scope of Work to guide the system implementation.

SECTION 4

INFORMATION TO APPLICANTS

A. Request for Proposals Closing Date and Submission Information

Proposals must be received by First 5 Merced County on or before 5:00 PM PST on October 1, 2012. Proposals shall be presented under sealed cover and mailed or delivered to:

First 5 Merced County
RFP for Evaluation Services
260 E. 15th Street
Merced, California 95341

No oral, email, or faxed proposals will be considered. Proposals received after the deadline will be rejected regardless of postmark date and will be returned to the Applicant unopened. If delivering proposals in person, they will be considered late at 5:01 PM by the clock at the First 5 Merced County offices and will not be accepted. It is the sole responsibility of the Applicant to ensure that proposals are received before the submission deadline.

Without law or policy to the contrary, if the Applicant took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Applicant, but was the result of negligence by First 5 Merced County, First 5 reserves the right to accept such proposal.

B. Applicant Eligibility

First 5 Merced County will consider services proposed by any organization or entity that is registered as a non-profit entity, an educational or government unit, or a for-profit business or licensee.

C. Announcement of Proposals

All proposals received by the published date and time for submission will be publicly announced at First 5 Merced County. The name of each Applicant will be publicly read and recorded. Attendance by Applicants is not required. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

D. Interpretation, Corrections, and Addenda to RFP

The Applicant must carefully examine the specifications, terms and conditions provided in the Request for Proposal. If the Applicant has any questions regarding the RFP, such questions may be raised with First 5 Merced County until 5:00 PM on September 17, 2021. Questions are to be addressed to: Scott Waite, Executive Director, First 5 Merced County, by email at scott.waite@countyofmerced.com. Please include "Evaluation Services" in the email subject line.

Any changes in the RFP that may be required subsequent to its release will be made only by written addendum, issued by First 5 Merced County and incorporated into the RFP. Any addenda made to the RFP will be made publicly available through the means by which the RFP was originally disseminated.

E. Discussion with Responsive Applicants Regarding Proposals

Discussions may be conducted with Applicants who submit proposals determined to be responsive and have the potential of being selected for an award. Such discussions may be for clarification or modification to the scope of proposed services to best meet the intent of this RFP. Modifications could include, reducing/expanding/modifying the proposed interventions, subcontracting arrangements or the proposed budget and planned expenditures.

Such discussions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers from Applicants that best meet the intent of the RFP and First 5 Merced County's programmatic and evaluation efforts.

F. Award and Contracting

All Applicants submitting a proposal for consideration agree that their organization will be willing to enter into a final contract if awarded. The Commission of First 5 Merced County will have authority to approve awards to qualifying Applicants and approve/reject the final contract. Refer to the Contracting Requirements section to be fully apprised of the contract requirements.

G. False or Misleading Statements

Proposals that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the Applicant, may be rejected.

H. Rules for Proposal Withdrawal or Revision

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, so long as the request is made by the Applicant's duly authorized representative.

I. Subcontracting

Any Applicant using a Subcontractor(s) must clearly describe and explain the use of the Subcontractor(s) within their proposal, as described in the RFP proposal instructions. If selected, the Applicant will be fully responsible for all work performed under this proposal as the primary contractor. Any subcontracting or other legal arrangements made by the Applicant are the sole responsibility of the Applicant.

J. Confidentiality

The contents of all proposals shall be held in the strictest confidence until the contract is awarded. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Applicant's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal. First 5 Merced

County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable thereunder, if requested by any third party.

The Applicant should clearly mark any of the information within their proposal that is proprietary. Designating the entire proposal as “proprietary” is not acceptable and will not be honored. Submission of a proposal by an Applicant shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Applicant’s RFP submittal that has been annotated as proprietary, and that the County determines is actually entitled to such treatment, without the written consent of the Applicant.

K. General Information

First 5 Merced County reserves the right, at its sole discretion, to reject any or all proposals or any part thereof, or to waive any informalities in the proposal and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services proposed, their conformity with the RFP, and not confined to price alone.

L. Property of First 5 Merced County

All proposals and accompanying documentation submitted become the property of First 5 Merced County and will not be returned.

M. Cost of Proposal Development

Costs for developing proposals for this RFP are solely the responsibility of the Applicant whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting contract.

N. Public Disclosure

All public records are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until a contract has been placed on the agenda of the First 5 Merced County Commission for approval. If an unsuccessful Applicant files an official request to view the awarded proposal, First 5 Merced County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary, and that the County determines is actually entitled to such treatment, will not be made available.

O. Qualifications of Applicant

First 5 Merced County may make such investigation as it deems necessary to determine the ability of the Applicant to provide the services requested herein, and the Applicant shall furnish all information and data for this purpose as requested.

P. Applicant Disqualification

An Applicant may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this RFP, or for any, but not limited to, one of

the following reasons: Collusion, lack of responsibility and cooperation as shown by past work or services, non-compliance with current/past contract requirements, being in arrears on existing contracts or having defaulted on previous contracts, and/or incomplete information or missing documents as required in the proposal.

Q. Gratuities

Neither the Applicant nor any person, firm, or corporation employed by the Applicant shall give, directly or indirectly, to any employee or agent of First 5 Merced County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the proposal process nor during the performance of any contract period resulting from this proposal.

R. Extension of Contract

In the event the successful Applicant offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the successful Applicant is willing to negotiate any justifiable price increase at the time of any succeeding contract renewal period, if applicable, and it would be economical and in the best interest of First 5 Merced County, and provided the services have been to the satisfaction of First 5, First 5 reserves the right to extend any contract resulting from this proposal on a term-by-term basis to the successful Applicant awarded the contract.

S. Cancellation Due to Lack of Funding

First 5 Merced County reserves the right to cancel this RFP at any time should funding to support it be unavailable as determined by the Commission of First 5 Merced County.

SECTION 5

PROPOSAL INSTRUCTIONS AND CONTENT REQUIREMENTS

This section describes the required proposal format and content. Failure to follow the prescribed format may result in rejection of the proposal.

A. Proposal Format

Narrative text sections of the proposal should be typewritten on standard 8½ “by 11” paper, single spaced with one-inch margins on all sides of the paper using 12-point font. Text should appear single-sided only. Pages should be numbered consecutively from beginning to end. Do not staple proposals; binder clip each proposal together.

B. Number of Copies

- T.** Applicants must provide one (1) original proposal with signatures in blue ink by an individual legally authorized to bind the agency/organization, and one (1) electronic copy of the entire proposal submitted to first5@countyofmerced.com.

A. Outline of Proposal Content

The content and sequence of the proposal will be as follows:

1. Proposal Cover Sheet and Certification Form
2. Executive Summary
3. Table of Contents
4. Exceptions (to RFP and to sample contract)
5. Qualifications and Experience
6. Proposal Narrative
7. Proposed Budget and Budget Justification

D. Proposal Instructions

1. **Proposal Cover Sheet & Certification Form:** Complete the Proposal Cover Sheet and Certification Form (Attachment 1). Original signatures must be in blue ink by an individual legally authorized to bind the agency/organization.
2. **Executive Summary (not to exceed one page in length):** Provide an Executive Summary of the proposal in narrative format that briefly highlights the contents of the proposal to provide the reader with a broad understanding of the Applicant’s approach, qualifications, experience and staffing.
3. **Table of Contents:** Provide a Table of Contents listing the proposal contents as required in the RFP, along with corresponding page numbers.
4. **Exceptions:** Provide a listing of Exceptions taken by the Applicant to the requirements and conditions of this RFP and/or the contract language, including all attachments. The Applicant’s exceptions should give an explanation as to why the Applicant is taking exception to the requirements. If no exceptions are taken, Applicant is to state, “No Exceptions Taken” in this section, and First 5 Merced County will assume that the Applicant’s proposal meets all RFP requirements as specified.

5. **Qualifications and Experience:** Provide a statement demonstrating the Applicant has the qualifications, capability and experience to perform the requirements included in this RFP. The following sections must be included:
 - a. **History:** Provide a brief history of the company, including the number of years in operation. State whether the organization is an individual proprietorship, partnership, corporation or private nonprofit organization and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.
 - b. **Background and Experience:** Provide a summary of relevant background information describe your company's experience, major accomplishments and/or activities similar to the requirements outlined by this RFP, and any other information demonstrating the company's ability to provide the services described in the proposal. The Applicant is encouraged to provide sample materials to substantiate previous experience.
 - c. **References:** Provide a list of at least three (3) customer references using the Reference List Form (Attachment 2). Include the organization's name along with the name, title, telephone number and email address of a contact person; the dollar amount of the Contract and the dates the services were completed.
 - d. **Staff Assignment:** Provide a description of the experience and qualifications of the proposed key staff members who will be assigned to this project. Include the percentage of their time that will be devoted to the project (in FTEs). The description should include their function, level of education, degree and/or license, if appropriate, and a detailed resume for each person. If any subcontractors will be used, explain their use and provide their name and qualifications.
6. **Project Work Plan:** Describe in detail how the Applicant will meet the requirements outlined by this RFP and the Scope of Services. The Applicant should include any special or unique qualifications that may help to address the stated requirements. The Work Plan should only include activities and deliverables the Applicant believes may be accomplished with the resources available. Identify each of the major tasks, activities and/or deliverables and describe how they will be reached, including the timeframe required. Flowcharts and other printed visual aids may be included.
7. **Proposed Budget and Budget Justification:** Include and clearly detail all costs, payment schedules, categorization of line items and/or other related costs associated with the proposal. All proposals must include a budget justification providing thorough and clear explanations of all costs.

SECTION 6
BASIS OF AWARDS, SELECTION PROCESS AND EVALUATION
CRITERIA

A. Basis of Award

Funding recommendations will be made to the Applicants whose proposals demonstrate they will be the most qualified, responsive and advantageous to First 5 Merced County, and consistent with the intent of this RFP. First 5 Merced County shall not be obligated to accept the lowest cost proposals, but will make awards in the best interests of First 5 Merced County after all factors have been evaluated.

First 5 Merced County reserves the right to reject any or all proposals or any part thereof, to waive any informalities in the proposals and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services to be supplied, their conformity with the specifications and for the purposes for which they are required. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. First 5 Merced County shall be the sole judge in making such determination.

First 5 Merced County reserves the right to cancel or discontinue with the RFP process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of services, funding is no longer available for this RFP, or it is otherwise in First 5 Merced County's best interest to cancel the RFP process.

B. Selection Process for RFP

A Review Committee consisting of selected personnel will be established to evaluate the proposals. The Committee may include representatives from the First 5 Merced County Commission, as well as First 5 Merced County staff, and reviewers from within and outside of Merced County. It is the intent of the committee to select responsive Applicants whose proposals meet desirable, minimum qualifications to initiate discussions with Applicants, and potentially enter into contract negotiations, and execute contract agreements.

C. Evaluation Criteria

The Review Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the RFP requirements will be considered non-responsive and may be rejected.

The committee may contact Applicants to clarify any proposal responses provided, as well as contact and evaluate any references provided by the Applicant and/or subcontractor(s)(if applicable); solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Proposals shall be ranked on a total score of 100, and shall be evaluated in accordance with the following criteria:

35 points	Qualifications and Experience
35 points	Proposed Work Plan
15 points	Work Samples and References
<u>15 points</u>	Proposed Budget/Budget Justification
100	Total Points Possible

The review committee may recommend adjustments to individual proposed program budgets and services as part of its recommendation to the full Commission based on discussions with Applicants and subsequent contract negotiations. In such cases, the Applicant may elect to accept an adjusted award and revised scope of the program, or withdraw its application from consideration.

D. Notification & Debriefing

Each Applicant will be notified in writing of the outcome of their proposal following completion of the review, discussion, and negotiation process. Any Applicant with questions regarding the outcome of their proposal may contact the Executive Director following the notification to discuss those questions. A debriefing may be held prior to Commission action on funding recommendations upon the receipt of a written request for a debriefing (within 3 business days of written notification) by an unsuccessful Applicant for the purpose of receiving information concerning the evaluation of the Applicant's proposal.

E. Protest Procedures

The protest process is made available in the event that an unsuccessful Applicant cannot reach agreement with First 5 Merced County after undergoing the debriefing process described herein above.

Should an unsuccessful Applicant request a debriefing, and believes its proposal to be the most responsive to the RFP and that First 5 has incorrectly selected another Applicant for award, the appealing Applicant may submit a protest of the selection. All protests must be made in writing, dated, signed by the Applicant or an individual authorized to sign contracts on behalf of the protesting Applicant, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Applicant must provide facts and evidence to support the protest. Protests are not allowed based solely on a mere disagreement with the proposal review outcome. Protests must be received no later than seven (7) working days following First 5 Merced County's written notification to the Applicant regarding the outcome of their proposal.

Protests may be sent either by U.S. mail, postage paid, or hand delivered to:

First 5 Merced County
ATTN: Executive Director
260 E. 15th Street
Merced, CA 95341

Upon receipt of the formal protest, the Executive Director will attempt to resolve the protest. If the protest has not been resolved, the Applicant will have an opportunity to address the Commission to state the concern. A protest shall be disallowed when, in the judgment of the Executive Director or other Commission designee, it has been submitted: 1) as a delay tactic; 2) for the purpose of posturing the protester advantageously for future procurement; 3) in a form that deviates from the prescribed; 4) without adequate factual basis or merit; or, 5) in an untimely manner.

The Commission will review accepted protests at the next available regularly scheduled Commission meeting. The Commission is the sole and final authority regarding the approval or disapproval of proposals and the conditions under which they are funded. All decisions of the Commission shall be final.

SECTION 7

CONTRACTING REQUIREMENTS

A. Expectations for Successful Applicants

Upon approval of funding by the First 5 Merced County Commission, the successful Applicant organization or entity will be required to enter into a performance based contract agreement with the County of Merced, on behalf of First 5 Merced County. The proposal submitted in response to this RFP is not a legal agreement, but will be incorporated into a final contract with the County, specifically identifying the “Scope of Work” as well as the County’s and First 5 Merced County’s contract terms and conditions. All terms and conditions of the final contract will be reflective of or consistent with the terms of this RFP and of the Applicant’s successful proposal, in all substantive respects.

B. Contract Agreement – Terms and Conditions, Statutes and Rules

The general contract terms and conditions for recipients of First 5 Merced County funding are specifically incorporated into this RFP by reference, attached herein in the Attachments section, and should be reviewed carefully by all Applicants. Any request for any modification of the contract terms and conditions must be timely stated as an exception to this RFP, or it will be deemed to have been waived. The contract will not be binding on either the Commission or the Applicant until executed by each.

C. Non-Supplantation / Services Benefiting Children 0-5 years and their Families

As described in the attached contract terms and conditions document, Applicants shall be informed that Proposition 10 funds can only be expended for the purposes of supplementing existing levels of services and not to fund (supplant) existing levels of service. Additionally Proposition 10 funds are to be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

D. Pre-Contract Expectations

Successful Applicants may be expected to attend informational meetings, orientations, and/or trainings prior to the execution of the contract in order to prepare for implementation of contracted services.

SECTION 8
CONTACT INFORMATION

First 5 Merced County is eager to facilitate Applicant participation in this RFP process and has designated the staff person below as the contact for all prospective Applicants. For such assistance, please contact:

Scott Waite, Executive Director
First 5 Merced County
260 E. 15th Street
Merced, CA 95341
FAX: (209) 725-3778
E-mail: scott.waite@countyofmerced.com

Please include “Evaluation Services RFP” in the email subject line.

**ATTACHMENT 1
PROPOSAL COVER SHEET & CERTIFICATION FORM**

Applicant Agency Name: _____

Proposed Program Title: _____

Mailing Address: _____

Street / P.O. Box

Contact Person: _____

City

State

Zip Code

Name

Title

Telephone

Fax

E-mail

Type of Applicant Agency (Check one):

- 501 (c) (3) organization (include copy of tax exempt status documentation)
- Governmental Unit
- Business License holder (include copy of Business License)
- Permit/License holder (include copy of Permit/License)

Federal/Tax ID No. _____

Proposed Program Goal(s):

Description of service population to be served:

Proposed number of clients (or other service population type) the program will serve:

Annual Agency Budget: _____

Total Budget Request: _____

Year 1 (July 1, 2022 – June 30, 2023) = _____

Year 2 (July 1, 2023 – June 30, 2024) = _____

Year 3 (July 1, 2024 – June 30, 2025) = _____

To the best of my knowledge, I certify that the information provided within this application is true and correct. By signing below, I agree and attest to the following:

- A. I have reviewed the Contracting Requirements Section of the Request for Proposals, including contract requirements for insurance and other applicable rules. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.
- B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain informational meetings, orientations, and trainings may be required for successful applicants prior to contract execution.
- C. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.

(Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.)

- D. I certify that all Proposition 10 funds received will be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

Typed Name and Title of Individual
Authorized to sign Contract

Authorized Signature

Date

ATTACHMENT 2
GENERAL TERMS AND CONDITIONS FOR FIRST 5 CONTRACTORS

AGREEMENT BETWEEN MERCED COUNTY,
ON BEHALF OF FIRST 5 MERCED COUNTY

AND

THIS AGREEMENT is made and entered into this _____, by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as "COUNTY") on behalf of First 5 Merced County, established pursuant to County Ordinance 1747 in compliance with the Children and Families First Act of 1998 (hereinafter referred to as COMMISSION) and _____, _____ (hereinafter referred to as CONTRACTOR).

WHEREAS, COMMISSION has received funds under the Children and Families First Act of 1998 (Proposition 10) to enhance and improve early childhood development for children age 0 through 5 and their families, within Merced County, and

WHEREAS, COMMISSION has adopted a Strategic Plan to implement services and programs to achieve the intent of the Act, and

WHEREAS, the Strategic Plan provides for procurement processes for the COMMISSION to select projects for funding to achieve desired services and programs, and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform such services, and

WHEREAS, COMMISSION utilizes relevant administrative structure, policies and procedures of the County to distribute those funds, and

WHEREAS, CONTRACTOR submitted a proposal (*Agency, Program Name*) which COMMISSION has determined is in support of the furtherance of the intentions of the Strategic Plan and the Act and warrants funding.

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

1. GENERAL

CONTRACTOR shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:

- EXHIBIT A – Scope of Work
- EXHIBIT B – Budget
- EXHIBIT C – Budget Narrative
- EXHIBIT D – Invoice Form

CONTRACTOR warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement.

2. SCOPE OF WORK

Services to be provided under this agreement by CONTRACTOR shall include all necessary services to fulfill the SCOPE OF WORK, Exhibit A, as set forth herein, and made part of this agreement. CONTRACTOR shall perform all such services as an independent CONTRACTOR; not as an agent or employee of the COUNTY.

CONTRACTOR shall conduct the approved project as stated in Exhibits A, B, and C.

3. TERM

The term of this agreement shall commence on the _____, and end the _____, unless sooner terminated in accordance with Sections TERMINATION FOR CONVENIENCE, TERMINATION FOR CAUSE, and/or CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING as specified elsewhere in this agreement.

4. COMPENSATION

In consideration of CONTRACTOR performing such work as set forth under Section 2: SCOPE OF WORK, COMMISSION shall, through the County Auditor-Controller, pay CONTRACTOR for actual project expenses in accordance with the categories and amounts established in the line item budget attached as Exhibit B budget.

In no event shall the total payments exceed _____ for the entirety of the contract term.

Additionally, unless otherwise modified as allowed under the terms of this Agreement, in no event shall the payments for any fiscal year within the contract term (if applicable) exceed the amounts as shown in Exhibit B, Budget, and below:

- o Fiscal year 2021/2022: _____

No other expenses shall be paid to CONTRACTOR without formal approval by the COMMISSION and amendment of this agreement.

CONTRACTOR may request revisions in the line item budget for the project as included in Exhibit B, Budget during the term of this agreement in accordance with COMMISSION'S budget revision procedures.

Indirect costs cannot exceed ten percent (10%) of personnel costs less fringe benefits.

If any funds have not been completely expended as approved, or otherwise modified and subsequently approved, at the end of any fiscal year within the term as described in Exhibit B, Budget, or at the end of the term of this agreement, CONTRACTOR shall return such funds to the COMMISSION.

CONTRACTOR warrants that no employee, volunteer, agent or independent subcontractor of CONTRACTOR who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to CONTRACTOR by COMMISSION such to be able to control disbursements/withdrawals of said funds.

CONTRACTOR warrants that all employees and volunteers, and employees and volunteers of agents or subcontractors of CONTRACTOR, who will have direct contact with service recipients in the course of providing services outlined in the Scope of Work, shall have finger print clearance through an entity determined by COMMISSION, prior to direct contact with service recipients. Documentation demonstrating this clearance shall be kept on file for examination by COMMISSION at its discretion.

5. TERMS OF PAYMENT

Payment for project expenses and satisfactory performance of such services set forth in Section 2: SCOPE OF WORK of this agreement shall be made in the following manner:

CONTRACTOR shall submit invoices, using Exhibit D, Invoice Form, on a quarterly basis, unless otherwise directed on an alternative schedule, for reimbursement of actual project expenses incurred during the previous period.

Invoices required quarterly are to be submitted by the following dates each fiscal year:

October 31 for program expenses from July 1 – September 30
January 31 for program expenses from October 1 – December 31
April 30 for program expenses from January 1 – March 31
July 31 for program expenses from April 1 – June 30

Invoices are to be accompanied by all required supporting documentation necessary to demonstrate that expenses incurred are consistent with the approved budget and budget narrative in this agreement.

CONTRACTOR may receive an advanced payment of funds provided for under the Compensation section of this Agreement when deemed to be in the interests of furthering the aims of the COMMISSION's strategic plan and subsequent to COMMISSION'S approval.

In order to be considered complete for processing for payment, invoices shall be prepared in accordance with Exhibit D, Invoice Form.

The COMMISSION may request any additional information or supporting data as deemed necessary for COMMISSION to properly evaluate or process CONTRACTOR'S invoice.

Upon approval by COMMISSION, the sum due hereunder shall be paid to CONTRACTOR through the disbursement process of the COUNTY in a timely manner. Payments will be held if CONTRACTOR is delinquent with any required reports or other submission requirements under this agreement.

Failure to comply with invoice submission and all related submittal requirements may result in the assessment of a late fee that reduces the amount of payment due to CONTRACTOR, per the COMMISSION'S procedures for late submission penalties.

Address for the purpose of remitting payment is as follows:

Agency name
Address
City, State, Zip code
First and Last Name, Title

If no expenses are incurred by CONTRACTOR in any reporting period, CONTRACTOR shall submit a letter to COMMISSION by the invoice submission deadlines, stating such.

6. NON-SUPPLANTATION

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service."

CONTRACTOR warrants that no funds provided by COMMISSION shall be used to supplant existing funds from any source for any purpose.

7. SERVICES FOR CHILDREN AGE 0-5 YEARS AND THEIR FAMILIES

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 130100 of the Health and Safety Code, which states the program is created for the "purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. Funds provided under this agreement shall be used solely for the benefit of, and/or services to, children 0-5 and their families.

8. EVALUATION AND MONITORING

Services provided by CONTRACTOR shall be evaluated. CONTRACTOR shall submit evaluation data and related reports, and otherwise participate in the First 5 evaluation, using approved evaluation methods.

Required evaluation data shall be submitted on a regular basis as determined by the First 5 evaluation requirements.

Services provided by CONTRACTOR shall be monitored through quarterly, or as COMMISSION requires, program progress reporting and site visits.

Program progress reporting will be required on a regular basis to ensure compliance with contractual obligations.

At least once per year, the COMMISSION shall conduct a site visit as part of this monitoring process. Unless exercised sooner in accordance with Section 21: RECORDS AND INSPECTION, the COMMISSION may include the examination and auditing of records relating to program services during site visits.

Any deficiencies noted in the provision of services may be addressed by COMMISSION through a corrective action plan in order to remedy any identified deficiency(-ies).

Payments will be held if CONTRACTOR is delinquent with any required reports or submission requirements under this agreement or otherwise fails to address any deficiencies noted in the provision of services.

9. TOBACCO & NUTRITION

During the term of this agreement, CONTRACTOR agrees to:

Maintain a tobacco free environment on CONTRACTOR'S property including inside agency buildings and vehicles, and outside of building entrances within 15 feet of facilities or 25 feet of children's play areas, and as otherwise required by law.

Provide referral information to staff and/or clients on smoking cessation and support programs, and the dangers of second hand smoke, as applicable.

If CONTRACTOR is a family day care provider, CONTRACTOR acknowledges that smoking in a private residence during the hours of operation as a licensed family day care home is prohibited by California law.

If CONTRACTOR is a licensed childcare center, CONTRACTOR acknowledges that smoking on the premises is prohibited by California law.

Provide healthy food and snack options when meals or foods are provided during the course of implementing the Scope of Work, per the approved budget, Exhibit B.

10. AUDITS & REPORTS

Annually, CONTRACTOR shall be responsible for the procurement and performance of an independent fiscal and compliance audit. Any audit undertaken must be performed in accordance with the following standards: Generally Accepted Auditing Standards, Governmental Auditing Standards, and OMB Circular A-133.

CONTRACTOR shall submit to COMMISSION within one hundred twenty (120) days of CONTRACTOR'S fiscal year-end the completed audit for the prior year.

An audit of a public agency, when performed pursuant to state law, will meet the requirements of this section.

COMMISSION reserves the right to require a program specific audit at COMMISSION'S discretion.

COMMISSION may request additional reports as deemed necessary or as required by the California State Children and Families Commission.

11. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COMMISSION at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COMMISSION shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COMMISSION. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

12. TERMINATION FOR CAUSE

The COMMISSION may terminate this Agreement for and be relieved of making any payments to CONTRACTOR, and all duties to contractor should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COMMISSION may proceed with the work in any manner deemed proper by the COMMISSION. All costs to the COMMISSION shall be deducted from any sum otherwise due the contractor and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COMMISSION provided by law.

13. CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on

COMMISSION'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COMMISSION, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation and/or continued retention of the necessary funds. In the event that funding is terminated and / or previously approved funds are de-appropriated or otherwise recaptured by the original funding entity, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COMMISSION arising from this Agreement shall be immediately discharged. COMMISSION agrees to inform CONTRACTOR no later than ten (10) calendar days after the COMMISSION determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COMMISSION prior to the final date for which funding is available. In the alternative, COMMISSION and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COMMISSION may, if funding is provided to the COMMISSION in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the COMMISSION may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

14. ASSESSMENT FOR LEVERAGING FUNDING

CONTRACTOR agrees to partner with COMMISSION in participating in necessary activities to assess opportunities for, and leverage external funding from, non-First 5 funding sources, as may be available for services described in CONTRACTOR'S Scope of Work.

15. EXTENSION OF CONTRACT

In the event the CONTRACTOR offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the CONTRACTOR is willing to negotiate any justifiable price increase at the time of any succeeding Contract renewal period, if applicable, and it would be economical and in the best interest of COMMISSION, and provided the services have been to the satisfaction of COMMISSION, COMMISSION reserves the right to extend any Contract resulting from this proposal on a term-by-term basis to the CONTRACTOR awarded the Contract.

16. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this agreement, the parties hereafter, by

mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law and which are signed by both parties. For any proposed revisions, CONTRACTOR shall submit a revised Scope of Work, Budget and/or Budget Narrative, for review and action by COMMISSION and/or COMMISSION Executive Director, per COMMISSION'S contract revision processes. In the event of any proposed modifications to CONTRACTOR'S budget, a budget revision must be approved prior to the expenditure of any funds in excess of prior-approved amounts.

17. DURABLE EQUIPMENT

Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as Exhibit B, having a useful life of three (3) years or greater or a value in excess of Five Thousand Dollars (\$5,000.00), shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the COMMISSION at the termination of this Agreement unless the COMMISSION, at its sole discretion, makes an alternative disposition.

18. CHANGES IN CONDITION

CONTRACTOR agrees to provide written notice within 14 calendar days to the COMMISSION if significant changes or events occur during the term of this agreement which could potentially impact CONTRACTOR'S progress toward, or completion of, the Scope of Work, including, but not limited to changes in CONTRACTOR'S management personnel, loss of funding, or revocation of the CONTRACTOR'S tax-exempt status, business license or permit.

19. ATTRIBUTION

CONTRACTOR will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by "FIRST 5 Merced County" with the official COMMISSION logo. (Official logo shall be provided CONTRACTOR for such use.) The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement at the sole discretion of COMMISSION.

CONTRACTOR shall be required on occasion to disseminate COMMISSION materials on various issues to further the objectives of COMMISSION'S Strategic Plan. Such materials will be provided to CONTRACTOR with reasonable notice and instructions for dissemination.

20. PROGRAM INCOME

In the event that any funds provided under this agreement result in program income

for CONTRACTOR (i.e., funds received from third party payor sources of any nature), COMMISSION may off-set future disbursements to CONTRACTOR in an amount up to the program income amount, at the COMMISSION'S sole discretion. CONTRACTOR shall notify and receive COMMISSION approval, prior to incurring any expenses of COMMISSION funds that may result in the earning of program income that COMMISSION may deduct from future disbursements.

21. **INSURANCE**

CONTRACTOR shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COMMISSION Attn: Certificates of Insurance, 260 E. 15th Street, Merced, California 95341. Certificates of Insurance shall be submitted to the COMMISSION within the first 90 calendar days of the contract term.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

(Note to Buyer – Waiver of auto & workers comp insurance “Use this clause only when appropriate to SCOPE OF WORK. If in doubt, coordinate with Risk Management”).

4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

(Note to preparer of this agreement: Professional Liability, as indicated,below should, only be inserted when contracting for clinical, medical, health, accounting, legal, insurance, advertising, architectural/engineering, or computer programming services.)

5. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be

separate and in addition to any CGL aggregate limit.

Insurance Conditions

Insurance is to be placed with admitted insurers rated by A.M. Best Co. As A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY Risk Manager.

Each of the above required policies shall be endorsed to provide the COUNTY and the COMMISSION with 30 days prior written notice of cancellation. Neither the County nor the COMMISSION is liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this agreement.

22. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless COMMISSION, its governing board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR'S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONTRACTOR, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COMMISSION. This duty shall arise at the first claim or allegation of liability against COMMISSION. CONTRACTOR will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted.

23. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent CONTRACTOR in the performance of the work duties and obligations devolving upon CONTRACTOR under this agreement. COUNTY and/or COMMISSION shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform his professional work and functions. The sole interest and responsibility of the COUNTY and the COMMISSION is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY and COMMISSION harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers compensation, unemployment insurance, social security, income tax, other statutes or codes applying to CONTRACTOR, or its sub-CONTRACTORS and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-CONTRACTORS and employees, if any, shall have no claim under this agreement or otherwise against the COUNTY or the COMMISSION for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

24. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, the COUNTY and/or the COMMISSION shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, premises, procedures, and activities pertaining to this agreement.

25. QUALITY OF SERVICE

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances, codes and regulations in performing its services. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its reports, and other related items or services.

26. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY and/or the COMMISSION as provided in this agreement are expressly conditioned upon the CONTRACTORS compliance with the provisions of the contract to the personal satisfaction of the COMMISSION and the COMMISSION shall determine compliance in good faith and as a reasonable person would under the circumstances.

27. COMPLETENESS OF AGREEMENT

This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement or any part thereof shall have any validity or bind any of the parties hereto.

28. COUNTY NOT OBLIGATED TO THIRD PARTIES

Neither the COUNTY nor the COMMISSION shall be obligated or liable hereunder to any party other than CONTRACTOR.

29. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The CONTRACTOR, the COUNTY and the COMMISSION agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, lobbying, and all other matters applicable to the CONTRACTOR, COUNTY and the COMMISSION, their sub-grantees, CONTRACTORS, or subcontractor and their work.

30. COUNTY'S AND COMMISSION'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by the COMMISSION, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COMMISSION or the County of any breach of covenant, or any default which may then exist, on the part of the CONTRACTOR, and the making of any such payment by the COMMISSION while any such breach or default shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under the agreement.

31. SUBCONTRACTS

CONTRACTOR assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by CONTRACTOR. CONTRACTOR shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract in excess of \$5,000 shall be in writing, containing a proposed Scope of Work and Budget, and be subject to the review and action by COMMISSION prior to approval and execution.

COMMISSION shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by CONTRACTOR, shall not require compensation greater than the approved total program budget as set forth in Attachment B to this Agreement.

CONTRACTOR shall be responsible to COMMISSION for the proper performance of any subcontract.

Subcontractors shall be subject to the same terms, conditions, data collection, and other reporting requirements, that CONTRACTOR is subject to under this Agreement.

32. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR'S personnel are expressly agreed to be the employees of the CONTRACTOR and not the employees of the COUNTY.

33. NOTICES

All notices, requests, demands or other communications under this agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- 1) Personal delivery. When personally delivered to the recipient. Notice is effective upon delivery.
- 2) First class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- 3) Certified mail. When mailed certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.
- 4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the senders account. Notice is effective on delivery, if delivery is confirmed by the delivery service.
- 5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

COMMISSION

First 5 Merced County
260 E. 15th Street
Merced, CA 95341
Attn: Executive Director

CONTRACTOR

Agency name
Address
City, State, Zip code
First and Last Name, Title

- b) Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission by the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery services.

c) Any party may changes its address or fax number by giving the other party notice of the change in any manner permitted by this agreement.

34. APPLICABLE LAW

All parties agree that this agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties to this agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any question of fact or law arising under this agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

35. WAIVER

Both parties reserve the right to waive any breach of this agreement and no waiver of any breach, failure of any term or any right to remedy contained in or granted by this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. This waiver shall not be construed as a waiver of any subsequent breach or failure of the same term, provision or condition or a waiver of any other term or condition in this agreement. This waiver does not establish or evidence any course of dealing between the parties.

36. BREACH OF CONTRACT

Upon breach of the agreement by CONTRACTOR, the COUNTY and the COMMISSION shall have all remedies, both in equity and/or at law, necessary to recover and satisfy CONTRACTOR'S obligation which it failed to provide as prescribed under the agreement.

37. REMEDY FOR BREACH AND RIGHT TO CURE

If CONTRACTOR fails to perform any agreement or obligation contained in this agreement, the COMMISSION may itself perform, or cause the performance of, such agreement and obligation. In that event, CONTRACTOR will on demand, fully reimburse the COMMISSION for all such expenditures. Alternatively, the COMMISSION at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COMMISSION by law or as otherwise stated in this agreement.

38. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of the agreement shall be binding and in full

force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

39. CONFLICT OF INTEREST

CONTRACTOR warrants and covenants that no official or employee of the COUNTY, or the COMMISSION nor any business entity in which an official of the COUNTY or the COMMISSION has an interest has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the COMMISSION.

40. EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall comply with U.S. Executive Order 11246 entitled, Equal Employment Opportunity as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CFC Chapter 60).

41. UNRUH CIVIL RIGHTS ACT

Pursuant to §51.5 of the California Civil Code, CONTRACTOR shall not discriminate or in any way limit access to the business services to be performed under this agreement on the basis of race, creed, religion, color, national origin, sex, disability or medical condition.

42. SECULAR ACTIVITIES

CONTRACTOR, in the performance of the services pursuant to this agreement, shall refrain from any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services provided shall be secular and CONTRACTOR shall have the obligation to ensure compliance with this provision by employees or anyone under CONTRACTOR'S control. The failure of CONTRACTOR to comply with this provision shall be deemed a material breach of this agreement.

43. DRUG-FREE WORK PLACE

CONTRACTOR shall comply with the provisions for a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

44. CAPTIONS

The captions of each paragraph in the agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the agreement or in any way affect it.

45. ASSIGNMENT

CONTRACTOR shall not subcontract or consign this agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining written consent by COUNTY and COMMISSION.

46. FEDERAL, STATE, AND LOCAL TAXES

CONTRACTOR shall pay all taxes lawfully imposed upon it with respect to this agreement or any product delivered with respect to this agreement. COUNTY and COMMISSION make no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on CONTRACTOR.

47. SEVERABILITY

If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

48. COPIES OF AGREEMENT

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

COMMISSION

Date: _____ Signature: _____
Scott Waite,
Executive Director, First 5 Merced County

CONTRACTOR

Date: _____ Signature: _____
First and Last name, Title
Agency Name

**APPROVED AS TO LEGALITY
AND FORM**

Date: _____ Signature: _____

Forrest Hansen,
Counsel for First 5 Merced County



ATTACHMENT 3 Proposed Budget Form

Agency Name: _____

Program Title: _____

Instructions: Complete this Proposed Budget form for each of the years for which funds are requested. Consult the budget Definitions List for line item detail. Insert additional rows to any section, as needed.

Proposed Program Budget				
Category Description	FY 22/23	FY 23/24	FY 24/25	Program Total
PERSONNEL:				
<i>Salaries and Wages</i>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub-total Salaries	\$0.00	\$0.00	\$0.00	\$0.00
<i>Benefits</i>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub-total Benefits:	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total Personnel:				
	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES:				
Rent/Space				\$0.00
Utilities				\$0.00
Office Expense (postage, printing, etc.)				\$0.00
Travel and Training				\$0.00
Audit Costs				\$0.00
Communications				\$0.00
Program Expenses				\$0.00
Other Expenses				\$0.00
Sub-total Operating Expenses:	\$0.00	\$0.00	\$0.00	\$0.00
INDIRECT COSTS: (not to exceed 10% of personnel costs-less fringe benefits)				
Sub-total Indirect Costs:	\$0.00	\$0.00	\$0.00	\$0.00
SUB-CONTRACTORS:				
Sub-total Sub-Contractors:	\$0.00	\$0.00	\$0.00	\$0.00
FIXED/CAPITAL ASSETS:				
Sub-total Fixed/Capital Assets:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FUNDS REQUESTED:				
	\$0.00	\$0.00	\$0.00	\$0.00



ATTACHMENT 3
Budget Justification Form



Complete this Budget Justification together with the Proposed Budget. The Budget Justification **MUST** have the same (matching) figures from the Program Total column from the Proposed Budget. That is, insert on this justification form the line item totals requested for all years of requested funding for your project.

For each line item, provide sufficient detail to clearly explain how the proposed funds will be utilized for each line item, and the basis upon which the line item totals are derived. Explain any year-to-year changes, if applicable. Use the Budget Definitions List provided at the end of this document for explanations of line item content.

BUDGET JUSTIFICATION FORM	FY 22/23	FY 23/24	FY 24/25	Program Total
<u>PERSONNEL</u>				
Salaries/Wages Justifications: (enter here)				
TOTAL Salaries/Wages:	\$0	\$0	\$0	\$0
<u>Benefits Justification: (enter here)</u>				
TOTAL Benefits:	\$0	\$0	\$0	\$0
TOTAL PERSONNEL:	\$0	\$0	\$0	\$0
<u>OPERATING EXPENSES</u>				
<u>Rent/Space Justification: (enter here)</u>				
TOTAL Rent/Space:	\$0	\$0	\$0	\$0
Utilities Justification: (enter here)				
TOTAL Utilities:	\$0	\$0	\$0	\$0
<u>Office Expenses Justification: (enter here)</u>				
TOTAL Office Expenses:	\$0	\$0	\$0	\$0

BUDGET JUSTIFICATION FORM	FY 22/23	FY 23/24	FY 24/25	Program Total
<u>Travel and Training Justification:</u> (enter here)				
TOTAL Travel and Training:	\$0	\$0	\$0	\$0
<u>Audit Costs Justification:</u> (enter here)				
TOTAL Audit Costs:	\$0	\$0	\$0	\$0
<u>Communications Justification:</u> (enter here)				
TOTAL Communications:	\$0	\$0	\$0	\$0
<u>Program Expenses Justification:</u> (enter here)				
TOTAL Program Expenses:	\$0	\$0	\$0	\$0
<u>Other Expenses Justification:</u> (enter here)				
TOTAL Other Expenses:	\$0	\$0	\$0	\$0
TOTAL OPERATING EXPENSES:	\$0	\$0	\$0	\$0
<u>INDIRECT COSTS</u>				
<u>Indirect Costs Justification:</u> (enter here)				
TOTAL Indirect Costs:	\$0	\$0	\$0	\$0
<u>SUBCONTRACTORS</u>				
<u>Subcontractor Costs Justification:</u> (enter here)				
TOTAL Subcontractor Expenses:	\$0	\$0	\$0	\$0

BUDGET JUSTIFICATION FORM	FY 22/23	FY 23/24	FY 24/25	Program Total
EXTERNAL/IN-KIND FUNDS (Optional).				
<u>External/In-Kind Funds Justification:</u> (enter here)				
TOTAL External/In-Kind Funds:	\$0	\$0	\$0	\$0
TOTAL FUNDS REQUESTED:	\$0	\$0	\$0	\$0

Budget Definitions List

Description	Definitions
Salaries/Wages (include detailed description of all personnel in budget justification)	This line item must identify each position/classification, salary range, and percent of time (i.e., FTE) to be funded under this grant.
Benefits	Express the benefits as a percentage of the aggregate salaries. Benefits cannot exceed those already established by the applicant prior to the award of the grant. Employer contributions or expenses for social security, life and health insurance plans, unemployment insurance, liability insurance and /or pension plans are allowable items.
Rent / Space	The costs of office rental/lease must be identified according to the total square feet, the cost per square foot, and the percentage of time being used for the proposed activities.
Utilities	Costs associated with power, heat, air conditioning, water, garbage and sewer services.
Office Expenses	Costs associated with office supplies, postage, copying, printing, etc., that are general to the operation of the program.
Travel and Training	Travel or training related to the administration of the project must be identified, as related to staff specific activities.
Audit Costs	Costs for obtaining a financial audit can be included in the budget; an independent financial audit of the project/organization must be obtained on an annual basis. Proposed audit costs requested of First 5 must be generally proportionate to the size of the proposed program compared to the overall agency budget.
Communications	Costs for telephone/fax line services, pages, cellular phones, internet access, etc.
Other Expenses (describe)	Costs that are not general operating or program costs, but are related to program operations. Include itemized list and costs in explanation. Examples include purchase of equipment and insurance. Note: Equipment purchases used solely for program activities are allowable if essential to the implementation and operation of the program.
Program Expenses (describe)	Costs that are essential to the provision of program services. Include itemized list and costs in explanation. Examples include purchase of program and outreach materials and incentives.
Indirect Costs	Identify the percent and amount of the indirect costs, as a percent of salaries/wages (total personnel, less fringe benefits). The maximum allowable indirect rate is 10 percent of salaries/wages.
Sub-Contractors	Subcontract services are those services provided on a contractual basis by individuals or organizations that are not employees of the applicant. List each specific subcontractor and the proposed subcontract amounts. .
External/In-kind Funds	Identify any external or in-kind funds that will be used toward this program. Include amount and description of source. (Optional)

