

**CONTRA COSTA COUNTY EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU**

**HEAD START DELEGATE
REQUEST FOR PROPOSALS (RFP) 1184**

The Contra Costa County Employment and Human Services Department (EHSD) Community Services Bureau (CSB) is announcing Request for Proposals (RFP) 1184 to deliver quality high-quality early learning and development and comprehensive services under the federal Head Start (HS) Program as a delegate agency in the eastern portion of Contra Costa County.

The Head Start program provides high quality, comprehensive early education programming to low-income children and families so that children start school ready to succeed. This RFP also presents the opportunity for the selected delegate agency to serve children ages zero (0) through five (5) as a sub-recipient of layered Head Start and State funds to operate and serve children through a full-day model.

Funds are available to qualified bidders that provide services in support of the County's Head Start program. Head Start Delegate funding is available in the amount of \$1,160,876. Additionally, Head Start and State Childcare Partnership funds are available in the amounts of \$532,274 and \$1,893,225 respectively. The County has the ability to award the successful Bidder(s) a 6-month contract with the possibility of a 12-month contract renew based upon satisfactory performance and available funding. Funding consists of Federal and State funds that are passed through the Administration of Children and Families (ACF), California Department of Education (CDE) and California Department of Social Services (CDSS). We anticipate a single agency will be awarded contracts from this RFP for a total of \$3,586,375 for the period July 1, 2022 through December 31, 2022.

Please read this entire packet carefully.

Final proposal submission will be due
by 5:00 pm on Friday, February 25, 2022

Call the Employment and Human Services Department, Contracts Unit
at (925) 608-4969 with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.



TABLE OF CONTENTS

| | |
|--------------------------------------------------------|----|
| SECTION 1: LEGAL NOTICE..... | 3 |
| SECTION 2: RFP TIMELINE | 5 |
| SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION..... | 6 |
| 3.1 Solicitation..... | 6 |
| 3.2 Qualified Bidders..... | 7 |
| 3.3 Estimated Funding..... | 7 |
| 3.4 Questions about RFP..... | 9 |
| 3.5 Ex Parte Communication | 9 |
| 3.6 Right to Amend or Cancel..... | 9 |
| 3.7 Restriction and Disclosure | 9 |
| SECTION 4: PROGRAM DESCRIPTION..... | 11 |
| 4.1 General..... | 11 |
| 4.2 Purpose and Goals of the Head Start Program..... | 11 |
| 4.3 Service Priorities | 11 |
| 4.4 Program Requirements..... | 12 |
| 4.5 Program Monitoring and Evaluation..... | 14 |
| SECTION 5: REQUIRED PROPOSAL FORMAT | 17 |
| 5.1 General Submittal Requirements | 17 |
| 5.2 Formatting Requirements..... | 18 |
| 5.3 Required Documents | 19 |
| 5.4 Proposal Outline and Content..... | 19 |
| 5.5 Proposal Checklist | 24 |
| SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD | 26 |
| 6.1 Evaluation Process | 26 |
| 6.2 Compliance Review | 26 |
| 6.3 Fiscal Review..... | 26 |
| 6.4 Bureau Committee Review | 27 |
| 6.5 Scoring Methodology | 27 |
| 6.6 Appeals Process | 35 |
| 6.7 Contract Award and Negotiations..... | 36 |
| 6.8 Contract Terms and Litigation Warranty..... | 36 |
| SECTION 7: CONTRACTING REQUIREMENTS..... | 38 |
| 7.1 County Contract Requirements | 38 |
| 7.2 Additional Requirements..... | 38 |
| 7.3 Type of Contract | 39 |
| 7.4 Discrimination and Confidentiality | 39 |
| 7.5 Monitoring, Reporting and Record Keeping | 40 |
| SECTION 8: REQUIRED FORMS | 42 |
| 8.1 FORM #1: Proposal Cover Statement..... | 43 |
| 8.2 FORM #2: Statement of Qualifications..... | 44 |
| 8.3 FORM #3: Board of Directors..... | 46 |
| 8.4 FORM #4: Program Budget | 47 |
| 8.5 FORM #5: Scope of Work..... | 62 |
| 8.6 FORM #6: Program Service Estimates | 63 |



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

| | |
|-----------------------------------|----|
| SECTION 9: APPENDICES..... | 65 |
| 9.1 GENERAL CONDITIONS | 65 |
| 9.2 SPECIAL CONDITIONS | 73 |
| 9.3 SUBRECIPIENT MONITORING | 77 |



SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP) 1184

COMMUNITY SERVICES BUREAU

HEAD START (HS) DELEGATE

The Contra Costa County Employment and Human Services Department (EHSD), Community Services Bureau (CSB), announces the issuance of Request for Proposals (RFP) 1184, making available up to \$1,160,876 for qualified organizations to deliver Head Start (HS) services as a delegate agency serving 257 eligible children and their families in east Contra Costa County for the period of July 1, 2022 through December 31, 2022. Additionally, up to \$2,425,499 is available through an initial six-month partnership to provide infant, toddler, and preschool child development services to 341 eligible children. CSB's goal is to ensure continuing availability of quality early childhood education to low-income and other eligible families in the service area using existing facilities where possible. CSB intends to contract with an organization that demonstrates commitment and capacity to operate a Head Start program that raises the quality of early care and education in the community and helps children start school ready to succeed. Head Start is governed by Program Performance Standards that define the scope of services necessary to support children's development and school readiness. Performance Standards are found within 45 CFR Parts 1301-1305.

Head Start Delegate Funding in the amount of \$1,160,876 will be available through the contract process to provide Head Start program services to eligible children and their families in East Contra Costa County, California. This dollar amount includes base funding of \$1,156,876 (for use in program operations, staff, materials, equipment, facilities, etc.) and \$4,000 in technical assistance (TA) funding. The appropriate use of training and technical assistance funds for the purposes of improving program quality and helping prepare children to succeed in school, are described in Section 648 of the Head Start Act. The County has the ability to award the successful Bidder(s) a 6-month contract with the possibility of annual contract renewal based upon satisfactory performance and available funding. Funding consists of federal funds that are passed through the Administration for Children and Families (ACF).

Partnership Funding in the amount of \$ 2,425,499 will be available through the contract process to provide full-day services employing Head Start / State Preschool and Early Head Start / General Childcare collaborative program models. The County has the ability to award the successful Bidder(s) a 6-month contract with the possibility of annual



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

contract renewal based upon satisfactory performance and available funding. Partnership funding consists of both federal and state funds that are passed through the Administration for Children and Families (ACF), California Department of Education (CDE) and California Department of Social Services (CDSS). Partnership agencies must comply with requirements set forth in State Funding Terms and Conditions as well as the Head Start Program Performance Standards.

CSB anticipates a single agency will be awarded contracts from this RFP.

Bidders' proposals are due by Friday, February 25, 2022, 5:00 pm without exception. For complete RFP details and submission requirements, a copy of the RFP is available on the EHSD website: <https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.



SECTION 2: RFP TIMELINE

| <u>Event/Location</u> | <u>Date</u> |
|--------------------------------------------|----------------------------------------|
| RFP Published & Announced | January 21-24, 2022 |
| Questions about RFP due to EHSD (e-mail) | February 3, 2022 |
| Responses about RFP from EHSD (published) | February 11, 2022 |
| Deadline for RFP Submission to EHSD | Friday, February 25, 2022, 5 pm |
| EHSD Contracts Compliance Review | February 28 – March 3, 2022 |
| EHSD CSB Fiscal Review | March 4 - 10, 2022 |
| EHSD CSB Programmatic Evaluation / Review | March 4- 10, 2022 |
| Award Letter Sent | Monday, March 14, 2022 |
| Appeal Period (30 Days) | March 14 - April 15, 2022 |
| Contract(s) Negotiations / Development | April – May, 2022 |
| Board of Supervisors' Authorization | June, 2022 |
| Contract Start Date | July 1, 2022 |

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit
 Contact Phone: (925) 608-4969
 Contact Fax: (925) 313-1517
 Contact Email: contractbid@ehsd.cccounty.us

****Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1184" in the subject line, by January 31, 2022. Responses to questions will be posted on EHSD website under "RFP 1184" by February 2, 2022.**



SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposals (RFP) is to identify and fund an organization that has interest in and the capacity to provide comprehensive early education programming to low-income children and families within the eastern portion of Contra Costa County as a delegate agency for Community Services Bureau's (CSB) Head Start grant.

The Community Services Bureau is the Community Action Agency for Contra Costa County and the largest childcare provider in the county, offering services in thirteen (13) directly operated and over twenty (20) partner centers. The mission of CSB is to support individuals and families to thrive as contributing members of the community by providing high quality services and learning opportunities.

Furthering this mission, Head Start provides CSB with the opportunity to promote child and family development outcomes through provision of high-quality, comprehensive early education services. The Head Start program promotes school readiness by enhancing the social, cognitive, and emotional development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families. Language, literacy, mathematics, and science are among the key domains that must be addressed through Head Start. Additionally, the program emphasizes family engagement because of the critical role that parents play in supporting their children's healthy development and school success. CSB is soliciting proposals for a third-party contractor with the capacity to operate and provide childcare services in East County, preferably meeting the need for services in the cities of Pittsburg and Antioch. CSB's goal is to ensure continuing availability of quality early childhood education to low-income and other eligible families in the service area using existing facilities. Additional funding opportunities, through partnership contract negotiations, may be available to the selected bidder to support provision of full-day childcare. CSB intends to enter in to a partnership with the selected Delegate Agency by sub-contracting childcare slots from the County's existing California State Preschool (CSPP) and General Childcare (CCTR) contracts.

Interested bidders should be able to demonstrate recent direct experience operating Community Care licensed childcare centers or programs in California, experience operating Head Start and Early Head Start programs or similar early childhood education programs for infants through preschool, knowledgeable staff members qualified to sensitively serve the needs of a diverse client population.

This RFP includes a schedule for proposal procedures and deadlines, describes the services required, provides instructions and forms for the preparation and submittal of the proposal, outlines the review process, and contains administrative and program information useful to prospective bidders.



3.2 Qualified Bidders

Eligible bidders are any local public or private non-profit agency, including community-based and faith-based organizations, or for-profit agency within a community, pursuant to the Head Start Act, 42 U.S.C. § 9836(a)(1). Individuals, foreign entities, and sole proprietorship organizations are not eligible. Eligible Bidders are agencies that on their own, or in formalized partnership with other organizations, have adequate controls and personnel to provide comprehensive Head Start services as defined in Section 4. Qualified bidders must demonstrate:

- Adequate controls and personnel to provide the program services requested within this RFP.
- A capacity for collaboration and interagency coordination.
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 8. REQUIRED FORMS).

3.3 Estimated Funding

Community Services Bureau’s total Delegate program funding for Head Start services provided to 257 children within eastern Contra Costa County for the budget period of January 1, 2022 through December 31, 2022 is \$2,321,753. CSB anticipates maintaining federal funding levels in successive years and will apply for year 5 funding through the continuation grant application process in October 2022.

The initial contract period is from July 1, 2022 through December 31, 2022 with a budget of \$1,160,876. Thereafter, contractor(s) will be engaged in the annual contract renewal process with contract terms aligning with the grant budget period of January through December. However, the subsequent effective date of the renewed contract and the funding amount is dependent upon the availability of funds at the time the agreement goes into effect and achievement of outcomes during the current contract period.

CSB’s goal is to ensure continuing availability of quality early childhood education to low-income and other eligible families in the service area using existing facilities where possible. Therefore, CSB intends to enter into a partnership with the selected Delegate Agency by sub-contracting childcare slots from the County’s existing California State Preschool (CSPP) and General Childcare (CCTR) contracts. CSB encourages bidders to use a layered-funding approach to program design to enhance services and ensure adequate funds for provision of full-day services, which may include delegate Head Start slot collaboration with part-day or full-day State slots. Partnership funding is available to support the following slots and program models:

| Partner Program Model | No. Slots |
|-------------------------------------|------------------|
| Head Start / State Preschool (CSPP) | 170 |



| | |
|---------------------------------------------|-----|
| Early Head Start / General Childcare (CCTR) | 73 |
| Part-Day State Preschool (CSPP) | 33 |
| Full-Day State Preschool (CSPP) | 65 |
| Total Partnership Slots: | 341 |

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

- 45 CFR Part 97 - Consolidation of Grants to the Insular Areas*
- 45 CFR Part 1355 -General*
- 45 CFR Part 1357 -Requirements - Applicable to Title IV-B*
- 2 CFR Part 200 - Office of Management and Budget Guidance*
- 2 CFR Part 225- Cost Principles for State, Local and Indian Tribal Governments*
- 2 CFR Part 376- Nonprocurement Debarment and Suspension*
- 2 CFR Part 382- Requirements for Drug-Free Workplace (Financial Assistance)*
- 45 CFR Part 16 - Procedures of the Departmental Grant Appeals Board*
- 45 CFR Part 30 - Claims Collection*
- 45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964*
- 45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title*
- 45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance*
- 45 CFR Part 86 - Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance*
- 45 CFR Part 87- Equal Treatment for Faith-Based Organizations*
- 45 CFR Part 91 - Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance*
- 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments*
- 45 CFR Part 93 -New Restrictions on Lobbying*
- 45 CFR Part 95- General Administration -Grant Programs*
- 45 CFR Part 100 - Intergovernmental Review of Department of Health and Human Services Programs and Activities*
- 2 CFR Part 230 - Non-Profit Organizations*
- 48 CFR Part 31 - Commercial Vendors or Subcontractors*

The federal funds are identified as follows:

Federal Award Identification Number (FAIN) is: 09CH010862

Subaward Period of Performance: 7/1/2022 to 12/31/2022

Catalog of Federal Domestic Assistance Number (CFDA) is: 93.600

Program Title: Head Start

Agency: Department of Health and Human Services



Office: Administration for Children and Families

Funding levels are dependent upon Federal Legislation and the approval of the County's application for funds.

3.4 Questions about RFP

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD. Questions must be submitted by January 31, 2022 via e-mail to contractbid@ehsd.cccounty.us with "RFP 1184" in the subject line. Responses to the questions will be posted on the EHSD website in the "Contracting Opportunities" page under "RFP 1184" by February 2, 2022.

3.5 Ex Parte Communication

EHSD will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP bidders from contacting members of the Community Services Bureau (CSB) to provide information regarding this RFP to any Bidder.

3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of EHSD.

3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



SECTION 4: PROGRAM DESCRIPTION

4.1 General

The Head Start program is administered by the Administration for Children and Families (ACF), an operating division (OPDIV) of the U.S. Department of Health and Human Services (HHS). ACF funds Community Services Bureau to operate a Head Start program that raises the quality of early care and education in the community and helps children start school ready to succeed. School readiness requires that children are cognitively, physically, socially and emotionally prepared to continue to make progress as they enter Kindergarten. Effective Head Start programs help children develop in each of these areas. As a Head Start grantee, CSB seeks to select a delegate agency that is able to utilize the best evidence-based early education practices in their programs to support high-caliber classroom instruction and effective family engagement and health promotion. [Head Start Programs | The Administration for Children and Families \(hhs.gov\)](#)

4.2 Purpose and Goals of the Head Start Program

Head Start is designed to increase the number of low-income children receiving high-quality, comprehensive early education services that help facilitate healthy development, including physical and social/emotional development, and prepare them for school success. To meet this goal, it is critical that Head Start funds awarded through this funding opportunity announcement do not supplant existing services. Thus, an entity receiving a Head Start grant must: 1) expand the number of children it is serving relative to the number it would serve in the absence of the grant, and/or 2) improve the services provided to children it would serve in the absence of the grant.

4.3 Service Priorities

CSB is seeking bidders and soliciting proposals to deliver services to eligible children and families in the eastern portion of Contra Costa County. Head Start serves children when they are at least three years old by the date used to determine eligibility for public school in the community where the Head Start program is located. Programs serve families who have incomes below the poverty line or are eligible for public assistance. In addition, homeless children and children in foster care are categorically eligible for Head Start. Children are selected for enrollment based on age and income eligibility and relative level of need with regard to other criteria which are identified within each community.

The law permits up to 10 percent of enrolled Head Start children to be from families that do not meet these low-income criteria. A new provision in the Head Start Act, as discussed in Section 645(a)(1)(B), allows grantees that can ensure that all eligible children including homeless children are served, to enroll up to 35 percent of its participants from families with incomes greater than or equal to 100 but less than 130 percent of the poverty line.

Additionally, Head Start programs must assure that at least 10 percent of the total number



of children enrolled by the Head Start agency and delegates are children with disabilities unless a waiver is granted.

Federal Head Start funds must be used to serve eligible children as described above. Grantees may elect to also serve additional children who are not income eligible for Head Start, but whose participation is supported through other funding sources including childcare subsidies, public school pre-K allocations, parent paid tuition, or other sources. Such program designs may be beneficial in promoting socioeconomic diversity within classrooms, which may contribute to improved child outcomes. All costs must be allocated to appropriate funding sources in compliance with Federal requirements.

Services to eligible participants within the Head Start program are inclusive of the following service areas:

- (1) Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA)
- (2) Education
- (3) Health
- (4) Nutrition
- (5) Mental Health
- (6) Disabilities
- (7) Parent Engagement

The successful agencies will be expected to work closely with CSB Staff in order to deliver services identified under this RFP.

4.4 Program Requirements

The Delegate Agency will enroll no fewer than 257 children, ages three to five years and whose families meet the Head Start financial eligibility requirements (Part 1302.12 – Determining Eligibility), in its Program. Operation of the Program shall include, but not be limited to, the following:

- (1) Part-day, Center-based. The part-day program must operate for no less than 3.5 hours each day, 5 days per week, for no less than 128 classroom days (45 CFR Part 1302.21: Center-based option); and
- (2) Full-Day, Center-based. The full-day program must operate for no less than 6.5 hours each day, 5 days per week for no less than 249 classroom days (45 CFR Part 1302.21: Center-based option).



- **Program Enrollment and Attendance (Part 1302.15 Enrollment; Part 1302.16 Attendance)**

The Delegate Agency will be expected maintain full enrollment of all funded Head Start slots at all times in the Program (Part 1302.15 (a)). If a Head Start slot becomes available in the Program, Delegate Agency shall fill it within thirty (30) days (Part 1302.15 (c)). Delegate Agency will maintain a waiting list of Head Start eligible children for each classroom and will continue active recruitment until the waiting list reaches ten percent (10%) of total enrollment (Part 1302.14(c)). At least ten percent (10%) of Delegate Agency's total enrollment must be reserved for and filled by children with disabilities (Part 1302.14(b)).

The Delegate Agency is required to maintain a monthly Average Daily Attendance of eighty-five percent (85%) of center-based children for which funding is received. When the ADA for any month falls below 85%, Delegate Agency must include supportive documentation for the cause for decline in enrollment in Delegate Agency's monthly program report, accompanied by a plan for corrective action (Part 1302.16(c)).

- **Facilities**

The Delegate Agency will operate the Program in facilities and using equipment that comply with all requirements of Part 1302.21(d)(1) and 1302.47(b)(1-8). The Agency will ensure that its facilities maintain a current license from the State of California Department of Social Services, Community Care Licensing (1302.47(b)(1)(i)) and provide County with copies of licenses for any new centers and updates or changes for all other centers.

- **Child and Adult Care Food Program**

Delegate Agency will comply with all requirements of 45 CFR 1302.44.3 et. seq. related to participation in the Child and Adult Care Food Program (CACFP). Delegate Agency will participate in CACFP as provided under the National School Lunch Act as amended and administered by the State Department of Education, Nutrition and Food Distribution Division (Part 1302.44(a)(2)(iii-iv)); Submit a CACFP application to the appropriate state agency on an annual basis to ensure continuing eligibility to participate in CACFP (Part 1302.44(b)); and Upon receipt of approval to participate in CACFP services by the appropriate state agency, submit claims for reimbursement of allowable costs within the period required to ensure continuing eligibility (Part 1302.44(b)); and add each newly licensed Head Start site to the CACFP within one (1) month of the effective date of the license of the site.



- **In-Kind Contribution**

The Delegate Agency must provide at least 20 percent of the total approved cost of the delegated project. The total approved cost of the project is the sum of the ACF (Federal) share and the non-Federal share. The non-Federal share may be met by cash or in-kind contributions, although bidders are encouraged to meet their match requirements through cash contributions.

4.5 Program Monitoring and Evaluation

EHSD will actively monitor implementation and delivery of services provided by the agency awarded the contract through this RFP. At a minimum, for program monitoring and evaluation, the agency will be expected to:

- Perform all services without material deviation from an agreed-upon service plan.
- Maintain adequate records of service provision to document compliance with service plan and complete any forms supplied by EHSD.
- Submit program reports to CSB on the topics listed as follows:
 - (1) Local Policy Committee Schedule of Meetings, agenda(s), and minutes (Part 1301.3(a)).
 - (2) Local Governing Board Schedule of Meetings, agenda(s), and minutes (Part 1301.2(a)).
 - (3) Progress Reports that specify how Delegate Agency is correcting non-compliance areas or areas needing to be addressed within Corrective Action Notices or monitoring reports are due upon request by County (Part 1302.102(b)).
 - (4) Parent Involvement/In-kind Report (Part 1301.4), including but not limited to attendance and enrollment figures.
 - (5) Head Start Children Attendance Report (Part 1302.16(a))
 - (6) Health Services Report (Part 1302.42).
 - (7) Disabilities Report (Part 1302.60).
 - (8) Personnel Report, including number and kind of vacancies (Part 1302.91).
 - (9) Training Reports (Part 1302.92).



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

- (10) Quarterly Delegate Agency internal ongoing monitoring roll-ups with any corrective actions (1302.102(b)).
- Submit to CSB fiscal reports recording cumulative and projected expenditures and obligations through the end of the Contract year, including:
 - (1) Separate financial information submitted for PA 22 (Head Start Operations) and PA 20 (Head Start Training and Technical Assistance (T/TA));
 - (2) Reimbursement reports for the Child and Adult Care Food Program;
 - (3) Line item documentation of administrative expenditures;
 - (4) Copies of Delegate Agency's monthly financial statement and monthly payroll report.
 - (5) In-Kind Reports: Delegate Agency shall submit a monthly report detailing the in-kind contributions made to the Program during the prior month.
 - (6) Policy Committee Reports: Delegate Agency shall provide the Head Start Local Policy Committee with PA 20 and PA 22 Financial Reports and Administrative Cost Reports reflecting monthly and cumulative expenditures for the Head Start program.
 - Complete and submit mid-year and year-end reports of services provided in accordance with County and Federal guidelines, including the Head Start Program Information Report (PIR), and other information as requested from EHSD.
 - Cooperate with the collection of other fiscal/administrative/service data as requested by EHSD, which may require active collaboration and cooperation with other agencies providing similar services.
 - Utilize a web-based database and data reporting tools (minimum Excel format), to input service activities and other program related tasks and deliverables.
 - Adhere to program monitoring by agency and County will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.
 - Adhere to fiscal monitoring may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.
 - Ensure all known instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code section 11165.7. This responsibility shall include:



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

- (1) A requirement that all employees, consultants or agents performing services under this contract who are required by the Penal Code Section 111165.7 to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and will comply with them.
- (2) Establishing procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under Penal Code 11165.7 gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

Upon contract award, EHSD will:

- Provide information to the Contractor concerning additional Federal or County requirements not provided herein; and
- Provide technical assistance to the Contractor, as requested, to help meet project goals.



SECTION 5: REQUIRED PROPOSAL FORMAT

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are accepted via email only. Submissions **must be separated into two (2) files**, first file for the agency Proposal and the second file for the agency's Financial documents.

File #1: Save as "RFPXXXX-Agency Name-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

File #2: Save as "RFPXXXX-Agency Name-Financials". This file must contain all required financial documents as specified in the RFP.

Files that exceed 10MB must be compressed into a zip folder before sending.

Attach both RFP files to the email and send to Contract_clerk@ehsd.cccounty.us the **submission deadline of Friday, February 25, 2022 at 5:00 pm.**

Be sure to **encrypt** the email before sending. You will receive an email response within 24 hours of receipt.

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders may be required to have audited financial statements during the period of performance.



Proposals and required attachments must be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on Friday, February 25, 2022**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

5.2 Formatting Requirements

Submissions in response to this RFP must be in the form of a proposal package containing the complete proposal and all required supporting information and documents. EHSD supports electronic submission of proposals as referenced in Section 5.1.

All narrative materials are to be single-spaced on 8 1/2" X 11" paper, single-sided print with no less than 1" margins on each side of paper, and using no less than 12-point font.

The total proposal **should not exceed 100 pages** excluding cover statement, table of contents, program budget, budget narrative, required fiscal attachments and addendums.

Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

All pages should be numbered consecutively with each section identified by an appropriate number.



5.3 Required Documents

Required forms as reflected in Section 8 and included in this RFP, must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission Checklist (see Section 5.5) and numbered sequentially (excluding fiscal attachments). Electronic templates are posted on EHSD website under "RFP 1184" in "Contracting Opportunities".

5.4 Proposal Outline and Content

Assemble and arrange each proposal in the order reflected on the Proposal Submission Checklist and address the required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to proposal evaluation criteria to assure adherence and responsiveness to scoring requirements.

1. Proposal Cover Statement (Form #1)

This must be the first page of the proposal. The Proposal Cover Statement with original signatures of the bidder's Board of Directors' President and Executive Director must be attached to the proposal and must precede the narrative.

Please be clear on Form #1, Proposal Cover Statement, as to which of the four program components you are bidding for and ensure that separate budgets are submitted for each component. Indicate your intent in the box labeled "Program Title and Service Category" on this form.

2. Table of Contents

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 5.5 of this RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.

3. Program Narrative (maximum of 100 pages)

Maximum of **100 pages** excluding Proposal Cover Statement, Table of Contents, Attachments, and Budget and Financial Information.

- Agency Overview & Experience. Describe briefly and concisely:
 - State the agency's mission and its overall service philosophy.



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

- Agency's primary program components and services, and years in operation.
- Agency's resources, experience, and capabilities as they relate to the scope of services described in this RFP.
- Target population(s) served: number of clients, demographic and geographic information, and types of services provided.
- Community outreach efforts and networking relationships.
- Staffing pattern (size, composition, education level).
- Primary sources of financial support.
- Agency's current or past experience in providing the proposed services identified within this RFP, including length of time the agency has been providing these services. Indicate staff experience with methodologies to be used. Note any other relevant aspects of the agency's service history that demonstrate capacity to provide the proposed services.

Attach Statement of Qualifications (Form #2) in the Attachments as indicated in the Checklist in section 5.5.

Attach agency brochure, if applicable, in Attachments as indicated in the Checklist in section 5.5

- Program Proposal

Provide a description of the proposed program discussing the specific objectives of the service category for which you are bidding. The program description must demonstrate that the program is likely to attain the identified performance outcomes and be consistent with all Head Start Program Performance Standards (HSPPS). Outline a plan of action that describes the scope and detail of how the proposed work will be accomplished.



Complete and Attach the Service Estimate Form (Form #6) in the attachments as indicated in the checklist in section 5.5 (This form will not be considered as part of the 100-page limit). Specify the length of time and the total number of each type of service unit the agency will provide to clients annually during the contract period, i.e., number and length of services, education sessions, outreach activities, etc. Indicate how the delivery of service units will be monitored. In the narrative section, clearly describe/define each type of "service unit" to be provided.

o Performance Objectives

Bidders will be required to develop specific performance objectives that measure the impact or results for each service component. Performance objectives are the measurable improvements in the condition or behavior of the identified population the program intends to achieve by the end of the contract period. A program's success is measured by how well it achieves its performance objectives. Performance objectives should be ambitious, but realistic.

▪ Performance Objectives must:

- Address significant needs of the identified population;
- Identify improvements to the condition, status or behavior of the identified population;
- Be achievable with the resources available to the program; and
- Identify appropriate and realistic methods to obtain objectives.
- Complete and attach the Scope of Work form (**Form #5**) in the attachments as indicated in the checklist in section 5.5 to present the agency's key program objectives, tasks, and timelines (This form will not be considered part of the 100-page limit).

o Program Evaluation

Program outcomes must be consistent with the desired Head Start outcomes, and address identified problems or conditions, needs and behaviors of the identified population.

Evaluation: Describe in specific detail how you will determine the success of the program pursuant to this RFP.

- How will service delivery be monitored?

o Collaboration and Coordination

If this proposal is a collaborative effort, describe the primary activities and responsibilities of each collaborator. Indicate how resources will be shared, how funds will be leveraged and blended, and how service duplication will be avoided.



Indicate how this program will interface with other public and private agencies serving the same target populations or providing related services and how residents (families) will be involved with service design and/or delivery.

- Program Implementation and Oversight

- Describe the timeline for implementation of the service plan. Describe the action-steps the agency or collaborative will take in order to implement the services identified under this RFP. If the proposal is a collaborative effort, describe each agency's specific responsibilities and timelines, and the respective primary roles of staff in each agency in completing the action-steps.
- Describe the indirect and direct staff that will operate and support the program (e.g., full time equivalencies, responsibilities, experience).
 - Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Attachments** as indicated in the Checklist, Section 5.5
 - Include job descriptions and/or resumes of the agency's Executive Director and key program staff. **Place job descriptions and/or resumes in the Attachments** as indicated in the Checklist, Section 5.5
- Describe the agency's use of local resources in the design, implementation, and evaluation of the proposed program.

- Cultural Sensitivity

- Indicate how proposed programs will address issues of cultural diversity. Describe strategies and processes you will use to assure that services are culturally sensitive and relevant to families of diverse backgrounds, including delivery of services in the family's primary language.

4. Fiscal Management Narrative (1 page, include **Form #3)**

Provide a brief description of the lead agency's accounting system and internal controls. Include the following as appropriate:

- Overall system (accrual, double entry, automated or manual)
- Timekeeping system
- Inventory system
- Payroll system
- Cost allocation plan and methodology



- Ledger system for receivables, payables, expenses, disbursements, petty cash

Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.

Complete and attach **Form #3, Board of Directors**.

Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the "**Fiscal Attachments**" section referenced in the Proposal Checklist.

5. Program Budget and Budget Narrative (unlimited pages)

Complete a line-item budget for programs under this RFP, showing all costs (**Form #4, Program Budget Template**).

Complete Program Budget Narrative. Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations. Every item must be completed, if applicable. Minimal narrative requirements are described in the Instructions for Completing Budget attached to **Form #4, Program Budget**.

Describe how efforts will be made to expend funds during the contract period.

6. Attachments

See Proposal Checklist in Section 5.5 for complete list of Attachments.

7. Fiscal Attachments

See Proposal Checklist in Section 5.5 for complete list of Fiscal Attachments.



5.5 Proposal Checklist

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 8.

Proposals must be submitted in the following order with documents as described (unless otherwise noted).

- 1. Proposal Cover Statement** (Form #1).
- 2. Table of Contents**
- 3. Program Narrative**
 - Agency Overview & Experience
 - Program Proposal
 - Program Objectives
 - Performance Evaluation
 - Collaboration and Coordination
 - Program Implementation and Oversight
 - Cultural Sensitivity
- 4. Fiscal Management Narrative** (include Form #3, Board of Directors).
- 5. Program Budget and Budget Narrative** (include Form #4, Program Budget).
- 6. Attachments**
 - Organizational Chart** (With proposed project included)
 - Statement of Qualifications** (Form #2 with original signatures must accompany original proposal), completed and signed by Agency Executive Director and President of Agency Board of Directors.
 - Job Descriptions and/or Resumes** of Executive Director and key program and fiscal staff.
 - Agency Brochure (as available)**
 - Scope of Work** (Form #5)
 - Program Service Estimate** Form #6)
- 7. Fiscal Attachments**
 - 1 copy of bidder's IRS 501(c)(3) determination letter** attached to original proposal copy (if agency is a non-profit organization).



- 1** copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 5.4).
- 1** copy of bidder's most recent audit including any applicable corrective action plans. A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.
- 1** copy of current Agency Budget with revenues and expenses indicated.

Additional Information for RFP Bid Proposal Responses

Bidder must ensure submitted proposals include the following information:

- Proposals must include a plan that addresses the service deliverables identified in this RFP.
- Proposals must include descriptions of the services to be provided along with the identified population and service location(s).
- Proposals must include an estimate of how many children and families will be served by the agency.
- Proposals must define the specific outcomes that will be achieved.
- Proposals must address any barriers to service accessibility and a plan to remove those barriers.
- Bidder must demonstrate a capacity for collaboration and interagency coordination.
- Bidder must have a viable plan for ongoing financial support of the local support services programs that demonstrates decreased reliance on state funds.
- Bidder must describe how they will develop and/or maintain the necessary community supports.
- Bidder must outline outcome improvement goals for the program.



SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Committee Review. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

6.2 Compliance Review

Compliance Review is a **Pass/Fail** evaluation.

Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 5 will be determined nonresponsive and will not be considered for contract award/funding.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

6.3 Fiscal Review

Proposals that pass the Compliance Review, as referenced in 6.2 above, will be submitted for review by EHSD Fiscal Staff. Proposals must receive a fiscal review evaluation score of at least **70%** of the total available 100 points, if not; it will be eliminated from further review.

Proposals that do not provide the required audit or financial statements as outlined in Section 5, Required Proposal Format, will be determined nonresponsive and will not be considered for funding.

Points will be awarded based on the agency's demonstration of:

- Agency solvency;
- Adequate agency accounting systems and internal controls;
- Ability to administer financial system(s); and
- Compliance with budget specifications.

EHSD Fiscal will review the required audit or audited financial statement included with each proposal. The audit or audited financial statement must be the most recent and



complete available. The proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.

EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation.

6.4 Bureau Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review (referenced in 6.2 above) and the Fiscal Review (referenced in 6.3 above) will be submitted for Bureau Committee Review. The RFP Bureau Review Committee will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and service delivery requirements included in this RFP.

EHSD and the RFP Bureau Review Committee may make on-site visits and use other information available before making final recommendations.

The Bureau Review Committee may be comprised of Employment and Human Services Department Staff, community-based organizations staff, private for-profit corporation staff and/or public sector representatives. Members of the Bureau Review Committee will be required to sign an impartiality statement.

6.5 Scoring Methodology

Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. **Proposals that do not attain an average of 70 points from the Bureau Review Committee are unlikely to be eligible for further consideration for funding.**



| RFP Scoring Methodology/Rating Sheet | Available Points |
|---------------------------------------------------------------------------------------------------------------------|------------------|
| Demonstration of Need for Child Development and Health Services, Location, Population, and Service Delivery Options | 15 |
| Achieving Early Learning and Development Outcomes to Promote School Readiness for Children | 30 |
| Past Performance | 15 |
| Staffing and Supporting a Strong Early Learning Workforce | 15 |
| Organization Capacity and Governance | 15 |
| Budget and Budget Justification | 10 |
| Total available points | 100 |

- **Scoring Criteria**

(1) Demonstration of Need for Child Development and Health Services, Location, Population, and Service Delivery Options- Max. 15 Points

- a. Identifies the geographic location the bidder proposes to serve. The application defines the area(s) of greatest need and shows how it will direct Head Start resources to these areas.
- b. Provides evidence of presence in the community proposed to be served. (For example, being a provider of services in the community, or indicating support from community agencies, service provider organizations, community agencies serving low-income families, or other relevant sectors.)
- c. Demonstrates community engagement. The bidder discusses its plans or the process for involvement of service providers, public or private entities, and other members of the community in determining the need for services in the geographic locations proposed by the bidder. The bidder must include evidence of plans to collaborate with public or private entities providing early childhood education and development programs, and services for young children in the proposed service area in order to improve the efficiency of service delivery, increase access to needed services, and prevent duplication. Demonstration of community engagement may include memoranda of understanding that provide commitments of exchange of services, resource support, referrals, or other agreements.
- d. Provides a detailed description of the plan to meet the need for child development services for Head Start eligible children and families (including the estimated number of eligible children by geographic location, and the estimated number of children needing full-day and full-year care); the needs of children with disabilities including procedures to identify such children; the needs of dual language learners; as well as the needs of homeless children and children in foster care and their transportation needs. Includes data regarding the education, health,



nutrition, social, childcare, and other service needs of the proposed children and families.

- e. Justifies the program option or options as most appropriate for the communities in which the bidder proposes to provide services (e.g., part or full-day center-based, home-based, family childcare or combination option, including the number of children to be served by each option). The application specifies how the proposed number of hours per day, days per week, weeks per year, and home visits meets the needs of families, including the role of childcare partners. Bidders proposing the home-based option include the proposed number of home visits and socializations. The bidder's proposed program option(s) support(s) the needs of children and families as described in response to the evaluation criteria listed above. If the identified need in the community includes working families, the bidder describes how its proposed program option will meet this need either through direct services and/or referrals to other services in the community.

(2) Achieving Early Learning and Development Outcomes to Promote School Readiness for Children- Max. 30 Points

- a. The application provides a plan to implement a high-quality, comprehensive program for the population the bidder proposes to serve, using a curriculum that:
 - i. Is based on scientifically valid research;
 - ii. Is developmentally appropriate;
 - iii. Promotes the school readiness of participating children in each of the following domains: language and literacy development, cognition and general knowledge, approaches toward learning, physical well-being and motor development, and social and emotional development;
 - iv. Is aligned with the Head Start Child Development and Early Learning Framework and, as appropriate, State early learning standards; and
- b. The application specifies the name of the curriculum or curricula, the process for selecting the curriculum, why the curriculum was chosen over specific other options, and how the curriculum is tied to outcomes for children. The bidder discusses what tools it will use to support domains that the selected curriculum does not support.
- c. The application describes the process for establishing school readiness goals, including the plans to address the domains of:
 - i. Language and literacy development,
 - ii. Cognition and general knowledge,
 - iii. Approaches toward learning,
 - iv. Physical wellbeing and motor development, and
 - v. Social and emotional development.



- d. The application describes how the bidder will meet the needs of children with disabilities, including procedures to identify such children, plans to provide trained personnel, and plans to provide services to assist the children in making meaningful progress in attaining age-appropriate knowledge, skills, abilities, and development.
- e. The application describes how the bidder will meet the unique needs of the targeted population, including children in the child welfare system, dual language learners, and homeless children. The application describes the procedures to identify such children, plans to provide trained personnel, and plans to provide services to assist these children in making meaningful progress in attaining age-appropriate knowledge, skills, abilities, and development.
- f. The application describes how the bidder will meet the health, mental health, nutritional, and oral health needs of children. The application describes the system for health screening and services that will ensure children are accurately referred for necessary follow-up evaluation and treatment within timeframes specified by Head Start regulations. Screening and services for identified needs should include, at a minimum, health, sensory, developmental, and oral health, and may be provided directly or through community partner providers.
- g. The application describes a plan for implementing a system of regular observation of professional development, teacher-child interaction, feedback, and improvement of classroom practices. The application includes the name of instruments to be utilized.
- h. The application describes a plan to use child assessment data to individualize the instruction and learning for each child, and as necessary refer for additional evaluation and intervention, and to aggregate and analyze child-level assessment data at least three times per year (except for programs operating less than 90 days, which will be required to do so at least twice within their operating program period) and use that analysis in combination with other program data to determine grantees' progress toward meeting its goals, to inform parents and the community of results, and to direct continuous improvement related to curriculum, instruction, professional development, program design, and other program decisions.
- i. The application describes a plan to coordinate with public and private entities that are willing to commit resources to assist the bidder in providing high-quality child health and developmental services, and program management services. Such partnerships must include a plan to coordinate the proposed Head Start program with other child care and preschool programs, State pre-Kindergarten programs, programs under Part C and Section 619 of the Individuals with Disabilities Education Act, with the educational programs that children to be served will enter upon leaving Head Start.



- j. The application provides a plan to facilitate the meaningful engagement of parents (including fathers, grandparents, and kinship caregivers, as appropriate) in activities (at home and, if practicable, at the location of the Head Start program) designed to help them become full partners in the education of their children. Such engagement includes participation in the conduct of the program, leadership opportunities, support for the parent-child relationship, opportunities for employment, and other paths to improved financial wellbeing and continuity as children move to kindergarten and beyond. The application identifies and addresses barriers to parent participation, such as lack of transportation access or need for child care.
- k. The application explains the plan to implement the Head Start Parent Family and Community Engagement Framework and to offer family literacy and parenting skills training using evidence-based curricula and approaches directly or through referral to local entities, public and school libraries, and entities carrying out family support programs. The application includes a plan to offer (either directly or through referrals) other support for families struggling with mental health challenges, domestic violence, homelessness, or substance abuse, including information on the effect of drug exposure on infants and fetal alcohol syndrome.

(3) Past Performance- Max. 15 Points

- a. Demonstrates how the bidder's history and experience, based on past performance providing high-quality early education or other related programs, supports its ability to effectively and efficiently administer a project of the size, complexity, and scope of their proposed program. Reviewers will evaluate evidence of experience, including:
 - i. Quality Rating and Improvement System (QRIS) rating,
 - ii. Record of high performance in the early primary grades by children formerly enrolled in the program,
 - iii. Evidence from use of teacher-child interaction rating system,
 - iv. Evidence of successful staff development system leading to highly qualified staff, and
 - v. Evidence of high level of success improving family self-sufficiency.
- b. Bidders that serve or have served as delegate agencies to Head Start and Early Head Start grantees that met or exceeded the performance standards and measures must provide documentation of their past performance.
- c. Demonstrates how the professional experience of the bidder's proposed management team (executive director, program director, managers), based on past performance providing comprehensive, high-quality early care and education, documents an ability to effectively and efficiently



administer a project of this size, complexity, and scope within the service area.

- d. The application explains how the bidder's past performance and experience will inform its administration of the Head Start program it will operate and will help ensure a high-quality Head Start program. To the degree that the bidder is currently operating a program that differs from the Head Start program being proposed - such as differences in the target population, the set of services provided, the structure of the program (the hours, days, or weeks of operation), the mechanisms for quality assurance and improvement, the early learning standards to be used, and the performance measurement system - the bidder identifies these differences and explains how it will successfully adapt to the differences between its current program and the proposed program.

(4) Staffing and Supporting a Strong Early Learning Workforce- Max. 15 Points

- a. Documents that the proposed program director and proposed key staff are qualified and knowledgeable about administering complex social service programs or early education services. The bidder describes its key staff's major functions and responsibilities in the narrative, and includes their resumes in the appendix.
- b. Provides a clear plan to attract and retain qualified staff with the ability to implement a research-based curriculum, aligned with the Head Start Child Development and Early Learning Framework and State early learning standards, effective instructional strategies, and a high-quality comprehensive program.
- c. Describes what share of classroom teachers are expected to have a bachelor's degree in early childhood education or a related field. Demonstrates how all employees in center-based programs meet the requirements of the Head Start Act for staff qualifications set in Section 648A:
 - i. For classroom teachers - associate degree in early childhood education; (ii) an associate degree in a related field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children; or (iii) a baccalaureate degree and has been admitted into the Teach For America program, passed a rigorous early childhood content exam, such as the Praxis II, participated in a Teach For America summer training institute that includes teaching preschool children, and is receiving ongoing professional development and support from Teach For America's professional staff.
 - ii. For assistant teachers - by September 30, 2013, have at least a Child Development Associate (CDA) credential; be enrolled in a program leading to an associate or baccalaureate degree; or be



- enrolled in a CDA credential program to be completed within 2 years.
- d. The proposal describes the plan to maintain child-to-teacher, home visitor, or family child care provider ratios, and family service worker caseloads that comply with regulations, reflect best practices and are tied to high-quality service delivery in the event of staff absences or vacancies.
 - e. The application describes the plan to provide opportunities for qualified parents and other community residents to seek employment and how these opportunities will be designed to improve the quality of the proposed program. The bidder explains how it will provide career development opportunities for professional, paraprofessional, and other staff and how those opportunities will improve the quality of the proposed program.
 - f. The application describes a clear plan to evaluate job applicants, including existing grantee staff, to determine which applicants are most capable of contributing to the implementation of a high-quality comprehensive program, including research-based curriculum aligned with the Head Start Child Development and Early Learning Framework and State early learning standards. The application describes how these staff evaluations will be used in the hiring process.
 - g. The application describes an ongoing strategy for professional development, peer support, supervision, ongoing observations, coaching and mentoring, and evaluation of staff and program managers, oriented to improving the skills, knowledge, effectiveness, and career opportunities of all employees. The application describes the process for how it will manage underperforming staff. The bidder also describes how it has used these strategies in the past, their past successes and challenges, and any modifications it would make in the context of implementing the Head Start program it is proposing.

(5) Organizational Capacity and Governance Maximum Points- Max. 15

- a. The application provides a plan identifying the capacity of the bidder's senior executive managers and governing board to: (1) exercise effective oversight of program operations and accountability for Federal funds; (2) include the Policy Council in the planning and decision-making process; (3) assure representation of the diverse community served; (4) set and monitor overall agency priorities and operational systems; and (5) conduct community assessment, annual self-assessments, ongoing monitoring and outcome-based evaluations.
- b. The bidder explains how its organizational oversight meets the program governance requirements established in Section 642(c) of the Head Start Act. The bidder provides information about how its current governance structure would change (if at all) to meet the Head Start Program Performance Standards.



- c. Demonstrates the existence of management systems for program planning, internal and external communication, recordkeeping, issuance of internal and external reports and program self-assessment and monitoring.
- d. Demonstrates the bidder's ability to provide effective financial management in operating a Head Start program, based on experience.
- e. If proposing to delegate all or part of its responsibility for operating a Head Start program, the application identifies proposed delegate agencies including the communities in which they will operate, the number of children served, and their proposed program option(s).
- f. The application describes plans to meet or exceed State and local requirements concerning licensing for facilities, and to be accessible by State and local authorities for purposes of monitoring and ensuring compliance, unless State or local laws prohibit such access. Where facilities are not available, the application provides a plan to acquire facilities in accordance with the requirements provided for the purchase, construction, and major renovation of facilities described in 45 CFR Part 1309.
- g. Demonstrates the ability to provide timely and efficient implementation of all program components and services, including planning during the transition period, the availability of classroom space and facilities that meets applicable State and local licensing standards, the ability to provide necessary transportation and the ability to recruit eligible children and families. The application includes an implementation timetable that expressly states when children will begin receiving Head Start services.
- h. The bidder provides plans to coordinate with other state programs and participates in state systems of early childhood development, including the Quality Rating and Improvement System (QRIS) or the state equivalent. If bidder participates in QRIS, includes rating. If applicable, the bidder explains why it does not participate if there is a QRIS in its geographic area.

(6) Budget and Budget Justification- Max. 10 Points

- a. Demonstrates that funds are budgeted to provide all required comprehensive Head Start services to eligible children and families in a cost-effective manner as indicated in the application narrative.
- b. Demonstrates that start-up costs are justified, reasonable and applicable based on the bidder's proposed Head Start program. Start-up costs may include ensuring that proposed facilities comply with State and local requirements and are adequately equipped, classroom equipment and supplies, and/or staff background checks.
- c. Demonstrates that the bidder will contribute the required non-federal share/match of the total project cost, using allowable sources.



6.6 Appeals Process

Each bidder submitting a proposal to this RFP shall have an opportunity to appeal the funding decision of EHSD.

All bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** or electronically to contract_clerk@ehsd.cccounty.us no later than 5:00 pm on the 30th day (April 15, 2022) after award notification. Bidders whose proposals have been denied may appeal by submitting the appeal, and a copy of the proposal, to the Department of Health and Human Services Administration for Children (ACF) and Families by mail and electronically. A copy of the appeal must be provided to EHSD at the same time the appeal is filed with ACF. When an appeal is filed with ACF, EHSD will submit a response to the appeal to ACF and the bidder within 30 work days. Within a reasonable timeframe, ACF will provide a written decision to each party which is final and not subject to further appeal in accordance Head Start Program Performance Standards (1304.6).

Address: Administration for Children and Families, Region IX
Office of Head Start
90 7th Street, 9th floor
San Francisco, CA 94103
ATTN: Chris Pflaumer, Program Specialist

Email: Chris.Pflaumer@ACF.hhs.gov

All written letters of appeal must state the following:

- The issue(s) appealed;
- How the alleged issue detrimentally effects the appellant; and
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be addressed to the Employment and Human Services Department Director and received at 40 Douglas Drive, Martinez, CA 94553, or



electronically to contract_clerk@ehsd.cccounty.us, no later than 5:00 p.m. on April 15, 2022. Notification of a final decision on an appeal shall be made in writing to the bidder.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.

6.7 Contract Award and Negotiations

The successful bidder will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.

Selected contractor(s) will be responsible for all services offered in their RFP proposal, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.

Contracts from this RFP will be for a six-month period (July 1, 2022 through December 31, 2022) with satisfactory performance as a condition of any future contract renewal, depending upon funding availability. All awards are subject to funding availability. State and federal funding levels are uncertain and subject to change.

The contracting agency must state that there is agreement to support implementation of the County's alcohol/drug abuse prevention/treatment policies related to the reporting of child abuse, and to comply with EHSD in monitoring and evaluation procedures.

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract agreements with the successful Bidder(s). The contract term will be July 1, 2022 through December 31, 2022.

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the Bidders; however, EHSD reserves the right to evaluate



**Contra Costa County
Community Services Bureau**

**REQUEST FOR PROPOSALS (RFP) 1184
HEAD START DELEGATE**

proposal(s) based on facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



SECTION 7: CONTRACTING REQUIREMENTS

7.1 County Contract Requirements

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder will enter into a standard County contract that specifies:

Parties to the Contract

Effective Dates

Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

Fiscal Provisions Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with the bidder at County's option.

Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and feasibility of line item allocation.

Provisions for audit

General Conditions Contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 9.1.

Special Conditions, as required. Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.

7.2 Additional Requirements

As applicable, Contractor must submit the required audit as specified in Appendix 9.1, General Conditions, Paragraph 27. Required Audit.

If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.



All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.

Budgets submitted in response to the RFP will be negotiated on a line item basis. Line items will be examined for reasonableness and necessity in providing services.

Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program shall be supported by detailed time sheets. Contractor must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program.

7.3 Type of Contract

Contracts will be on a cost reimbursement basis with monthly billing required. Contractor is required to provide detailed line-item budgets on **Form #4, Program Budget**. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that EHSD is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this contract.

7.4 Discrimination and Confidentiality

Discrimination: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic information. This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

Confidentiality: Contractor shall use any client information provided by EHSD or by the client, only for the purpose of administering the program. The improper use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. Contractor shall inform all of their employees of the requirements concerning Confidentiality in the handling of client information. EHSD may take further steps to ensure Contractors' awareness of the provisions of California Welfare and Institutions Code Section 10850, and may require that Contractor have employees sign acknowledgment of their understanding of said statute and its provisions.



Any Contractor awarded funds under this RFP must maintain all information gathered pertaining to program clients in a secure environment in order to ensure the client's right to confidentiality. The Contractor will not release such information to any third party who is not directly responsible for management of the client's services, without the prior written consent of the client.

7.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, the State of California, Department of Health and Human Services or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies collaborating with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all subrecipients.

Reporting: Contractor shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.

Contractor will be required to provide the following reports:

- Fiscal Reports including monthly expenditure reports developed by EHSD, including a line item cost report based on actual expenditures.
- Monthly Status Reports (MSR) as developed in conjunction with EHSD are required. At a minimum, Contractor will be required to submit the following information:
 - Clients/Families referred and enrolled
 - Services provided to each Client/Family, including location, date, number of hours
 - Clients/Families who completed the program
 - Clients/Families who did not complete the program
- Bi-annual and Annual Narrative Summary.
- Financial and performance closeout reports at the end of the contract to reconcile statistical and financial information.



Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls as well as complete any required State data collection forms as supplied by EHSD. Contractor is to maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.



SECTION 8: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

| | <u>Form #</u> | <u>Form Title</u> |
|-----|----------------------|------------------------------------|
| 8.1 | #1 | Proposal Cover Statement |
| 8.2 | #2 | Statement of Qualifications |
| 8.3 | #3 | Board of Directors |
| 8.4 | #4 | Program Budget |
| 8.5 | #5 | Scope of Work |
| 8.6 | #6 | Program Service Estimates |



8.1 FORM #1: Proposal Cover Statement

8.1 FORM #1: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| PROPOSAL COVER STATEMENT – RFP 1184 | |
| BIDDER ORGANIZATION NAME | |
| ADDRESS | Bidder Phone |
| | Bidder Fax |
| | Web Address |
| CONTACT PERSON | Contact Phone |
| | Contact E-mail |
| | Contact Fax |
| ADDRESS OF PROGRAM (if different than above) | |
| PROGRAM TITLE and SERVICE CATEGORY Head Start Delegate | |
| COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable) | |
| AMOUNT OF FUNDING REQUEST | |
| TOTAL AMOUNT REQUESTED | \$ _____ |
| FEDERAL EMPLOYER NUMBER | 501(C)(3) EXEMPTION _____ |
| AGENCY PRIOR YEAR NET OPERATING BUDGET | \$ _____ |
| AUTHORIZATION | |
| <p><i>We submit the attached response to the Notice of Request for Proposal No.1184 dated _____, and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i></p> | |
| AUTHORIZED REPRESENTATIVES: (two signatures required) | |
| Name: _____ | Title: Executive Director |
| Signature: _____ | Date: _____ |
| Name: _____ | Title: Board President |
| Signature: _____ | Date: _____ |



8.2 FORM #2: Statement of Qualifications

1. List any licenses or certifications held by the agency, with expiration dates.

2. a) Who administers the agency's fiscal system?
Name: _____
Phone: _____
Title: _____
Work Schedule: _____
- b) What CPA firm prepares the agency's annual audit?
Name: _____
Phone: _____
Address _____
3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.
4. Number of years' bidder has provided the services described in this proposal or related services.
5. Has bidder failed or refused to complete any contract? Yes _____ No _____
If yes, briefly explain.
6. Is there any past, present or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes _____ No _____
If yes, briefly explain.
7. Does bidder have a controlling interest in any other firm(s)? Yes _____ No _____
8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes _____ No _____
If yes, specify below.
9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.



**Contra Costa County
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1184
PROMOTING SAFE AND STABLE FAMILIES**

FORM #2, Continued

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

Signature

Date

Printed Name and Title (Executive Director)

Signature

Date

Printed Name and Title (Board President)

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.



8.3 FORM #3: Board of Directors

Please complete this form in its entirety and attach a copy of the Board's By-laws.

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet? _____
4. List current Board members below (or attach Board List in this format):

| Member Name | Address | Occupation/ Affiliation | Board Position | # Years on Board |
|-------------|---------|----------------------------|-------------------|---------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5. Describe key roles and responsibilities of the Board: _____



8.4 FORM #4: Program Budget

General Instructions

General Instructions

Budget Detail Worksheet for Cost Reimbursement Budgets

Purpose: The Budget Detail Worksheet is provided for your use in preparation of the budget and budget narrative. All required information (including the brief budget narrative) must be provided. Any category not applicable to your budget may be left blank. Indicate any **IN KIND (match)** amount in the appropriate category, if applicable. Respondents are required to assign a monetary value to in-kind/cash match and indicate it in the appropriate in-kind/cash match section.

Record Retention: Contractors must retain all documents pertaining to this contract for **five years** from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal /state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractors must make those records available to authorized representatives of the County, the State of California, and the United States Government.
source: (General Conditions, Contra Costa County Standard Form L-5)



**Contra Costa County
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1184
PROMOTING SAFE AND STABLE FAMILIES**

Identifier

Please complete all fields that apply

| Requested | Please Provide |
|-------------------------------------------------------------------------------------------|----------------|
| Original Request for Proposal/ Request for Information Number <i>(if available)</i> | |
| Prior Year Contract Number (if applicable) | |
| Legal Entity Name | |
| Doing Business As (DBA) | |
| Contact Name | |
| Contact Phone Number | |
| Alternative Phone Number | |
| Contact Email Address | |

For Informational Purposes Only

Identifier



**Contra Costa County
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1184
PROMOTING SAFE AND STABLE FAMILIES**

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

Budget Summary (Cost Reimbursement)

This Worksheet is locked.
Information provided in tabs A through J will be summarized below.

Legal Entity Name:

Doing Business As (DBA):

Contact Name:

Contact Email:

Contact Phone Number:

| Budget Category | Cost Reimbursement Amount | In-Kind Amounts | Total |
|------------------------------------|---------------------------|-----------------|-------|
| A. Personnel | | | |
| B. Fringe Benefits | | | |
| C. Travel | | | |
| D. Furniture and Equipment | | | |
| E. Supplies | | | |
| F. Facilities/Infrastructure costs | | | |
| G. Consultants/Contracts | | | |
| H. Participant Costs | | | |
| I. Other | | | |
| TOTAL PROJECT COSTS: | | | |



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

A&B. Personnel & Fringe Benefit

A. Personnel - List each position by title of employee. Manually enter the annual salary, the percentage of time to be allocated to the project, and Cost. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

For example, an Executive Director making \$80,000 a year could allocate 60% (Percentage of time) of her/his annual salary (\$80,000), and budget \$48,000. (Use decimals as the percentage of time, for example, 60.00 percent should be shown as 0.60).

PERSONNEL

| Position | Annual Salary (manual entry) | Percentage of Time (manual entry) | Cost (manual entry) |
|-----------------------------|---------------------------------|--------------------------------------|------------------------|
| Example: Executive Director | 80,000 | 0.60 | \$ 48,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Add Personnel | | | |
| TOTAL: | | | \$ - |

B. Fringe Benefits – Fringe benefits RATE. This RATE is used for budgeting purposes only. Actual reimbursement must be based on actual costs incurred or an approved rate negotiated with the Federal Agency. Briefly explain what is included in the rate.

FRINGE BENEFITS

| Base (from Total Personnel) | Rate (manual entry) | Total (system calculates) |
|-----------------------------|------------------------|------------------------------|
| \$ - | | \$ - |
| TOTAL: | | \$ - |

PERSONNEL & FRINGE BENEFITS NARRATIVE



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
A&B. Personnel & Fringe Benefit

PERSONNEL (IN-KIND)

| Position | Annual Salary (manual entry) | Percentage of Time (manual entry) | Cost (manual entry) |
|-----------------------|---------------------------------|--------------------------------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Add Personnel | | | |
| IN-KIND TOTAL: | | | \$ - |

**FRINGE BENEFITS
(IN-KIND)**

| Base (from Total Personnel) | Rate (manual entry) | Total (system calculates) |
|-----------------------------|------------------------|------------------------------|
| \$ - | | \$ - |
| IN-KIND TOTAL: | | \$ - |

PERSONNEL & FRINGE BENEFITS NARRATIVE (IN-KIND)

| | |
|------------------------|------|
| TOTAL PERSONNEL: | \$ - |
| TOTAL FRINGE BENEFITS: | \$ - |



**Contra Costa County
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1184
PROMOTING SAFE AND STABLE FAMILIES**

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
C. Travel

C. Travel – Itemize travel expenditures of staff personnel by purpose (e.g., staff training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Include the destination and lodging in the narrative. If you need to add lines, please do so in the middle of the table so that the format will stay intact.

Local Travel (no lodging and no airfare)

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Local Travel TOTAL: | | | \$ - |

Non-Local Travel

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Non-Local Travel TOTAL: | | | \$ - |

TRAVEL NARRATIVE

TRAVEL (IN-KIND)

Local Travel (no lodging and no airfare)

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Local Travel TOTAL: | | | \$ - |

Non-Local Travel

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Non-Local Travel TOTAL: | | | \$ - |

TRAVEL NARRATIVE (IN-KIND)

TOTAL TRAVEL COSTS: \$ -

C. Travel



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

D. Furniture and Equipment

D. Furniture and Equipment– List items that will be purchased for the organization. Purchase of equipment and furniture may be subject to additional approval. EHSD's acceptance of budgeted items does not indicate the approval of that purchase.

Explain how the equipment and furniture is necessary for the success of the project, and describe the procurement method to be used. . If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

| FURNITURE AND EQUIPMENT Item | Computation | | Total Cost |
|---------------------------------|-------------|---------------|------------|
| | Quantity | Cost per Item | |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | TOTAL: | \$ - |

FURNITURE AND EQUIPMENT NARRATIVE

| FURNITURE AND EQUIPMENT (IN-KIND) Item | Computation | | Total Cost |
|-------------------------------------------|-------------|-----------------------|------------|
| | Quantity | Cost per Item | |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | IN-KIND TOTAL: | \$ - |

FURNITURE AND EQUIPMENT NARRATIVE (IN-KIND)

| | |
|---------------------------------------|------|
| FURNITURE AND EQUIPMENT TOTAL: | \$ - |
|---------------------------------------|------|



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

F. Facilities Infrastructure

F. Facilities/Infrastructure Costs - General costs to run the program, including space rental, facilities maintenance, utilities, phones, general consumable materials and supplies, internet and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors for facilities and infrastructure costs are included in this category.

Your narrative must include approximate space utilized for this program. Invoicing must be based on actual usage of the space.

If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FACILITIES/INFRASTRUCTURE COSTS

| Description | Monthly Cost | Number of Months | Total Cost |
|-------------------------------------|---------------|------------------|------------|
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Add FACILITIES/INFRASTRUCTURE COSTS | | | \$ - |
| | TOTAL: | | \$ - |

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE

FACILITIES/INFRASTRUCTURE COSTS (IN-KIND)

| Description | Monthly Cost | Number of Months | Total Cost |
|-------------------------------------|-----------------------|------------------|------------|
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Add FACILITIES/INFRASTRUCTURE COSTS | | | \$ - |
| | IN-KIND TOTAL: | | \$ - |

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE (IN-KIND)

| | |
|---------------------------------------------|------|
| FACILITIES AND INFRASTRUCTURE TOTAL: | \$ - |
|---------------------------------------------|------|



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants Contracts

G. Consultants/Contracts -
G1. Consultant Fees: For each consultant enter the position, service to be provided, basis (hourly or daily fee (8-hour day)), and estimated time on the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

| CONSULTANT FEES | | Computation | | | Cos. |
|---------------------|---------------------------|-------------|--------------|----------------------------|---------------|
| Position (Title) | Service Provided | Fee | Basis (text) | Quantity (cannot be blank) | |
| Example: Evaluator | Mental Health Evaluations | \$200.00 | hour | 500 | \$ 100,000.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| Add CONSULTANT FEES | | | | | \$ - |
| TOTAL: | | | | | \$ - |

CONSULTANT FEES NARRATIVE

| CONSULTANT FEES (IN-KIND) | | Computation | | | Cost |
|---------------------------|------------------|-------------|-------|----------|-------------|
| Position (Title) | Service Provided | Fee | Basis | Quantity | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| Add CONSULTANT FEES | | | | | \$ - |
| IN-KIND TOTAL: | | | | | \$ - |

CONSULTANT FEES NARRATIVE (IN-KIND) scroll

TOTAL CONSULTANT FEES: \$ -



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
G. Consultants_Contracts

G2. Consultant Expenses - List all expenses to be paid to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners,

CONSULTANT EXPENSES

Local Travel (no lodging and no airfare)

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Local Travel TOTAL: | | | \$ - |

Non-Local Travel

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Non-local Travel TOTAL: | | | \$ - |

CONSULTANT EXPENSES NARRATIVE

Local Travel (no lodging and no airfare) - IN-KIND

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Local Travel TOTAL: | | | \$ - |

Non-Local Travel - IN KIND

| Purpose of Travel and Number of Trips | Number of People | Cost per Trip per Person | Total Cost |
|---------------------------------------|------------------|--------------------------|------------|
| | | | \$ - |
| | | | \$ - |
| Non-local Travel TOTAL: | | | \$ - |

CONSULTANT EXPENSES (IN-KIND)

TOTAL TRAVEL EXPENSES FOR CONSULTANTS: 0



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants_Contracts

G3. Contracts - Provide a description of the product or service to be procured by contract and an estimate of the cost.

CONTRACTS

| Item | Cost |
|---------------|------|
| | |
| | |
| | |
| | |
| TOTAL: | \$ - |

CONTRACTS NARRATIVE

CONTRACTS (IN KIND)

| Item | Cost |
|-----------------------|------|
| | |
| | |
| | |
| | |
| IN-KIND TOTAL: | \$ - |

CONTRACTS NARRATIVE (IN-KIND)

CONTRACTS TOTAL: \$ -

| | |
|---------------------------------------------|------|
| CONSULTANTS/CONTRACTS TOTAL: | \$ - |
| IN-KIND CONSULTANTS/CONTRACTS TOTAL: | \$ - |

For Informational Purposes Only



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

H. Participant Costs

H. Participant Costs and/or Direct Costs– Examples of costs directly related to the program are: subsidized wages, supportive services (i.e. bus passes, day care costs, enrollment fees), participant payments (i.e. stipends, incentives), participant supplies (i.e. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

PARTICIPANT COSTS

| Item | Cost |
|------|------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

TOTAL: \$ -

PARTICIPANT COSTS NARRATIVE

PARTICIPANT COSTS (IN-KIND)

| Item | Cost |
|------|------|
| | |
| | |
| | |
| | |
| | |
| | |

IN-KIND TOTAL: \$

PARTICIPANT COSTS NARRATIVE (IN-KIND)

PARTICIPANT COSTS TOTAL: \$ -



ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

I. Other

I. **Other Costs** - Costs that do not belong to the other listed categories should be included here. Indirect costs should be listed here. Only allowable costs under the subaward should be listed. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

OTHER COSTS

| Description | Cost |
|-----------------|------|
| | |
| | |
| | |
| | |
| | |
| Add OTHER COSTS | |
| TOTAL: | \$ - |

OTHER COSTS NARRATIVE

OTHER COSTS (IN-KIND)

| Description | Cost |
|-----------------------|------|
| | |
| | |
| | |
| | |
| | |
| Add OTHER COSTS | |
| IN-KIND TOTAL: | \$ - |

OTHER COSTS NARRATIVE (IN-KIND)

| | |
|---------------------------|------|
| OTHER COSTS TOTAL: | \$ - |
|---------------------------|------|



**Contra Costa County
Children and Family Services**

**REQUEST FOR PROPOSALS (RFP) 1184
PROMOTING SAFE AND STABLE FAMILIES**

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
Data Validation

Audit Check - This Table pulls numbers from the Budget Summary and Linked Tabs

| | From Budget Summary | From Tabs | Difference |
|-------------------------------|---------------------|-----------|------------------------------------|
| Personnel | 0.00 | 0.00 | 0.00 |
| Fringe Benefits | 0.00 | 0.00 | 0.00 |
| Travel | 0.00 | 0.00 | 0.00 |
| Furniture and Equipment | 0.00 | 0.00 | 0.00 |
| Supplies | 0.00 | 0.00 | 0.00 |
| Facilities and Infrastructure | 0.00 | 0.00 | 0.00 |
| Consultants/Contracts | 0.00 | 0.00 | 0.00 |
| Participant Costs | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 <small>Should be zero</small> |

For Informational Purposes Only



8.5 FORM #5: Scope of Work

| SCOPE OF WORK | | | |
|---------------------------------|--------------------------|-------------------|------------------------|
| A. Measurable Objectives | B. Key Activities | Start Date | Completion Date |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



8.6 FORM #6: Program Service Estimates

SERVICE ESTIMATES INSTRUCTIONS

Complete the Program Service Unit Form on the following page. Specify the length of time and the total number of each type of service unit the agency will provide to clients during the contract period, (i.e., number and length of services, e.g., counseling sessions, education sessions, outreach activities, etc.) Indicate how the performance of services will be monitored. Indicate number of unduplicated clients to be served.

EXAMPLE

| Service Unit Type | Number of Units of Service | Time for Service Unit | Number Unduplicated Clients | Monitoring Tool |
|---------------------------|-----------------------------------|------------------------------|------------------------------------|------------------------------------|
| Risk Screening | 500 screenings | 1 hour | 500 women | Screening Questionnaires Completed |
| Provider Training | 3 sessions | 40 minx3 = 2 hours | 12 staff | Agenda Attendance sheets |
| Referral to SA Specialist | 65 referrals | | 65 women | Referral forms |
| Needs Assessments | 55 assessments | 1 hour | 55 women | Case mgmt files |
| Case Management | 52 weekly | 30 min each | 52 women | Case mgmt files |
| Home visits | 26 visits | 1 hour | 52 women | Case mgmt files |



SECTION 9: APPENDICES

9.1 GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection**. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated there under, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller



General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges there under.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered a part of, this Contract.



8. **Modifications and Amendments.**

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent of the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.



12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County be thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with the County. Contractor covenants that Contractor, its employees and officials, are not now employed by the County and have not been so employed by the County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has



not provided, or attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify the County for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000



for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.



21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights and Rights in Data**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and the Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.



26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit**.
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity, and/or the County. If an audit is required, Contractor must provide County with the audit.
 - d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.



29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

9.2 SPECIAL CONDITIONS

1. Insurance. Paragraph 19. (Insurance), of the General Conditions is hereby deleted and replaced with the following:

“Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Comprehensive Liability Insurance.** The Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include the County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.
- b. **Workers' Compensation.** The Contractor shall provide workers' compensation insurance coverage for its employees.
- c. **Employee Dishonesty Bond.** Contractor shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.
- d. **Proof of Insurance.** Contractor shall provide County with (a) certificate (s) of insurance evidencing the endorsement(s) making the County an additional named insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either (a) new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Contractor shall provide County with (a) current copy(ies) of the endorsement(s).



- e. Additional Insurance Provisions. The insurance policies provided by the Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material changes of the above specified coverage.
3. Employee and Contractor Status. Paragraph 14. (Independent Contractor Status) of the General Conditions is hereby deleted and replaced with the following: "The parties hereto agree and understand that neither Contractor nor any of its employees shall, under the terms and conditions of this Contract, be considered an employee of County for any purpose whatsoever, nor shall Contractor or its employees be entitled to any of the rights, privileges, or benefits of County employee. Contractor shall be deemed at all times an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms and conditions of this Contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment with Contractor.

Additionally, the parties hereto agree and understand that the Contractor, and the agents and employees of the Contractor, in the performance of the Contract, are acting in an independent capacity and not as officers or employees or agents of the State of California."

4. Special Compliance with Law. Paragraph 1. (Compliance with Law) of the General Conditions is hereby deleted and replaced with the following: "Contractor agrees to be subject to, abide by, and comply with all federal, state and local laws, statutes, ordinances, rules and regulations applicable with respect to its performance hereunder, including but not limited to community care licensing; zoning and land use; employment and purchasing practices; wages, hours, and conditions of employment; and reporting and record keeping procedures. Contractor further agrees that should Contractor fail to abide by any and all applicable federal, state and local laws, statutes, ordinances, rules and regulations, that sufficient grounds exist for County to terminate this Contract."
5. Termination of Head Start Program. Paragraph 5. (Termination and Cancellation) of the General Conditions is modified by the addition of the following:
 - "d. If Contractor ceases to operate the Head Start program under this contract, Contractor agrees to return to County within thirty (30) days after the termination of this contract all equipment and supplies purchased with Head Start funds and all records pertaining to this program, including, but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEPs), developmental histories, child observations, and assessments."



6. Nondiscrimination Clause (OCP-1). Paragraph 17. (Nondiscriminatory Services) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“A. Nondiscrimination Clause (OCP-1). In addition to the requirements of paragraph 17. (Nondiscriminatory Services) of the General Conditions, during the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. Contractor’s signature certifies that to the best of its ability and knowledge it will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

- C. Clause (b)

1. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract’s benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et. Seq.), the regulations promulgated there under (Cal. Admin. Code, Title 2, Sections 7285.0 et. Seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135 – 11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.



3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
 4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.”
- D. Affirmative Action Compliance. Each Contractor or subcontractor who has fifty (50) or more employees and has a Contract with County for fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32. Each Contractor or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.
- E. Certification Regarding a Drug Free Workplace. Contractor certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.



3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by subparagraph E.1. above.
 - a. Notifying the employee in the statement required by subparagraph E.1. that, as a condition of employment under this Contract, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Notifying the County within ten (10) days after receiving notice under subparagraph 3.a.ii., from an employee or otherwise receiving actual notice of such conviction.
 - c. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph 3.a.ii., with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.”

9.3 SUBRECIPIENT MONITORING

If Contractor further passes through federal funds of this subaward, Contractor shall make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a contractor.

1. Contractor must include information required by the Code of Federal Regulations (CFR), specifically, Title 45 CFR Part 75. (Requirements for pass through entities) in each subrecipient’s contract.
2. Contractor must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR, including 45 CFR Part 75 (Uniform Guidance).
3. Contractor must evaluate each subrecipient’s risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal



**Contra Costa County
Community Services Bureau**

REQUEST FOR PROPOSALS (RFP) 1184

statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 45 CFR Part 75.

4. Contractor must retain documentation to prove that determinations and monitoring were conducted during the contract term.
EHSD, as a pass-through entity, may request those documents during fiscal monitoring.