



ATTACHMENT B: PROPOSING AGENCY AGREEMENT

AGREEMENT BETWEEN PROPOSING AGENCY AND FIRST STEPS KENT UPON SUBMISSION OF A PROPOSAL FOR FUNDING _____,
(Proposing Agency's Legal Name)

understands and agrees that the following provisions are part of its official proposal and as such become binding on it subsequent to the award of any funds by First Steps Kent.

I. PROPOSING AGENCY

- a. By submission of its Proposal, the Proposing Agency agrees that the Proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal, unless specifically excluded by the Proposing Agency in its proposal. The successful proposal may be incorporated into the contract.
- b. If a Proposing Agency intends to use subcontractor(s), the Proposing Agency must identify in its proposal the names of the subcontractors and the portions of the work the subcontractors will perform.
- c. Proposing Agency agrees to submit to First Steps Kent all information requested about names of persons with an ownership or control interest in the Agency, any actual or potential conflict of interest, past business transactions, current or pending legal action against the Agency.
- d. Upon award of any contract, if non-governmental, Proposing Agency agrees to submit copies of its Articles of Incorporation and Bylaws upon request from First Steps Kent.
- e. Proposing Agency agrees to disclose whether any persons with an ownership or controlling interest in the Agency have been convicted of a criminal offense related to their involvement with programs serving families and/or children. First Steps Kent may refuse to consider the proposal of any Proposing Agency that does not comply. Subsequently, First Steps Kent may immediately terminate the contract without liability if the Proposing Agency does not comply with request.

- f. A person who is legally authorized to bind Proposing Agency to a Contract shall sign the Proposal.

II. QUALIFICATION OF PROPOSING AGENCY

- a. Proposing Agency must possess the potential ability to perform successfully under the terms and conditions set forth in the RFP/COF. Consideration shall be given to such matters as Proposing Agency's integrity, record of past performance, and financial and technical resources.
- b. First Steps Kent shall make such investigations as deemed necessary to determine the ability of a Proposing Agency to perform professional services.
- c. First Steps Kent reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposing Agency fails to satisfy First Steps Kent that said Proposal is properly qualified to carry out the obligations of the final Contract.

III. CONFLICT OF INTEREST

- a. It is the responsibility of the organization submitting a proposal to notify First Steps Kent in writing of any possible conflict of interest as set forth below. First Steps Kent will investigate the matter and determine if an actual conflict of interest exists.
- b. No officer, employee, or agency of a Proposing Agency who is involved in the planning, approval, or implementation of the contract, shall participate in any decision relating to the contract, which affects his or her personal or pecuniary interest or the interest of any corporation, partnership, or association in which he or she may be directly or indirectly involved.

IV. COMPLIANCE

- a. The Proposing Agency agrees that services will be carried out according to the regulations, policies, procedures, terms and conditions of its proposal as approved by First Steps Kent in making an award of funds.
- b. The Proposing Agency agrees to comply with all policies in the Ready by Five Early Childhood Service Provider Manual as well as all applicable laws, regulations, policies, minimum standards and procedures established by First Steps Kent and the Kent County Board of Commissioners in the execution of a contract award, including the Ready by Five Early Childhood Millage Code of Ethics.
- c. Proposing Agency warrants in submitting a Proposal and in the performance of an award as a result of the Proposal that Proposing Agency has complied with, or will

comply with, all applicable federal, state, county, and local laws, ordinances and all lawful orders, rules and regulations hereunder.

- d. The Proposing Agency, by submitting the Proposal or performance that results from an award by First Steps Kent, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age, sex, sexual orientation, marital status, and disability, and otherwise as required or permitted by law. Proposing Agency further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.
- e. The Proposing Agency agrees to obtain and maintain general liability insurance in amounts necessary to cover all claims which may arise out of the Proposing Agency's operations under the terms of the contract and provide proof of such insurance coverage to First Steps Kent prior to the effective date of the contract.

V. COOPERATION WITH THE READY BY FIVE EARLY CHILDHOOD NETWORK

- a. The Proposing Agency agrees to cooperate with First Steps Kent in its efforts toward developing a comprehensive and coordinated system of services by participating in joint planning efforts and referral networks, and other activities to meet this goal.
- b. The Proposing Agency agrees to not make any statement attributable to or on behalf of First Steps Kent or Kent County without prior written approval from First Steps Kent.
- c. The Proposing Agency agrees to engage in service activity promotion through the various news and public media; and agrees to acknowledge the sponsorship of First Steps Kent and Ready by Five Early Childhood Millage on all announcements and public information materials.
- d. Any promotional materials, including films, slides, books, reports, including annual reports, pamphlets, papers, or articles in printed format or per social media (e.g. Facebook and websites) based on activities receiving support under the contract, shall contain acknowledgment of the Ready by Five Early Childhood Millage by way of prominent placement of the First Steps Kent/Kent County seal and/or any revised County "mark," and statement stating that all services and programs are provided support from the Ready by Five Early Childhood Millage funds.

VI. FUND USE, AUDITS, AND ASSESSMENTS

- a. The Proposing Agency agrees to seek other sources of funding in addition to Ready by Five Early Childhood Millage funding for the services and to demonstrate effective planning for progressive project maintenance through its own resources.
- b. The Proposing Agency agrees that Ready by Five Early Childhood Millage funds made available will in no event supplant existing private foundation or other philanthropic funds as well as state, local, and/or federal funds already in use by the Proposing Agency and which are supporting services.
- c. All non-profit organizations with annual revenue over \$525,000 are required to complete a financial audit. Organizations receiving between \$275,000 and \$525,000 must have a financial examination performed at least every two years. A copy of the audit report, and a description of its resolution, shall be furnished to FSK within fourteen (14) business days of receiving the final audit report from the auditor. Audits shall usually be performed annually but not less frequently than every two years.
- d. Proposing Agency understands that First Steps Kent will assure service provider quality through an annual compliance review. First Steps Kent will conduct one program assessment and one fiscal assessment of Service Provider's performance each year. A subsequent assessment is not required but may be conducted for any Service Provider found to be out of compliance with the Ready by Five Service Provider Manual.
- e. The Proposing Agency agrees to comply with all programmatic and fiscal reporting established in its contract and the Ready by Five Early Childhood Millage Service Provider Manual, and to cooperate with First Steps Kent's assessment of project performance to evaluate the effectiveness, feasibility, and cost of the proposed service.

VII. CONTRACTUAL REQUIREMENTS

- a. The Proposing Agency will be required to enter into a written contract with First Steps Kent to provide services as specified in Proposing Agency's response to the RFP/COF. The contract will include deadlines for delivery of specified data and regular project status reports.
- b. The RFP/COF, Proposing Agency's response to it, and any subsequent correspondence shall become part of the contract and will be incorporated by reference.
- c. First Steps Kent is tax exempt. A copy of the Tax Certificate of Exemption is available upon request.

VIII. PROPOSING AGENCY MANAGEMENT

- a. Agrees to allow designated First Steps Kent staff to attend advisory councils, community groups and committees created for, and specifically relating to, the proposed service, and further agrees to provide First Steps Kent with advance notice of such meetings.
- b. Agrees to provide for training, as necessary, to enable paid and volunteer personnel to perform effectively in their positions.
- c. Agrees to establish safeguards to prohibit employees from using their positions for any purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others and, further.
- d. Agrees that the confidentiality of clients will be protected at all times in conformance with the Ready by Five Early Childhood Millage policies and any applicable laws.
- e. Agrees to provide services funded through this contract in a consistent manner during each of the twelve (12) months of the calendar year unless a waiver has been granted.
- f. Agrees to have a grievance procedure in place to address complaints by individual recipients and to make that procedure known to the recipients.
- g. Agrees not to enter into subcontracts without obtaining prior written approval of First Steps Kent. Assignees or subcontractors shall be subject to all conditions and provisions of the contract.

IX. SPECIFIC CONTRACT TERMS

- a. Agrees that the conditions, under which First Steps Kent would place the Proposing Agency on probation, suspension, or termination, shall be specified in the contract language. Actions to be undertaken by First Steps Kent and the Proposing Agency in these circumstances shall also be specified in the contract language.
- b. Agrees that the method of amending the contract shall be specified in the contract language. The circumstances under which funds may be reprogrammed and redistributed by First Steps Kent will also be specified in the contract language.
- c. If awarded Ready by Five Early Childhood Millage funding, the Proposing Agency understands additional terms and requirements may be included in the contract between Proposing Agency and First Steps Kent.

d. The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

Signature:

Authorized Proposing Agency Executive/President/CEO

Board Chairperson of Proposing Agency Board of Directors

Print Name/Title	Print Name
Signature	Signature
Date	Date