

# REQUEST FOR PROPOSALS

## Innovation-Grants

(July 1, 2021 through June 30, 2022)



February 2021

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### Attachments

Attachment 1 – Proposal Cover Sheet and Certification Form

Attachment 2 – General Terms and Conditions for First 5 Contractors

Attachment 3 – Budget and Budget Justification Form

**TIMELINE FOR REQUEST FOR PROPOSALS**

<u>ACTIVITY</u>	<u>DATE</u>
Release of Request for Proposal (RFP)	February 23, 2021
Deadline for Submitting Questions for Clarification	March 26, 2021, at 4:00 pm PST
Closing Date (Deadline) for Proposals	April 9, 2021 at 4:00 pm PST
Review of Proposals Begins	April 12, 2021
Discussion Period with Responsive Applicants Begins (if necessary)	May 3, 2021
Notification of Intent of Award	June 1, 2021
Funding Recommendations Presented for Commission Action	June 7, 2021
Contract term Commences for Selected Applicants	July 1, 2021

*NOTE: All dates are subject to change.*



## **First 5 Merced County Request for Proposals (RFP)**

All Proposals including one (1) signed original and five (5) copies must be received  
by:

**April 9, 2021 4:00 p.m. PST**

If delivering proposals in person, they will be considered late at 3:01 p.m. by the clock at the **First 5 Merced County office located at the Department of Public Health, 260 E. 15<sup>th</sup> Street**. Late proposals will not be evaluated during the initial review. If all funding is not awarded applications will be reviewed on a as submitted basis.

**Mail or hand deliver proposals to:**

**First 5 Merced County  
Attn: Innovation Grant  
260 E. 15<sup>th</sup> Street  
Merced, CA 95341**

## **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.

### **First 5 Merced County Vision**

All children in Merced County will thrive in supportive, loving and nurturing environments and enter school healthy and ready to learn.

### **First 5 Merced County Mission**

To provide for the optimal physical, social, emotional and intellectual growth of young children in Merced County.

### **First 5 Merced County Guiding Principles**

- 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.

## **SECTION 1**

### **INTENT OF THE REQUEST FOR PROPOSALS**

#### **A. Introduction and Intent**

This Request for Proposals (RFP) is designed to solicit proposals for funding from qualified applicants for innovative projects that support and strengthening families, improve child health and increase the availability and quality if early learning efforts that meet First 5 Merced County’s standards and contribute to achieving intended outcomes. A comprehensive list of objectives and strategies can be found in the First 5 Merced Strategic Plan located on our website.

##### **1. Innovation Grants**

Innovation grants are intended to fund activities that result in long-term change to an organization’s culture, professional norms, policies, procedures, or increase efficiencies that have impact on children 0-5 and/or their families. Activities may include training or staff development programs, establishing new professional or community norms, technology enhancements, or start-up costs associated with the new initiative.

Proposals in this category require thoughtful consideration of current policies, procedures, relationships, resources, norms, culture or power structure and how implementation of the proposal will change the system of interest and related to First 5 Merced County’s objectives. Proposals must target unique and identifiable change and clearly demonstrate long-term impacts the grant will have on the target population(s), which includes, children 0-5 and their families/caregivers.

Proposals must identify alignment with the First 5 Commission’s objective within the First 5 Merced County Strategic Plan 2020 - 2025

#### **B. Contract Term**

This RFP solicits proposals for services to begin as early as July 1, 2021 and to extend through as late as June 30, 2022. Proposed interventions may be contracted for up to 12 months or less dependent on factors that may include, but are not limited to, proposed intervention, contractor performance and effectiveness, or availability of funds. First 5 Merced County reserves the right to consider and recommend funding for a lesser *duration* when consistent with the intent of this RFP.

#### **C. Availability of First 5 Funds**

Originally, the Commission allocated \$300,000 for Innovation Grants contracts for the 21/22 fiscal year.

Additional funding will be allocated in subsequent years to support longer term contracts.

First 5 Merced County expects to fund up to a maximum of \$100,000 for the duration of any contract period. Applicants can propose any combination of funding over the 12

months timeframe, as long as it does not exceed \$100,000 total. For example, an applicant can propose \$50,000 in the first 6-months and \$50,000 in the subsequent year. The maximum total funding request the First 5 Commission will consider is \$100,000.

Organizations may submit more than one proposal for distinct sets of proposed interventions. Specific amounts for proposals will depend upon the nature and scale of the proposed interventions and the degree to which a proposal contributes to the First 5 Merced County Commission's goals relative to total available funds. Applicants must clearly align proposals with First 5 Merced County's Strategic Plan goals and objectives.

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. First 5 Merced County also reserves the right to fund proposals outside of the stated range if it achieves the intent of this RFP.

**D. Notice to Applicants**

Prior to proceeding further, the reader is strongly encouraged to review the Contracting Requirements section on page 21 of this RFP which provides:

- Essential information on eligibility;
- Contract requirements and process;
- Important mandates regarding not supplanting;
- Use of Proposition 10 (First 5) funds solely for the benefit of children 0 - 5 years and their families/caregivers.

## **SECTION 2**

### **SERVICE POPULATIONS AND INTERVENTIONS**

#### **A. Target Populations**

When developing proposals in response to this RFP, applicants may propose interventions for any *target population* of their choosing. However, applicants are required to align proposals with First 5 Merced County's Strategic Plan, which was developed over time with community input. Proposals will be required to address adherence to the Priority Area and Objectives. Applicants shall also be aware that each proposal will be reviewed and scored relative to the Proposal review criteria (see Evaluation Criteria section, on page 16).

Proposals must include a clear description of the intended target population(s) for the First 5 Commission to make the most discerning funding decisions. Proposals also must target unique and identifiable system-level change and clearly demonstrate long-term and sustainable impacts the grant will have on the target population(s), which includes, either directly or indirectly, children 0-5 and their families/caregivers.

#### **B. Types of Eligible Proposals**

Acceptable proposals types may include but are not limited to: Community education/mobilization activities, coalition building, policy/advocacy interventions, organizational/staff capacity building efforts. Outcomes must include any or all of the following: change to an organization's culture, professional norms, policies, procedures, or increase systems efficiencies that have impact, on children 0-5 and/or their families. Activities may include training or staff development programs, establishing new professional or community norms, technology enhancements, or start-up costs associated with the new initiative.

**Applicants are encouraged to be creative and utilize the full range of latitude offered by this RFP.**



### **SECTION 3**

#### **INFORMATION TO APPLICANTS**

**A. Request for Proposals Closing Date and Submission Information**

Proposals must be received by First 5 Merced County on or before 4:00 PM on April 9, 2021. Proposals shall be presented under sealed cover and mailed or delivered to:

First 5 Merced County  
Attn: Innovation Grants  
260 E. 15<sup>th</sup> Street  
Merced, California 95341

**No oral, email, or faxed proposals will be considered. Proposals received after the deadline will be .**

Late proposals will not be evaluated during the initial review. If all funding is not awarded, applications will be reviewed on a as submitted basis, regardless of postmark date and will remain unopened until after the initial RFP process is complete. If delivering proposals in person, they will be considered late at 3:01 PM by the clock at the Department of Public Health offices. 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 programs and/or 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. Entities without a business license or a business tax identification number must locate a fiscal agent prior to receiving First 5 funding.

**C. Submission of Multiple Proposals**

A legal organization or entity may submit one (1) or more proposals for consideration in response to this RFP. In most cases, multiple proposals will be submitted from larger entities which have multiple departments or sub-units. However, more than one proposal can be submitted from a department or sub-unit if the proposals are clearly distinct, and propose unique interventions for different intended service populations.

**D. 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.

**E. 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 4:00 PM on March 26, 2021. Questions are to be addressed to: Scott Waite, Executive Director, First 5 Merced County [first5@countyofmerced.com](mailto:first5@countyofmerced.com) or (209) 385-7337.

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.

**F. 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 proposal, 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 efforts to achieve its Desired Outcomes and Objectives.

**G. 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 First 5 Merced County Commission will have authority to approve awards to qualifying applicants and approve/reject the final contract. Refer to the Contracting Requirements section, page 21 to be fully apprised of the contract requirements.

**H. 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.

**I. 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.

**J. 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.

**K. 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 without the written consent of the Applicant.

**L. 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.

**M. 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.

**N. 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.

**O. 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 signed. 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 will not be made available.

**P. 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.

**Q. 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.

**R. 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.

**S. 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.

**T. 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 4

### 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, 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 instead binder clip each proposal together.

**B. Number of Copies**

Applicants must provide one (1) original proposal with signatures in blue ink by an individual legally authorized to bind the agency/organization.

**C. 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. Proposal Narrative
6. Proposed Budget and Budget Justification

**D. Proposal Instructions**

1. **Proposal Cover Sheet and Certification Form**: Complete the Proposal Cover Sheet and Certification Form provided in the Attachments section. 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 summarizes the proposed Innovation Grant, the specific outcome(s) pursued, the service population targeted, the proposed budget amount, and proposed subcontractors (if applicable).
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 to the requirements and conditions taken by the Applicant. The Applicant's exceptions should give an explanation as to why the Applicant is taking exception to the specific requirements. If no exceptions are taken, Applicant is to state, "No Exceptions Taken" in this section,

and First 5 Merced County assumes that the Applicant's proposal meets all RFP requirements as specified.

5. **Proposal Narrative:** Provide a Narrative NOT exceeding ten (10) pages in length that addresses the items listed below. Proposals *less* than ten pages in length that concisely provide the requested information and enable reviewers to have a clear understanding of the proposed effort are welcomed.

## E. Content Requirements

This section describes the proposal content requirements. Applicants must also include the Proposed Budget and Budget Justification form provided in the Attachments section.

### **Part A: Organizational Description and Capacity** (suggested length – 1 page)

**Administrative:** Describe the Applicant's organization. If the proposed intervention(s) are to be implemented by a department or other sub-unit of a larger entity, describe the department or sub-unit. Include the organizational/departmental mission, the years in operation in Merced County, annual operating budget, number of (FTE) employees, a statement regarding the entity's good standing and qualifications to enter into contracts and provide services in the county, and any other information describing the Applicant's capability to manage, administer, and fulfill contractual commitments. Provide this information for proposed subcontractor(s), if applicable.

**Programmatic:** Describe the Applicant's programmatic experience, major accomplishments, and/or other related activities and organizational assets that are *specifically relevant to the services the Applicant proposes* to implement. Include experience working with children 0-5 and/or the specific service population(s) proposed to serve. **Describe any previous funding from First 5 Merced County by program name and date. Provide this information for proposed subcontractor(s), if applicable.**

### **Part B: Proposed Goals and Service Population(s) to be Addressed** (suggested length – 1 page)

Provide a concise description of the specific goal(s) of the proposal and the expected outcomes from implementation and execution of the overall proposal. Include how this intervention will assist in accomplishing First 5's Strategic Plan and objectives. This section will answer the question, "What will the proposal achieve, change, or improve, and among who?"

In describing the intended change, describe the degree of "need" for the change, among who, why the change is important for this population and the specific goals to be achieved. (e.g., what is the baseline level of functioning/performance/effectiveness compared to the goals of your program). If possible please refer to the First 5 Merced County Needs Assessment completed April 2020, it is available on our website. If no baseline data is available, describe the methods to measure the success of the proposal. Include realistic expectations about how the proposed services will result in change. Please describe any anticipated barriers or dynamics that may impact your efforts.

Consider providing relevant demographic, trending, testing, socioeconomic, and other statistical data or descriptive characteristics that convey the depth of understanding of the need for change among the population and what needs your proposal aims to address, if applicable.

Note: This section may vary depending on the specifics pursued and the nature of the particular intervention(s) proposed. Populations impacted may include children, parents / families, organizations / providers / businesses, the community at-large, inter-organizational service systems, policymakers / key opinion leaders, etc.

**Part C: Rationale for Proposed Interventions** (suggested length – 1-2 pages)

Describe the innovation: Provide a description of the specific work required to achieve the overarching goal and ensure the goal relates to First 5 Merced County’s Strategic Plan and objectives. If the project requires planning or organizing time, state the reason and estimated time required to plan, along with major activities that will take place during planning or organizing

This brief response will answer the question: “What are the primary tasks, activities, or other efforts the Applicant will implement?”

Rationale: Describe the rationale supporting the selection of the proposed change. Include any information that substantiates why this innovation is likely to have the desired impact with the targeted population.

Utilize the appropriate evidence base from scientific and research literature, studies or reports; program evaluation data or outcomes, or any other information that establishes that the selected innovation is likely to be successful.

This response will answer the question “How likely will the interventions produce the proposed results?”

**Part D: Program Description** (suggested length - 3 pages)

Provide a concise narrative description of your program plan. Include sufficient detail to clearly convey to the Review Committee “what, where, when, how, and with whom.”

The response to this section will be dependent upon the type of initiatives included in the proposal, the systems impacted, the level(s) of intervention, the selected service population, and overarching goals.

Generally-speaking, responses to the following types of questions may be helpful in guiding the writing of this section:

- ✓ *What planning or organizing steps are required or have been accomplished in order to create proposed innovation?*
- ✓ *How will you identify, outreach to, or otherwise engage others in proposed innovation?*
- ✓ *What policy or systems will be changed? What are the intended and unintended consequences?*
- ✓ *How will individuals (and/or other service population types) learn about the intended innovation?*
- ✓ *How will this work account for the cultural and linguistic diversity of any population impacted by the innovation? Is the intended innovation related to racial, cultural or linguistic change? If so how?*
- ✓ *With whom will you partner and/ or subcontract (if applicable) to implement this innovation? For what particular services or activities will you partner or subcontract?*
- ✓ *What are the anticipated challenges and barriers to this innovation? What unique or responsive steps will be taken to successfully address anticipated challenges or barriers?*
- ✓ *For multi-year proposals, what are the planned changes, modifications, or sequences of primary activities that are expected over the course of the entirety of the contract term?*

**Part F: Evaluation Approach** (suggested length – 1/2-page)

Describe how you propose to evaluate the outcomes of the proposed innovation. Include the incremental outcomes that can be identified along with the overarching, specific, expected outcome(s) that will indicate success. (i.e., what measurable indicators are expected?) Identify methods used to collect data on these indicators, as well as what staff, budgetary, or other resources are planned for evaluation.

Note: All successful applicants will be required to participate in First 5 Merced County's evaluation activities including use of an on line data management system for data entry and program reporting. Additional evaluation requirements may be proposed by First 5 Merced Staff, Commissioners, or Sub-Contractors. While kept to a minimum, contractors can expect to participate in periodic, mandatory evaluation training.



**Part G: Staffing Plan** (suggested length – 1/2 page)

Describe the staffing configuration for the proposed work (partial positions, augmentations of FTEs), along with the experience, certifications and/or special qualifications or training required, if applicable. Describe the primary functions of each position. If staff is already identified for the proposed positions, describe the specific qualifications and any particular strengths the identified individual(s) bring to the position(s).

**Part H: External and In-kind Funds** (suggested length – 1/2 page)

Describe whether any external, non-First 5 funding will be available to support the proposed innovation, if selected for funding. Proposals that have support from additional sources, rather than solely First 5 funding, will be more favorably considered. Describe the amounts and sources and state whether the funds will reduce the needed First 5 funding, or if the external funds will expand the services. Include instances in which First 5 funds, if received, will be used to match or leverage funds from other funding sources. Additionally, describe any in-kind resources that will be available to support the project during its term, along with the estimated equivalent value of such resources.

*A complete Proposal Narrative should include all of the following components, as described above:*

- Organizational Description and Capacity
- Proposed Goals and Service Population(s)
- Rationale for Proposed Intervention
- Program Description
- Evaluation Approach
- Staffing Plan
- External and In-kind Funds

**SECTION 5****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**

All application packets submitted timely will first be subject to technical review to ensure that the proposal meets the requirements. 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.

The selection of funding recipients under this RFP will be guided first and foremost by the merits of each proposal in directly contributing to the achieving the First 5 Merced County’s goals related to the Strategic Plan. As such, relevant scoring criteria are included.

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

10 points	Organizational Capacity
20 points	Proposed Goals and Service Population(s)
25 points	Merit of Proposed Services and Program Description
15 points	Alignment of Proposed Initiative with First 5 Merced County Strategic Plan
10 points	Funding partnerships other than First 5 Merced County
10 points	Proposed Budget/Budget Justification
10 points	Evaluation Approach
<b>100</b>	<b>Total Points Possible</b>

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 and 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. 15<sup>th</sup> 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 6**

### **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 is instead a reference point for entering 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.

**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. The contract will not be binding on either the Commission or the Applicant until executed by each.

**C. Non-Supplanting / 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 7**  
**CONTACT INFORMATION**

First 5 Merced County is eager to facilitate your 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. 15<sup>th</sup> Street  
Merced, CA 95341  
Phone: (209) 385-7337  
E-mail: [first5@countyofmerced.com](mailto:first5@countyofmerced.com)



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

Applicant Agency Name: \_\_\_\_\_

Proposed Program Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street / P.O. Box

City

State

Zip Code

Contact Person: \_\_\_\_\_

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, 2021 – June 30, 2022) = \_\_\_\_\_

**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. 15<sup>th</sup> 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. 15<sup>th</sup> 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  
**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 21/22	Other Funding	Program Total
<b><u>PERSONNEL</u></b>			
<b>Salaries/Wages Justifications: (enter here)</b>			
<b>TOTAL Salaries/Wages:</b>	\$0	\$0	\$0
<b><u>Benefits Justification: (enter here)</u></b>			
<b>TOTAL Benefits:</b>	\$0	\$0	\$0
<b>TOTAL PERSONNEL:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>OPERATING EXPENSES</u></b>			
<b><u>Rent/Space Justification: (enter here)</u></b>			
<b>TOTAL Rent/Space:</b>	\$0	\$0	\$0
<b>Utilities Justification: (enter here)</b>			
<b>TOTAL Utilities:</b>	\$0	\$0	\$0
<b><u>Office Expenses Justification: (enter here)</u></b>			
<b>TOTAL Office Expenses:</b>	\$0	\$0	\$0

<b>BUDGET JUSTIFICATION FORM</b>	<b>FY 21/22</b>	<b>Other Funding</b>	<b>Program Total</b>
<b><u>Travel and Training Justification:</u> (enter here)</b>			
<b>TOTAL Travel and Training:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Audit Costs Justification:</u> (enter here)</b>			
<b>TOTAL Audit Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Communications Justification:</u> (enter here)</b>			
<b>TOTAL Communications:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Program Expenses Justification:</u> (enter here)</b>			
<b>TOTAL Program Expenses:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Other Expenses Justification:</u> (enter here)</b>			
<b>TOTAL Other Expenses:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL OPERATING EXPENSES:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>INDIRECT COSTS</u></b>			
<b><u>Indirect Costs Justification:</u> (enter here)</b>			
<b>TOTAL Indirect Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>SUBCONTRACTORS</u></b>			
<b><u>Subcontractor Costs Justification:</u> (enter here)</b>			
<b>TOTAL Subcontractor Expenses:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

BUDGET JUSTIFICATION FORM	FY 21/22	Other Funding	Program Total
<b>EXTERNAL/IN-KIND FUNDS (Optional).</b>			
<u>External/In-Kind Funds Justification:</u> (enter here)			
<b>TOTAL External/In-Kind Funds:</b>	\$0	\$0	\$0
<b>TOTAL FUNDS REQUESTED:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## 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)

