



**COMPTROLLER
DEPARTMENT**

Purchasing Division

1001 East Ninth Street
Building D, Suite 200
Reno, NV 89512

Issue Date: October 2, 2023

RFP Number: 3239-24

TITLE: PROGRAMS FACILITY OPERATOR AT THE KIDS KOTTAGE CAMPUS

Sealed proposals shall be accepted until December 11, 2023 at 2:00 P.M. Pacific Time from qualified firms for RFP 3239-24 Programs Facility Operator at the Kids Kottage Campus. All inquiries for information concerning this Proposal shall be directed in writing to the County's designated representative:

EDWIN SMITH
Washoe County Purchasing Division
1001 E. Ninth Street, Building D, Ste. 200,
Reno, NV 89512-2845
ESMITH@WASHOECOUNTY.GOV

Sealed Proposals shall be submitted through the online services of www.demandstar.com. Proposals shall be opened December 11, 2023 at 3:00 P.M. Pacific Time.



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This Request for Proposal (RFP) is being advertised by Washoe County’s Purchasing Division on behalf of Human Services Agency to select one (1) firm with whom it hopes to negotiate a Contract for the described services. Issuance of this RFP shall in no way constitute a commitment by the County to execute a Contract. The County reserves the right to issue addenda to this RFP prior to the closing date. It is the Proposer’s responsibility to check for any addendums to this procurement at www.demandstar.com prior to Proposal submission. Submission of a Proposal constitutes acknowledgement of this RFP and all subsequent amendments. The County reserves the right to reject any or all Proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the County to do so.

PROJECT BRIEF and SCOPE OF SERVICES

The Scope of Services is found in Attachment A.

INSTRUCTIONS TO PROPOSER

Task	Date
Release Date	<i>October 2, 2023</i>
<u>All site visit requests require scheduling in advance and to be completed COB 11/3/2023</u>	
Proposers’ questions due	<i>November 9, 2023</i>
County’s answers posted to website	<i>November 15, 2023</i>
Proposal due	<i>December 11, 2023 2:00pm</i>
Proposal opening	<i>December 11, 2023 3:00pm</i>
Anticipated Contract Start Date	On or Around July 1, 2024 - contract start date may vary based on the Agency’s need to transition care.

***All times referenced in this RFP are Pacific Standard Time.**

The Proposal shall respond to each Evaluation Factor, listed below. Provide clearly titled sections, referencing the same number and title as the Evaluation Factor being addressed.

EVALUATION FACTORS

Responsibility of Proposer will be evaluated based on the evaluation factors listed below:

1. QUALIFICATIONS OF VENDOR: (weight 10%)

Demonstrates Competence in Emergency Group Home to include:

- Ability to plan for appropriate staffing levels for a constantly changing population;
- Plan for activities and daily care for children who are a wide variety of ages in care at one time;
- Understanding of the effects of trauma, removal and attachment needs for children placed;
- Ability to understand and assist with making connections and relationships for children in care;

- Knowledge of and activities to demonstrate a caregiver’s role in case planning, transitions and the placement process;
- Ability to provide for and accommodate additional (outside) resources for a child’s mental, physical and social emotional health; and
- Evidence of ability to provide to deescalate children/youth in crisis and have training in models *such as: CPI or Handle with Care*.

Demonstrates Competence in Transitional Living to include:

- Evidence of ability to manage program as one that is separate from other programs and services on campus;
- Knowledge of development and implementation of individual plans to meet each youth’s needs on independent living;
- Understanding of trauma and separation on ability to sustain a stable lifestyle;
- Plan to involve community resources for education and long-term support of residents; and
- Evidence of ability to form and carry out a transition plan for residents.

Demonstrates Competence in Foster Group Home standards and regulations to include:

- Knowledge of the daily operation of a Foster Group Home;
- Understanding of unique elements of care for children who are in the process or have recently reunified with family;
- Daily activities that support relationship development and stability activities for a child’s family and their parenting needs;
- Collaboration with outside agencies to meet child’s needs;
- Plan for transitioning responsibility of care to family members including payment, meal provision, transportation and moving to a community childcare provider; and
- Curriculum development taking into account child’s age, functioning level and experience to foster care.

2. QUALIFICATIONS OF STAFF: (weight 10%)

Evidence of Adequate/Appropriate Education.

Evidence of Adequate/Appropriate Work Experience.

Evidence of Education/Training.

Documentation of Licensures, Certifications, etc.

3. SERVICE DELIVERY (weight 10%)

Proposal indicates services are tailored to service needs.

Proposal indicates willingness to provide prompt service.

Proposal indicates ability to perform the promised service dependably and accurately.

4. ADHERENCE TO RFP REQUIREMENTS (weight 10%)

Proposal demonstrates a clear understanding of the services needed

Proposal meets the minimum requirements as described in the RFP

5. TRANSITION & STAFFING PLAN (weight 10%)

Proposal includes a plan for transitioning staff from current contract to the new contract.

Proposal identifies tasks, monitoring and other support roles needed to perform services.

6. QUALITY ASSURANCE (weight 10%)

Proposal includes adequate detail regarding operational policies and procedures manuals.

Proposal includes adequate detail regarding quality assurance processes.

Proposal includes adequate detail regarding Risk Management activities.

Proposal includes adequate detail regarding Risk Prevention activities.

7. CORPORATE CAPABILITIES (weight 10%)

Proposal reflects vendor has adequate corporate and financial resources to perform services.

Proposal reflects vendor has clear organizational processes for addressing and resolving concerns.

8. CULTURAL FIT (weight 10%)

Proposal includes language, values, attitudes, beliefs, and/or customs of the organization.

Proposal describes cultural goals, strategies, and/or expectations (may be addressed as staff training)

9. SOCIAL VALUES (weight 10%)

Proposal reflects emphasis on principles of care (dignity, respect, inclusion, etc.)

Proposal addresses continuum of care, opportunities for well-being, and community collaborations

10. PRICING (weight 10%)

Proposal reflects vendor has adequate financial and operating resources to perform services.

Proposal includes clear explanation(s) of anticipated costs.

Proposal includes a detailed operating budget.

Proposal distinguishes start-up/one-time costs from ongoing costs.

The Proposers shall follow these guidelines in preparing their Proposals:

1. Proposals shall be submitted in two (2) distinct parts - the **Technical Proposal** and **Cost Proposal**. The Technical Proposal **shall not** include any cost information.
 - a. Proposers shall provide one (1) PDF Technical Proposal file that includes the following:
 - i. A cover letter containing the Proposing Proposers contact information including name, mailing address, telephone number, and email address; and
 - ii. A response to each of the Evaluation Factors, excluding Cost; and
 - iii. Resumes and any other pertinent documentation
 - b. Proposers shall provide one (1) PDF Cost Proposal file that includes the following:
 - i. Attachment B, Cost Schedule
 - ii. Proposers shall include any other cost relevant data

Failure to meet the above stated requirements and limitations may result in a Proposal being deemed non-responsive at the County's sole discretion.

Each Proposer **must** submit its Proposal through www.demandstar.com or deliver to the Washoe County Comptroller's Office, 1001 E 9th Street, Building D, Room 200, Reno, NV 89512.

Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified; Proposals can be modified through demandstar.com any time prior to the date and time specified above. The modified Proposal must be received before the time and date specified above for receipt of Proposals.

Proposals received after the specified deadline **will not** be considered and will be disposed of in an appropriate manner suitable to the County, in its sole discretion.

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal and as defined in NRS 332.025. The failure to mark this information as defined in NRS 332.025 and 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the County. Separate redacted proposal file(s) must be received at the time of proposal submission to be considered. If the County reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the County will contact the Proposer. The Proposer must advise the County as to whether it either accepts the County's determination that the information is not confidential or withdraws the information. The Proposer will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 332, the County retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

For general information about the county and public records requests, call 311 in Washoe County or (775) 328-2003 if outside of Washoe County, or email washoe311@washoecounty.gov.

The County assumes no financial responsibility in connection with the Proposers' costs incurred by attending the pre-submittal meeting if required, in the preparation and submission of the Proposal packets, or by attending the oral interviews, if such interviews are conducted by the County in its sole discretion.

RULES OF CONTACT

After release of this RFP and through the Notice of Award of the Contract, the Proposers shall **ONLY** correspond with the County regarding this RFP through the County's designated representative. The designated representative's contact information is located on page 1 of this document.

The Proposers shall not contact County employees, including Department heads, members of the review committee and/or any official who will participate in the decision to award the Contract regarding the Project, except through the process identified above. Any communications determined to be improper may result in disqualification, at the sole discretion of the County. Any official information regarding the RFP will be disseminated by the designated representative. Specific information necessary for the preparation of Proposals will be disclosed to all Proposers. The County will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a Proposal being deemed non-responsive in the County's sole discretion.

SITE VISIT

All site visit requests require scheduling in advance and to be completed COB 11/3/2023. This site visit shall enable prospective respondents to become fully cognizant of the services required.

Respondents are required to submit a request for a site visit. The request should include no less than 3 possible dates and times. To confirm their intention to participate in the walk-thru, proposers will contact Edwin Smith at 775-328-2284, or esmith@washoecounty.gov.

PROPOSER QUESTIONS

Any irregularities or lack of clarity in the RFP must be brought to County's attention, in writing, as soon as possible, so that corrective addenda may be furnished by the County in a timely manner to all Proposers.

Any questions raised by Proposers must be submitted in writing through the email of the designated representative no later than 2:00 P.M. PT, on November 9, 2023. The County will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on or around **November 15, 2023**. Only requests submitted to the designated representative will be responded to. No requests for additional information or clarification to any other County office, consultant, or employee will be considered.

NEVADA BUSINESS LICENSE REQUIREMENT

The selected Proposer, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Additionally, if the Proposer is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Award of any Contract is contingent on a Proposer having and holding an active and valid Nevada State Business License. The successful Proposer must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a Proposer is unable or unwilling to adhere to this requirement, the County will deem the Proposer to be non-responsive, and the County will proceed to negotiate with the next most qualified firm, and so on, until a Contract, that is acceptable to the County, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit www.nvsos.gov. Business licenses can be obtained immediately by applying on-line; however, paper applications may take several weeks to process.

INSURANCE REQUIREMENTS

The awarded Vendor must maintain, for the duration of its Contract, applicable insurance coverage. Work under the Contract shall not begin until after the awarded Vendor has submitted to the County acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the County in its sole discretion will be deemed a breach of contract.

Washoe County adheres to NRS 41.035, Limitation on award for damages in tort actions.

SELECTION PROCESS

First, the Proposer's Proposal will be reviewed by the County's designated representative or delegated County staff to verify the Proposal has been submitted correctly pursuant to the Instructions to Proposer. Proposals that are not submitted correctly may be deemed non-responsive at the sole discretion of the County. The County's designated representative will also verify that all proposing Proposers are not on the State of Nevada, Federal, or County debarment and suspension lists.

Selection will be based on the Evaluation Factors, which will be used by an Evaluation Committee to evaluate the Proposals. The entire Evaluation Committee shall remain anonymous to protect the integrity of the procurement process. The Evaluation Committee will individually review and score the Technical Proposal and then a meeting will be held to discuss their evaluations and determine the final Total Score. The Cost Proposal will remain hidden from the Evaluation Committee and scored using the process outlined in the Evaluation Factors by the County. After the Technical Proposal scoring has been finalized, the County will allow the Evaluation Committee to review the Cost Proposals. The Evaluation Committee may ask for clarification of a Cost Proposal prior to finalizing the Cost Proposal scoring in its sole discretion. Once the Evaluation Committee approves the scoring of the Cost Proposal evaluation, the Technical Proposal score will be combined with the Cost Proposal score to determine the final Total Score.

Presentations **may** be conducted, at the County's sole discretion, for any Proposer that submits a Proposal. In the event that the County elects to conduct presentations, the County will initially advise the top ranked proposers of the format for such presentation and will be provided with a schedule for such presentation.

In the event of presentations, the final ranking will be determined based entirely on the presentation scores. Technical Proposal scores will not be factored into the final ranking. The Evaluation Committee may use the information submitted in the Proposer's Proposal package, the information referenced in this RFP, and the information given at the presentation, if applicable, to arrive at the final ranking.

Failure of a Proposer to appear at the presentation, if the Evaluation Committee elects to conduct such presentations, will be considered non-responsive, and that Proposer will be eliminated from any further consideration.

The Proposals will be ranked, and a Contract may be negotiated following the selection of a most qualified Proposer. If an acceptable Contract cannot be reached with the highest ranked Proposer, the County may proceed to negotiate with the next highest ranked Proposer, and so on, until an acceptable Contract is negotiated, or the County, in its sole discretion, elects to terminate the solicitation.

AWARD PROCESS

The County shall issue a Notice of Intent to Award. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BCC, when required. Negotiations shall be confidential and not subject to disclosure to competing Proposers. The terms agreed to by the parties shall be confidential until a Contract is agreed upon. If Contract negotiations cannot be concluded successfully, the County, at its sole discretion and upon written notice to all Proposers, may negotiate a Contract with the next highest-ranking Proposer or withdraw the RFP and cancel this procurement.

Upon the successful negotiation and execution of a Contract, the County shall issue a Notice of Award, at which time Proposals are public record and can be requested from the County via a Public Records Request.

For general information about the county and public records requests, call 311 in Washoe County or (775) 328-2003 if outside of Washoe County, or email washoe311@washoecounty.gov.

TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with NRS Chapter 332.

The County reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time, if, in the sole discretion of the County, it is in the best interest of the County to do so.

The County reserves the right to waive informalities and minor irregularities in Proposals received.

The County reserves the right to reject any or all Proposals received prior to contract award (NRS 332.075).

The County shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the County after all factors have been evaluated (NRS 332.065).

Alterations, modifications or variations to a Proposal may not be considered unless authorized by the RFP, or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the requirements of this RFP, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the County and will not be returned. The County's selection or rejection of a Proposal does not affect this right. Each Proposal shall be retained for official files and will become public record after execution of a Contract. Only specific parts of the Proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the County for honoring such a designation; unsuccessful Proposals containing "trade secrets" will be returned pursuant to NRS 239.010. The failure to label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the County. The County shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

The awarded Proposer will be the sole point of Contract responsibility. The County will look solely to the awarded Proposer for the performance of all contractual obligations, which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all its subcontractors.

The awarded Proposer must maintain, for the duration of its Contract, insurance coverage as set forth in the Contract executed in response to this RFP. Work under the Contract shall not begin until after the awarded Proposer has submitted to the County acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the County in its sole discretion will be deemed a breach of contract.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a Proposal in response to this RFP, each Proposer affirms that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's Proposal. An award will not be made where a conflict of interest exists. The County, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the County's selection of a Proposer. The County reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

The County will not be liable for Federal, State, or Local excise taxes.

The County reserves the right to negotiate final Contract terms with any Proposer selected. The Contract between the parties will consist of the final executed Contract, the RFP with any modifications thereto, and the awarded Proposer's Proposal with any modifications and clarifications thereto that are incorporated at the request of the County during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, Amendments to the RFP, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in the final executed Contract.

The Proposer understands and acknowledges that the representations above are material and will be relied on by the County in its evaluation of a Proposal. **Any misrepresentation by a Proposer shall be treated as fraudulent concealment from the County of the true facts relating to the Proposal.**

No announcement concerning the award of a Contract as a result of this RFP can be made without the prior written approval of the County.

The County reserves the right to conduct a Best and Final Offer (BAFO).

Pursuant to NRS 332.065, Washoe County cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or Proposal, Proposer agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 332.065(5).

APPEAL PROCEDURE

Any unsuccessful Proposer may appeal a pending Proposal award prior to award by Washoe County. The appellant must:

Submit a written protest to Purchasing and Contracts Manager within seven (7) calendar days of posting of the Recommendation to Award or Intent to Award Notice on www.DemandStar.com.

Describe, in the written protest, the issues to be addressed on appeal.

Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by Washoe County, who will hold the bond or other security until a determination is made on the appeal.

Post the bond or other security in the amount of 25% of the total dollar value of appellant's Proposal, up to a maximum bond or other security amount of \$250,000.

Not seek any type of judicial intervention until Washoe County has rendered its final decision on the protest.

Washoe County will stay any award actions until after the Purchasing and Contracts Manager has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the Washoe County Board of Commissioners, who will render a final decision for the County. No Proposal protests will be heard by the Board of Commissioners unless the Proposal has followed the appeal process.

If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the County because of the unsuccessful appeal.

ATTACHMENTS

Attachment A – Project Brief and Scope of Services

Attachment B – Cost Proposal

Attachment C – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

ATTACHMENT A: PROJECT BRIEF AND SCOPE OF WORK

Intent and Overview of Project

Washoe County Human Services Agency (WCHSA) is seeking a qualified contractor to provide programming for children at the Kids Kottage Campus on behalf of the Washoe County Human Services Agency (WCHSA).

WCHSA is seeking a **single** qualified contractor to serve as operator at the Kids Kottages Campus operating up to four existing buildings.

The County intends to award an Agreement for the Operation of the Kids Kottage Campus for a one (1) year period from with the option to renew for four (4) one (1) year periods.

The programs and the respective locations and hours of operation for programs at the Kid Kottage Campus are identified as follows:

- **Emergency Group Home – KK1**
 - Hours of operation: Twenty-four (24) hours per day, seven (7) days per week, including holidays.
- **Emergency Group Home – KK Too**
 - Hours of operation: Twenty-four (24) hours per day, seven (7) days per week, including holidays.
- **Emergency Group Home – KK3**
 - Hours of operation: Twenty-four (24) hours per day, seven (7) days per week, including holidays.
- **Activity Center**
 - Hours of operation: 6:00 am to 12:00 am, seven (7) days per week including holidays.

Proposers are required to clearly distinguish in their responses how they will staff and operate the program to meet the general requirements applicable in additions to the program specific requirements of this RFP.

Scope of Work

Prospective contractors must demonstrate the ability to provide programming for children at the Kids Kottage Campus on behalf of the Washoe County Human Services Agency (WCHSA), proposers must:

Program Requirements

1. Operate, staff, and maintain the Kids Kottage Campus programs as follows:
 - a. Emergency Group Home for the temporary care of up to 45 neglected, abandoned and abused minor children, up to eighteen (18) years of age with County discretion to extend up to age 21; and
 - b. The Activity Center will be used use by all programs ages 0 through 21 for youth in the Emergency Group Home. Other foster care providers can use the facility as allowed by WCHSA administration.
2. The Contractor shall have sole responsibility for hiring, training, supervising, and discharging employees.
3. The contractor shall conduct or provide for all required background checks on employees or volunteers according to program specific guidelines.
4. The Contractor shall be willing to collaborate with mental health provider(s) designated by the WCHSA to provide any mental health or rehabilitation services to children as recommended by a mental health provider or by WCHSA.

5. The Contractor shall maintain facility licensure under NRS 424 and NAC 424 and maintain compliance with licensing standards, WCHSA Quality Parenting Standards for Foster Parents”, and the provisions of this Agreement. Contractor shall renew said licensure yearly or as prescribed by the licensing agency.
6. The Contractor shall maintain the operational policies and procedures manual for employees subject to approval of the County.
7. The Contractor shall not discriminate on the basis of race, color, national origin, disability, religion, gender, age, marital status, political affiliation, sexual orientation or any other reason in accordance with the United States Constitution, the Civil (NAC 424.550).
8. Under the provisions of this Agreement, live-in residency of employees shall be prohibited.
9. The Contractor shall operate the Activity Center and keep it locked when not in use; WCHSA will schedule usage with outside collaborative agencies.
10. The Contractor shall provide a program which meets the day to day physical, nutritional, emotional, educational, recreational, developmental, and other growth needs of children placed in accordance to the child’s program participation, needs and abilities.
11. The Contractor shall maintain an adequate supply of clothing, provided by WCHSA, on-site for children housed as needed in accordance to the child’s program participation, needs and abilities.
12. The Contractor shall enroll school-aged children in school within one (1) workday of placement as necessary or secure appropriate learning opportunities for older youth and ensure each child’s transportation to school, unless otherwise directed by WCHSA in conjunction with Washoe County School District.
 - a. Contractor shall supply a digital image of the child within twenty-four hours (24) hours or one (1) business day of acceptance and placement, using Contractor’s camera which must be capable of producing immediate digital photographs.
 - i. The contractor shall maintain this photograph as part of the child's record and identity kit.
 - ii. The identity kit shall include information related to the child that includes, but is not limited to, referral information, a photograph, and descriptors such as hair color, eye color, height, weight, and obvious birthmarks or scars.
13. The Contractor shall prohibit child abuse, neglect, exploitation and corporal punishment.
14. The Contractor shall schedule an EPSDT screening exam (Early Periodic Screening Diagnosis and Treatment) is scheduled within 24 hours of placement and completed within 30 days. In the event the child cannot be seen by their primary health care provider within 30 days or the child is not established with a primary health care provider, the WCHSA Medical Unit can be utilized to complete the EPSDT.
15. The Contractor shall prohibit smoking within the Emergency Group Homes and Activity Center and any vehicles transporting children or in the direct presence of foster children (NRS 424.500).
16. The Contractor shall furnish the County with monthly census and financial reports upon submission of monthly invoicing for each distinct program. Monthly financial reports shall be broken down by program area and reflect contract budget, monthly expense and year to date expenditure. Contractor shall provide an annual program report for the full contract programming period by May 1st of each calendar year, and other reports on a regular or intermittent basis as may be requested.
17. The Contractor shall acknowledge that all records concerning the program, its procedures and operations, its residents and employees, and its food service operation, shall be the property of County, and shall be released to the County upon request and upon termination of the Agreement.
18. The tentatively selected Contractor shall submit upon request, no later than **April 1, 2024** a manual of policies and procedures for shelter operation. Prior to execution, the County will require a copy of the Contractor’s manual of policies and procedures for shelter operation acceptable to the County. Any

subsequent proposals for modification to the policies and procedures manual shall be submitted to WCHSA with the proposed changes clearly marked in a manner such that they can be replicated by photocopying.

19. The Contractor shall neither conduct nor permit the operation of any other business on the premises.
20. Safety and security measures shall be provided by the Contractor as part of the operational policies and procedures for each program area. Security measures are currently built into the building itself, (i.e. keyless entry into building, alarms on doors).
21. The Contractor shall maintain a confidential posture consistent with WCHSA policies and procedures respecting any child placed or his family and prohibit visitors to the shelter except as authorized by WCHSA.
22. The Contractor shall provide reasonable visitation hours to include weekends and evenings to accommodate parents visiting their children.
23. The Contractor shall prohibit still or video photography of children in residence except as authorized by WCHSA.
24. The Contractor shall refrain from engaging in public comments, participating in social media posting, and/or giving interviews concerning the shelter or its operation except as authorized by WCHSA.
25. The Contractor shall provide access to telephone service to enable either the children or employees of the County to receive or initiate calls, including the capacity of video calls.

Facility Operation Requirements

1. The Contractor shall be responsible for the following operational requirements:
 - a. The Contractor shall achieve licensure and maintain all licenses as required for each program;
 - b. The Contractor shall ensure routine facility maintenance and cleanliness, including necessary cleaning supplies;
 - c. The Contractor shall collaborate with WCHSA to facilitate regular maintenance checks by County personnel; and shall report any building concerns to WCHSA when identified;
 - d. The Contractor shall utilize the County facility inspection, maintenance and work order request system with respect to County equipment and furnishings;
 - e. The Contractor shall notify County within two hours of any situation which threatens the safety of any child in placement, damage to property of others or of personal injury to anyone;
 - f. The Contractor shall notify County within twenty-four hours of damage to property valued at \$150.00 or more or during emergency situations, defined as any situation whereby operations are affected to the point of non-compliance with Nevada Licensing standards, WCHSA "Quality Parenting Standards for Foster Parents" or the terms and conditions specified in this Agreement;
 - g. The Contractor shall notify County within one (1) week for non-emergency situations or property damage valued at less than \$150.00;
 - h. Contractor's equipment shall also be repaired or replaced, by Contractor, according to the schedule indicated above; and
 - i. The County shall conduct an inventory of all County-Owned equipment upon commencement of the contract. After that the Contractor shall be responsible to conduct a semi-annual inventory of all County-owned equipment at the facility, and assume financial responsibility for replacement costs of damaged or missing County-owned equipment when the contractor's staff is found to be negligent. A copy of the inventory shall be provided to WCHSA upon completion. Upon termination of the contract a final inventory will be conducted as part of the close out process.

2. The Contractor shall obtain WCHSA approval prior to modifying the designated function of any room within the facility.
3. The Contractor shall obtain WCHSA approval prior to installing equipment in or about the facility.
4. The Contractor shall ensure that all personal property under Contractor's care is safeguarded and that the clothing and personal care items of all children in care are hygienically maintained.
5. The County shall be absolved of liability for loss of personal belongings under circumstances involving vandalism, theft, or Contractor negligence.
6. The Contractor shall provide on-site photocopying for the use of programs. The copier is not intended for public use.
7. The Contractor shall adhere to the manuals, schedules and plans submitted during the proposal process and under this Agreement unless extenuating circumstances acceptable to WCHSA arise.
8. The Contract shall develop and implement a process for accepting payments for services provided and remitting to WCHSA.

Food and Recreation Requirements

1. Contractor shall provide the following minimum food and recreation requirements of children in residence:
 - a. The Contractor shall purchase food and serve a minimum of three (3) nutritious meals per day plus three (3) snacks for each child's participation in individual programs;
 - b. The Contractor shall adopt policies and procedures acceptable to WCHSA, which reflect the need of children in each of the programs to have food readily available and in reasonable quantity; and
 - c. The Contractor shall provide a written weekday, weekend, and school-holiday recreation program, planned in consultation with a person knowledgeable about children's recreational and developmental needs and planned in consideration of the diverse ages of children who may be received for care in each of the programs.

Transportation Requirements

1. The Contractor shall agree to adhere to the following transportation requirements, and shall maintain documentation as required to support compliance:
 - a. The Contractor shall provide and maintain vehicles in good and safe operating condition;
 - b. The Contractor shall maintain automobile insurance at all times;
 - c. The Contractor shall require drivers to hold a valid driver's license;
 - d. The Contractor shall prohibit any employee who accumulates eight or more demerits from operating a vehicle while performing duties pursuant to this Agreement; and
 - e. The Contractor shall maintain sufficient staffing to provide transportation for children in care to all case plan activities, school, appointments, extracurricular activities and employment, in accordance with time periods specified by WCHSA which may include times outside of normal business hours, or as requested by Washoe County as specific needs occur.
2. Successful proposer shall provide the drivers with a cellular phone; and shall maintain a policy on distracted driving which must be approved by WCHSA and acknowledged by all drivers.

Staff Qualifications

1. The Contractor shall provide qualified staff to supervise children entrusted for care.
2. The Contractor shall establish job classifications including minimum qualifications for employment which

must be approved by WCHSA.

3. The Contractor shall propose a staffing plan and if selected shall collaborate with WCHSA to finalize the staffing plan including any necessary adjustments determined by WCHSA.
4. All employees and volunteers must obtain Direct Care Staff clearance through County prior to having unsupervised caregiving responsibilities with children.

Staff Training Requirements

1. The Contractor will submit an initial and ongoing training schedule for WCHSA review and approval.
2. The Contractor shall ensure the initial training program is consistent with the requirements outlined in NAC 424.270, which includes courses in first aid, CPR, infectious disease control, child development, infant care, adolescent behavior, age-appropriate discipline, and child abuse and neglect dynamics and reporting requirements, and effects of childhood trauma. Annual requirements will include at least 4 hours of training in the topic area of foster parenting plus one training pertaining to the LGBTQ+ population. Due to the emergent nature of the facility, contractor's staff must also complete restraint training that is accredited by all major professional regulatory bodies and complies with all Federal and State laws. Staff shall receive such training prior to, or within ninety (90) days of commencement of employment at the facility as directed by County.
3. The Contractor shall ensure initial and ongoing training shall conform to WCHSA Quality Parenting Standards for Foster Homes and shall include valid CPR certification.

Staffing Level, Positions, Salaries, and Benefits Requirements

1. The Contractor shall calculate and maintain separately the staff-to-child ratio for each program based on licensing requirements or at the direction of County.
2. The Contractor shall hire and maintain, at each facility, sufficient, qualified and -trained staff to maintain a minimum caregiver-to-child ratio.
3. The Contractor shall ensure a minimum of two (2) caregivers shall be provided, at all times, in each facility when children are present except
4. Failure by Contractor to meet minimum caregiver-to-child ratio requirements set forth above will result in a licensing investigation and may result in a penalty to Contractor of \$200.00/per absent caregiver required. Ongoing violations may result in the termination of the contract.
5. A caregiver is an adult employee of the Contractor and has Direct Care Staff clearance through County, who is actively engaged in supervising, working with, and attending to the needs of children in residence.
6. The Contractor shall follow all federal and state labor laws.
7. The Contractor shall ensure that all staff remains awake while on duty.
8. The Contractor shall ensure there is a supervisor or designated person-in-charge at each building during times children are present.
9. The Contractor shall maintain a viable pool of available licensed/cleared and trained on-call personnel.
10. The Contractor understands that the exact number of employees and hours may vary as necessary to fulfill the obligations of this Agreement based upon the number of children or special needs of the children in residence at any given time.

License and Verification Requirements

1. The Contractor shall obtain and maintain the following licensures.
2. The Emergency Group Homes shall be licensed as "a Group Foster Home" by the Washoe County Human

Services Agency pursuant to NRS 424 and NAC 424;

3. The Contractor must be willing to comply with the Washoe County Human Services Agency "Quality Parenting Standards for Foster Parents".
4. The Contractor will be required to obtain local and state business licenses as appropriate and possession of said licenses is not a prerequisite for submitting a proposal.
5. The Contractor will be required to maintain active registration in SAM.gov. The SAM Exclusions check is to ensure vendor is not debarred, suspended, or excluded from federal funding.
6. The Contractor will be required to pay promptly when due, all required fees related to licenses.

Proposed County Obligations

1. The County shall maintain the exterior of the facilities and grounds, including landscaping and snow removal, and any permanently-installed fixtures.
2. The County shall maintain the interior equipment which is permanently attached to the structures, and County-owned washers, dryers, refrigerators, freezers, televisions, telephones, and data processing equipment.
3. The County shall determine the need to repair or replace County owned equipment and appliances that may become damaged or inoperable. Contractor maybe held responsible for cost of repair or replacement if determine the cause was negligence of the Contractor or any of their employees.
4. The County shall maintain the interior of the facilities according to the current maintenance schedule for other County buildings, to include the correction of any physical safety hazards or violations, limited to carpet shampooing, window washing, painting, and flooring replacement as may be required.
5. The County shall pay for children housed at the facility for the date placed and each subsequent date thereafter but excluding the day of removal; however, payment will be made when date placed, and date of removal are the same day.
6. The County shall provide telephone and internet including equipment, installation and monthly local service.
7. The County shall provide WCHSA's assistance, when able, to Contractor in scheduling and providing training.
8. The County shall provide clothing, and hygiene items, for all children housed.
9. The County shall assume responsibility for the costs of health screening and necessary medical or dental treatment. In case of dispute WCHSA will determine necessity.
10. The County shall monitor caregiver-to-child ratio compliance of Contractor by program area. Contractor's failure to meet minimum caregiver-to-child requirements by program area may result in licensing investigation(s) and/or monetary penalties.

ATTACHMENT B: COST PROPOSAL

Cost Proposal Requirements

The Contractor shall provide cost proposals for operating Emergency Shelter programs in up to 45 children, in potentially 3 buildings with no building housing more than 15 children per building. Administrative costs may be spread across the three (3) program areas. Program specific cost information to be included in each cost proposal is identified below:

Emergency Group Home

Proposer should include a per bed day rate per child in the Emergency Group Home. The per bed day rate per child should be a blended rate that encompasses the Contractor's total costs of operating the program and should include administration, labor, supplies, food, and incidentals, including the additional coverage necessary to supervise the occasional sheltering of children under the age of 2 years, and special needs children.

Daily operation of the Emergency Group Home program established within Washoe County facilities that provides short term care for children ages 0 through 21 that are in the legal custody of WCHSA or have signed an agreement for involvement in the Extended Foster Care program, and numbers an approximate daily average number of bed days of 35. Shelter operations include providing a program which meets the day-to-day physical, nutritional, emotional, educational, recreational, developmental, and supervision needs of all children placed. Consideration of the diverse ages of children who may be received for care will be used in purchasing and preparing 3 nutritious meals and 3 snacks per day, designing a daily written plan for recreational programming, participating in educational needs such as school enrollment and meetings, and in facilitation of "normal" child activities including outings and earning allowance for specified responsibilities.

Activity Center

The Contractor will provide monitoring and oversight of the Activity Center, scheduling its use and locking the facility when it is not in use. Operation hours shall be a standard of 6:00 am to midnight unless extenuating circumstances are agreed upon by both contractor and WCHSA. The activity center includes all programs ages 0 to 21 for all youth in foster care or involved in the Extended Foster Care program.

All Programs

The Contractor shall participate in supervision of parental visits between children and parents, family members or other important individuals in the child's life.

While the intent is to select a single contractor, the County reserves the right to make multiple awards if a single qualified respondent is not identified for all the sites identified through this Request for Proposal process.

The County reserves the right to adjust the number of days of service and the service levels themselves at any time during the term of the resultant agreement and shall provide the successful respondent(s) not less than seven (7) days' notice of any change in service level(s). The successful respondent(s) shall agree to prorate the cost for services at any of the locations whereby service levels shall be changed in a fair and equitable manner agreeable to Washoe County.

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective Proposer, _____ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____