



---

**REQUEST FOR PROPOSALS  
RICHLAND COUNTY FIRST STEPS PARTNERSHIP BOARD  
EARLY HEAD START PROGRAM**

***PART I: BACKGROUND***

The Early Head Start (EHS) Program is a federally funded community-based program for low-income families with infants, toddlers and for pregnant women. This program enhances children’s physical, social, emotional and intellectual development; assist pregnant woman to access comprehensive prenatal and postpartum care; support parents’ efforts to fulfill their parental roles; and help parents move toward self-sufficiency.

It is the intent of Richland County First Steps Partnership Board to procure a general contractor to undertake and manage minor renovations on five Early Head Start classrooms (2 sites) and one playground in private child care centers in Richland County. Renovations may have to be completed after hours or on weekends depending upon the operations of the Early Head Start site.

***PART II: REQUIREMENTS***

**A. SCOPE OF WORK**

1. Service responsibilities will include all aspects of the renovation process to begin by March 29, 2010 and be completed by April 19, 2010.
2. Renovate classrooms to ensure a minimum of 500-600 square feet with 35 “usable” square feet per child and direct access to the outside.
3. Renovations include but are not limited to the following:
  - a. Installation and/or replacement of adult and toddler size toilets as well as appropriate plumbing
  - b. Installation of adult- and child- height sinks as well as appropriate plumbing
  - c. Installation and/or replacement of fire-rated doors
  - d. Installation of awning over exterior doors
  - e. Replacement of outside steps with a ramp
  - f. Installation of temporary wall partitions to divide one large room into 4 rooms
  - g. Installation of electrical outlets and/or electrical wiring of classrooms
  - h. Installation of playground equipment, fencing and playground surfacing
4. All renovations must be in compliance with the Department of Social Services Child Care Licensing and Regulatory.
5. If applicable, appropriate building permits must be obtained by the contractor for each site.
6. Richland County First Steps Board or its representative must approve all renovations/services prior to implementation.

**B. VENDOR QUALIFICATIONS**

Minimum requirements will include:

1. A minimum of five years experience as a general contractor.
2. Experience constructing or renovating schools or child care centers.
3. Ability to receive reimbursement for services/renovations.
4. Must be licensed to do business in South Carolina.
5. Must have surety bond.
6. Must not have been suspended or disbarred from contracting with a public or private entity.

**C. COST**

Richland County First Steps Board reserves the right to negotiate cost with the potential contractor(s) based on the renovations/services outlined in Section A, Scope of Work.

***PART III: REQUIRED PROPOSAL INFORMATION***

The potential contractor shall provide the following information with their responses:

1. A description of how the potential contractor meets all the qualifications outlined in Part 2, Requirements, Section B, and Vendor Qualifications (include copies of business license and proof of surety bond).
2. A brief narrative explaining past experiences in renovations on schools and/or child care centers.
3. At least three professional references that include phone numbers and addresses.
4. Documentation that supports that the potential contractor is solvent, for example, financial statements.
5. A signed cover letter with the original and three (3) copies of response/proposal, including all attachments/appendices.

***PART IV: TERMS AND CONDITIONS OF THE CONTRACT***

**A. Independent Status**

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation.

B. Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this contract, including fiscal responsibility for any deviation from this contract.

C. General Provisions

1. This contract and any dispute, claim, or controversy relating to it or its performance shall be interpreted, construed, enforced, and governed under the laws of the State of South Carolina. The parties agree that all disputes, claims, and controversies relating to this contract or its performance shall be resolved exclusively in the Court of Common Pleas for Richland County, South Carolina and the appropriate appellate courts of the State of South Carolina. Each party waives any objections or grounds it may have to personal jurisdiction, venue, or forum non-conveniens and consents to the personal jurisdiction of the aforementioned Court of Common Pleas.
2. In witness to the terms of this contract, the Contractor and the County Partnership have executed this contract in duplicate originals, one of which is retained by each of the parties.
3. Payment of compensation to Contractor specified in the contract is dependent upon and subject to the allocation and payment of funds to the County Partnership by the Administration for Children & Families (ACF) and the Office of Head Start (OHS) for the purposes set forth in this contract and is contingent upon availability of funds. The County Partnership has the authority, without damages or penalty, to cancel the contract at any time or to change the amount of the allocation to the Contractor and negotiate changes, if needed, in the scope of the contract should the amount of funding from SCFS be less from that anticipated.
4. This contract is subject to monitoring or auditing by the County Partnership or its duly authorized representative (“Representative”) as well as by the ACF and or OHS or their duly authorized representatives.

D. Confidentiality/Safeguarding Information

All materials, information, and data generated by the Contractor in the performance of service activities outlined in Scope of Work whether verbal, written, recorded magnetic media cards or in any other format, must be regarded as confidential information. First Steps and the Contractor agree that any of their employees, agents or representatives who may be in receipt of or are required to work with the confidential information in the performance of their duties, shall comply in all respects with this confidentiality requirement. First Steps and the Contractor agree to take all necessary steps to safeguard the confidentiality of such materials, information, and data. First Steps shall ensure that all aggregate and demographic information in its possession,

provided by or obtained from Contractor regarding individuals who received services under this contract shall be maintained in a secure location. Materials, information, and data generated by this contract that is stored offsite must be in compliance with HIPPA.

To comply with the Federal Educational Rights and Privacy Act of 1994 (FERPA) and the Family Privacy Protection Act of 2002, First Steps and its contractor shall use and/or disclose protected educational and personal information only to the extent necessary to satisfy obligations under this contract. Information may not be released without a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained. A copy of the authorization must be included in this documentation.

E. Health Information Safeguards

To comply with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the county partnership and its contractors shall use and/or disclose protected health information only to the extent necessary to satisfy obligations under this contract. Information may not be released without a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained. A copy of the authorization must be included in this documentation.

The county partnership and its contractors shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards; to prevent the improper use or disclosure of protected health information, to secure the integrity of electronic health information, and to protect the exchange of health information in electronic transactions. The obligation to protect health information shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this contract.

**Prohibition on Unauthorized Use of Disclosure of Health Information:** Neither the county partnership nor its contractors shall use or disclose any protected health information except as permitted or required by this contract or otherwise authorized in writing by the service recipient or guardian. The county partnership or its contractors shall report in writing to the SCFS any use or disclosure of health information not authorized by this contract. The report must include the following: (1) identify the nature of the unauthorized use or disclosure; (2) identify the health information that was used or disclosed; (3) identify who made the unauthorized use or received the unauthorized disclosure; (4) identify steps taken or will be taken by the county partnership and its contractors to minimize the harmful effect of the unauthorized use or disclosure; (5) identify corrective action that the county partnership and its contractors has or will implement to prevent future unauthorized use of disclosure of health information.

**Access to Health Information:** The county partnership and its contractors shall permit service recipients to inspect and copy their health information in the custody and control of the county partnership and its contractors. The county partnership and its contractors shall establish procedures for providing such access to health information.

Disposal of Health Information: Upon termination, cancellation, expiration or other conclusion of this contract, the county partnership and its contractors, if feasible, shall make available to the service recipient all health information pertaining to that service recipient. Within a 30-day period from termination, cancellation, expiration, or other conclusion of this contract, the county partnership and its contractors shall certify in writing to SCFS the return or disposal of all health information. If return or disposal is not feasible, written justification explaining why health information could not be returned or disposed must be submitted to SCFS.

F. Document Inspection and Retention

During normal business hours the County Partnership, SCFS, the South Carolina Comptroller General, the South Carolina Budget and Control Board, the South Carolina State Auditor, or any of their duly authorized representative(s) shall have the right to enter the Contractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this contract. They shall have the right to audit, examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or state law, contact and conduct private interviews with the Contractor's employees and perform on-site reviews of all matters relating to this contract. The Contractor shall maintain an accounting system with the supporting fiscal records adequate to assure that all claims for funds are in accordance with the contract and with all applicable laws, regulations and policies, both federal and state.

The Contractor shall assure that all Contractor and subcontractor materials, documents, papers, accounting records, or other evidence pertaining to costs incurred under this contract will be maintained for a period of at least three (3) years after the final payment under this contract and that the County Partnership, SCFS, the South Carolina State Auditor, the South Carolina Comptroller General, or any of their duly authorized representatives shall have access to any such materials for the purpose of making audits, examinations, excerpts, and transcripts for no less than three (3) years after the date of final payment under this contract or a resolution of audit findings, whichever is later. The Contractor agrees to retain all financial records and programmatic records, supporting documents, and statistical records for a period of three (3) years after the last payment is made under the contract including any amendments and/or extensions to the contract.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

The provisions of this contract are applicable to any subcontractor. If any inspection, audit, or evaluation is made on the premises of the Contractor, or subcontractor, the Contractor shall provide and require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All such inspections and evaluations shall be performed in such a manner that will not unreasonably delay

work and any subcontract permitted by the County Partnership should contain a provision, which sets forth the subcontractor's agreement with the terms set forth in this section.

G. Ownership of Data

All property rights in, but not limited to, software, data, and other records entered into any database of the Contractor or supplied to the Contractor and publication rights in any interim, draft, and final reports and other documentation (hard copy and electronic media) produced by the Contractor in connection with work provided for under this contract shall vest in and be retained by the County Partnership and SCFS.

"Data" shall mean for purposes of this contract all results, technical information, and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, test data, program documentation, recordings (sound and/or video), pictures, drawings, analyses, graphic representations, printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

The County Partnership and SCFS have the right to all working papers, reports, charts, programs, and other material developed by the Contractor during the course of this contract.

All documents, reports, manuals, and other data prepared during and/or resulting from the performance of services under this contract shall include the following statement: "The preparation of this (report or document) was funded through an agreement with the Richland County First Steps Partnership with funds provided by the American Recovery and Reinvestment Act."

The Contractor may not publish or copyright any data without prior approval of the County Partnership and SCFS, unless otherwise stated herein. The County Partnership and SCFS shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

H. Criminal History Review

Contractor is required to ensure, to the greatest extent possible, that individuals with a history of engaging in child or elder abuse or neglect, or having any other issues that affects their suitability for employment do not provide services under this contract. Prior to receipt of funds under this contract, the Contractor must demonstrate to the satisfaction of the County Partnership that it has a process in place for reviewing the background of all employees engaged in providing services under this contract to include at a minimum a Department of Social Services Central Registry and South Carolina Law Enforcement Division check.

I. Responsibilities of the County Partnership or its Representative

1. Review, approve, and compensate Contractor for costs of services and activities described in this contract.
2. Monitor the Contractor for compliance with the terms and conditions of this contract.
3. Specify all reports and deliverables required from the Contractor.
4. Maintain audit and similar reports submitted by the Contractor for three (3) years after the last payment to Contractor or until any audits or similar reviews in progress are completed, whichever occurs last.
5. Serve as the single point of contact for any matters specified in this contract.
6. Provide payment for services in the method outlined in Section K of this contract.
7. Terminate this contract as described in Section Q.

J. Responsibilities of the Contractor

1. Work with the County Partnership to develop reports that will assist in monitoring outcomes.
2. Perform the activities described in the bid request in full accordance with the terms of this contract.
3. Attend scheduled meetings with the SCFS and/or the County Partnership, or their duly authorized representatives, as requested and submit to the County Partnership, in a timely manner and in such a form as specified, requested written reports, to include at a minimum a year-end report.
4. Promote the activities specified in the bid request and this contract as being funded by the County Partnership.
5. Comply with Title VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended, and regulations issued pursuant thereto; the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto; the Drug Free Workplace Act, S.C. Code Ann. Sections 44-107-10, et seq. 1976, as amended; and any similar applicable laws, regulations or rules.
6. Ensure that no funds provided under this contract will be used for any partisan political activity, lobbying any federal or state governmental entity or official, or to further the election or defeat of any candidate for public office.

7. Fully participate, as requested, in the County Partnership's evaluation process, including collecting and providing to the County Partnership or SCFS any and all data and/or other information that may be required for such evaluation.
8. Submit to the County Partnership or its representative any other plans, reports, documents, or other products that the County Partnership or its representative may specify.
9. Comply fully and in a timely manner with all financial procedures established by the County Partnership, the SCFS, or their duly authorized representatives.
10. Maximize the use of in-kind contributions (volunteers, goods, services, facilities) and agree to assist the County Partnership in accurately quantifying those contributions and any other direct or indirect funding the County Partnership funds have leveraged. Provide a match of 15% in-kind contribution of goods and services.
11. The Contractor shall use or expend the funds provided by this contract only for the purposes for which they were appropriated by the General Assembly or collected by the State. A copy of any required audit must be filed with the County Partnership or its representative within one month of receipt of the final audit.
12. Promptly notify the County Partnership or its representative if the Contractor's tax status is changed, revoked, or modified in any way.
13. Receive written approval from the County Partnership prior to implementation of any changes by the Contractor in services or activities funded in whole or in part by the County Partnership of any changes in the budget for these services or activities.
14. Secure, maintain, and provide evidence of an Honesty Surety Bond in a form satisfactory to the County Partnership covering staff involved in the handling of funds allocated to the Contractor by the County Partnership when the total contract amount exceeds, or is expected to exceed, \$100,000.

*K. Payment for Services*

1. The total payments under this contract shall be in accordance with the budget outlined in Attachment I of this contract. The County Partnership shall not remit or pay funds to the Contractor prior to the effective date of this contract.
2. To receive payment for services, the Contractor shall submit invoices, at a minimum quarterly, to the County Partnership. The form of invoices and the frequency and basis for submitting and paying invoices, which should be no more than two times per month, shall be as agreed upon by the Contractor and the County Partnership in writing and attached to this contract.

3. The County Partnership or its representative shall cause payment to be made to the Contractor on an invoice based upon the determination by the County Partnership that the services or goods rendered and the invoice comply with the provisions of this contract.

[NOTE: On a limited basis as determined by the SCFS, the County Partnership and the Contractor may file a special consideration allowing the County Partnership to release funds in advance to a specified Contractor. The special consideration request must include an effective date, effective time period, and monetary amount distinct from those items of a similar nature listed elsewhere in this contract; each shall be subject to the prior authorization of the SCFS. The special consideration request should be an attachment to the contract. The County Partnership has the authority to cease advancing payments if the Contractor fails to make significant progress toward achieving outcomes as defined in the Scope of Work of this bid proposal, or if the quality of services or activities provided fails to meet County Partnership's standards and expectations for any reason, or if the Contractor fails to submit required reports in a timely manner.

L. Title to Equipment

Title to equipment acquired by the Contractor with contract funds shall vest in the Contractor, subject to the following conditions:

1. The Contractor shall use the equipment in the service or activities provided under the contract as long as needed. When equipment is no longer needed for the services or activities, or if operations are discontinued, the Contractor shall notify the County Partnership or its representative and receive written instructions regarding disposition of the equipment with which the Contractor shall comply.
2. When acquiring replacement equipment, the Contractor may use equipment purchased for use in any County Partnership contract as trade-in against replacement equipment for that contract subject to prior written approval of the County Partnership.
3. For equipment costing in excess of one thousand dollars (\$1,000), equipment controls and procedures must be in place to safeguard the assets according to the procedures mandated by the County Partnership.

M. Supplantation

The Contractor agrees that First Steps funds allocated to the Contractor shall not supplant or replace current funds spent within the county on behalf of young children and their families, but will be used to expand, extend, improve, or increase access to services or enable a community to begin to offer new or previously unavailable services in that community. The Contractor shall not use County Partnership funds in any circumstance where other funding sources are available or could be made available to the Contractor for those purposes.

N. Amendment

This contract may be modified by written amendment at any time upon prior written approval by the County Partnership. All changes shall be in effect only after being incorporated in a written amendment to this contract and signed by both the County Partnership and the Contractor.

O. Subcontracts/Agreements

Any subcontract or subagreement entered into by Contractor with funds provided under this contract is subject to prior review and approval by the County Partnership, must be in writing, and shall be subject to the same terms and conditions of this contract. The Contractor shall continue to be responsible for complying with the requirements of this contract.

P. Suspension

This contract may be suspended, in whole or in part, upon ten (10) days written notice to the Contractor's Contract Administrator by the County Partnership if, in the sole discretion of the County Partnership, the Contractor has materially failed to comply with terms and conditions of the contract, including all attachments and amendments. Suspension will remain in effect until:

1. The Contractor has taken corrective action as approved by the County Partnership or its representative;
2. The Contractor has given written assurances satisfactory to the County Partnership or its representative that corrective action will be taken; or
3. The contract is terminated by either party or by mutual consent of both parties.

Q. Termination

This contract may be canceled, in whole or in part, at any time:

1. By either party immediately for cause based on the other party's failure to comply with a material provision of this contract upon written notice to the other party's Contract Administrator;
2. By either party without cause upon at least thirty (30) days notice in writing to the other party's Contract Administrator; or
3. By mutual written consent of both parties.

After receipt of a notice of termination and except as otherwise directed by the County Partnership, the Contractor shall cease work under the contract on the date and to the extent specified in the notice of termination. Any termination in part by the Contractor is subject to the approval of the County Partnership. In the event of termination in part, both parties shall continue the performance of this contract to the extent not terminated. If the contract is terminated in whole as provided herein, the Contractor will be paid for approved expenses actually incurred under the contract through the termination date, provided that funds are available.

The Contractor must return to the County Partnership any unearned funds under the contract remaining in its possession once all funds for approved expenses actually incurred have been paid in full.

R. Extension

At the expiration of the term of this contract, the County Partnership shall, in its sole discretion, have the option to extend this contract for no more than four (4) one-year periods, for a total of five (5) years, by a written agreement, if funding is available and if the Contractor meets all requirements set by the County Partnership and all applicable guidelines of the State Board of Trustees.

S. Integration

This contract shall be construed to be the integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless contained in or incorporated by reference into this contract. No subsequent novation, renewal, addition, deletion, or other amendment shall be valid unless executed and approved pursuant to Section N of this contract.

T. Severability

It is expressly understood and agreed that in the event any one or more of the provisions of this contract shall be invalid or unenforceable for any reason, the remaining portions of this contract shall, nevertheless, remain in full force and effect, and the invalid or unenforceable provision(s) shall be deemed deleted.

U. Incorporations of Attachments

All attachments referred to in this contract are attached hereto, are expressly made a part hereof, and are incorporated herein as if fully set forth herein.

V. Waiver

Waiver of any default shall not be deemed to be a waiver of any prior, concurrent, subsequent, or other default. Waiver of a breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County Partnership and attached to this contract. Any failure by either party to specifically perform or to enforce performance exactly according to the terms of this contract shall not constitute an alteration of the same by way of enlargement, waiver, reduction, estoppel, or otherwise, unless confirmed in writing by both parties and attached hereto.

W. Miscellaneous

1. Each party shall, in writing, designate a Contract Administrator and provide all contact information for him or her. The Contract Administrator shall have the duties or functions assigned to him or her herein.
2. The Contractor shall provide and maintain continuously throughout the term of the contract all insurance coverages, including the type, amount and forms of coverage, required by the County Partnership.