

#### **Mexican American Opportunity Foundation**

**Empowering Families from Child to Senior** 

## Request For Proposal (RFP) RFP 24-002 Fiscal Officer Consultant Services

January 12, 2024

Mexican American Opportunity Foundation (hereinafter alternately "MAOF"), operated under a non-profit agency, is seeking Bids from highly qualified **Fiscal Officer Consultants** with expertise in providing, Fiscal financial Services, through a competitive bid process. Pricing shall remain firm for three (3) year.

This process requires Consultants to submit a proposal that includes a complete bid for the "Scope of Work" outlined below, resume, hourly rate, and three references.

The CLOSING for RFP 24-002 is January 26, 2024 at 4pm (PST). All correspondence or contact with MAOF regarding this request must be submitted in writing to Procurement@maof.org.

To download the RFP, Proposers must go to the webpage: <a href="www.maof.org">www.maof.org</a>, under About section/Procurement to look for the RFP. Proposals delivered on the day of the deadline must be received at MAOF. Administrative Office located at 401 North Garfield Avenue, California 90640 by 4:00 p.m. Mailed proposals shall be sent to MAOF as directed below. Proposal should be clearly marked: "RFP No. 24-002 Fiscal Officer Consulting Services" on the outside of the envelope. Emailed proposals shall be sent to procurement@MAOF.org with "Fiscal Officer Consulting Services" in the subject line. Proposals received after due date will be rejected. The proposal offer acknowledges the right of MAOF to accept or reject any or all proposals and to waive any informality in any proposal received.

For mailing purposes, please address to:

Mexican American Opportunity Foundation (MAOF) Attn: Procurement Department 401 N. Garfield Avenue Montebello, CA 90640 T: 323-278-3600

For emailing purposes, please send to: <a href="mailto:procurement@maof.org">procurement@maof.org</a>.

To request this RFP packet for this solicitation to be sent to you, please contact Procurement at Procurement@maof.org.

Respectfully,

MAOF
Procurement Department

### **Table of Contents**

INTRODUCTION	3
OBJECTIVE	4
STATEMENT OF WORK (SEE EXHIBIT-B)	4
PROPOSAL SUBMISSION	4/5
CRIMINAL BACKGROUND CHECK	5
INVOICING/BILLING	7
SCHEDULES OF EVENTS	7
INQUIRIES	7
TERMINATION	7
HOLD-HAMRLESS & INDENIFICATION	7
SERVICE LOCATIONS	8
EXHIBIT A (RATE WORKSHEET)	9
EXHIBIT B (STATEMENT OF WORK)	10
EXHIBIT C (SAMPLE OF PROFESSIONAL SERVICE AGREEMENT)	12-15

#### Introduction

The Mexican American Opportunity Foundation (MAOF) is a non-profit, community-based organization that was established in 1963 in order to serve disadvantaged individuals and families in the Los Angeles area. MAOF is the largest Latino-oriented, family services organization in the United States, and has achieved this status by providing high quality social services and programs to those communities where the need is the greatest.

**Mission Statement:** "The mission of the Mexican American Opportunity Foundation (MAOF) is to provide for the socio-economic betterment of the greater Latino community of California, while preserving the pride, values and heritage of the Mexican American culture. This is accomplished through programs in early childhood education and family services, job training, and senior lifestyle development throughout the multi-cultural communities served by MAOF." MAOF is joined in this mission by government agencies, public and private foundations, and Corporate America.

**Early Head Start & Head Start:** The Early Head Start & Head Start Programs serve 0 to 5 year-old low income children and families. The children receive educational, social development, medical, dental, vision and hearing screenings as well as other evaluations and services pertinent to a healthy, well-rounded child. Through parent skill building and curriculum understanding workshops, parents are provided valuable information for their role as the primary caregivers and educators of their children. This service is provided in both English and Spanish.

#### 1.0 OBJECTIVE

To provide consulting Services in accordance with the Early Head Start and Head Start Programs.

The Fiscal Officer Consultant shall commence performance of this agreement for one full year and shall complete performance to the satisfaction of the agency no later than 2025 – a duration of one (1) year contract term, with an option to extend on a month-to-month basis when necessary at sole discretion of MAOF.

#### 2.0 STATEMENT OF WORK

See Exhibit-B

#### 3.0 PROPOSAL SUBMISSION

Award of the contract resulting from this RFP will be based upon the most responsive vendor whose offer will be the most advantageous to MAOF in terms of cost, functionality, and other factors as specified elsewhere in this RFP.

MAOF reserves the right to:

- a. Reject any or all offers and discontinue this RFP process without obligation or liability to any potential candidate, when it is in the Agency's best interest; and
- b. Accept other than the lowest priced offer.

#### The proposal shall:

- a. Include the completed Fiscal Officer Consultant Bid Submittal Services per Rate Worksheet on Exhibit-A. Costs must be identified as per hourly rate. Contractor's rates shall remain firm and fixed for the term of the contract. Early Head Start and/or Head Start is required to match a portion of the Federal funding it receives. Please indicate in the In-Kind Match column any donation you would be willing to make to the program. Examples of in-kind match donations are: staff training, driving time, advisory committee time, donated program materials, etc.
- b. Copy of any certified Professional License or Certification.
- c. Provide at least three current client references for which you have performed similar work. References should include contact name, address and telephone number.
- d. Complete and return rate worksheet, EXHIBIT-A as Consultants proposed, along with other documentation and references.
- e. Two (2) sets of copies of proposals, including rate worksheet shall be submitted via **email marked: "RFP NO. 24-002, Fiscal Officer Consultant Services" or via courier to:**

#### **PLEASE DELIVER TO:**

Mexican American Opportunity Foundation (MAOF)
Attn: Procurement Department
401 N. Garfield Avenue
Montebello, CA 90640
T: 323-278-3600
Procurement@maof.org

DEADLINE FOR SUBMISSION: All proposals are due by 4PM on Friday, January 26, 2024. Any proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be considered and evaluated.

#### 4.0 CRIMINAL BACKGROUND CHECK

The Fiscal Officer Consultant works under the supervision of Chief Financial Officer (CFO) through Early Head Start and Head Start children, families and staff and must provide the following information to be kept on file at the Head Office: An up to date resume, a copy of all applicable professional licensure and insurance, a copy of a valid drivers' license, a current physical exam and tuberculosis skin test (TB) and a notarized "Affidavit of Good Moral Character" form. They must also undergo a local criminal record check from the Sheriff's Department in their county of residence as well as a state/national Level II Background Check Live Scan clearance letter.

#### Qualifications

Knowledge: In order to provide the best support to MAOF's fiscal staff, the Fiscal Consultant must:

- Have knowledge of the functions and systems that support quality fiscal operations; such
  as, non-profit, multi-funded agency, such as Los Angeles County Office of Education
  (LACOE), California Department of Education (CDE), Office Head Start (OHS), etc.
- Have knowledge of the OMB Uniformed Administrative Guidance, Cost Principles, and Audit Requirements.
- Understand data from audit reports and compliance reports from outside entities and the impact on fiscal operations.
- Understand the applicable regulations for the acquisition and management of equipment and real property purchased, leased, or renovated with Head Start funds.
- Understand the fiscal, administrative, and management areas as well as how activities incorporate the governing body and policy group in the development of administrative, fiscal and program improvements in a comprehensive and holistic manner.
- Keep current with any changes affecting federal rules, regulations and guidelines regarding Head Start and Early Head Start programs.

#### **Skills & Experience**

The Fiscal Officer Consultant must have:

- Effective oral, writing and interviewing skills.
- Ability to synthesize complex information using critical thinking and analytical skills.
- Ability to maintain confidentiality of sensitive data and information.
- Ability to perform in a virtual environment using a variety of technology systems, Internet, virtual meetings software and other related online systems to support all consulting activities.

- Ability to interact in a professional manner with diverse staff, parents, Board of Directors, Grantee staff, etc.
- Ability to assist staff who must complete work within the specified deadlines and timeframes.
- Proficiency in Microsoft Office Suite, and preferably MIP Fund Accounting Software.
- Valid driver's license.
- Ability to travel to MAOF Administrative Office, MAOF Head start office, and, if requested, grantee's office independently.

#### **Required Additional Qualifications**

- Bachelor's or advanced degree in Accounting or Finance CPA preferred.
- Minimum of 3 years of experience managing Head Start funds or in auditing Head Start programs, or 3 years of experience in California Department of Education (CDE) funds management.
- Demonstrated understanding of Federal financial management requirements, general accepted accounting principles, and analytical processes.
- Documented work experience that includes effective integration of management systems and program services.
- Knowledge of the mechanics of writing a narrative to support the review of budget, fiscal reports, fiscal documents; organizing ideas that effectively communicate details of recommendations for improvement, compliance and fiscal sustainability.

The qualified candidate will be required to submit the following documents prior to entering into an agreement with MAOF.

- ➤ W-9
- Professional Liability Insurance
- Written statements regarding Worker's Compensation Insurance
- Vehicle Insurance
- California Driver's License

The Fiscal Officer Consultant must possess good communication skills (verbal and written). He/she must have the ability to establish working relationships with children, families, staff members and adults from a wide variety of educational and socio-economic backgrounds.

#### 5.0 INVOICING/BILLING

Invoice of Fiscal Officer Consultant time and services will be given to the Chief Financial Officer (CFO) on the first of each month. Payment for services rendered will be made 30 calendar days from date of submitting monthly accountability service summary and invoice to Chief Financial Officer (CFO).

#### 6.0 SCHEDULE OF EVENTS

Release of RFP January 12, 2024
Deadline for submission January 26, 2024
Selection of Service provider on or about January 30, 2024 (on MAOF website)
Contract Execution will be done by January 31, 2024
Contracts will be mailed/Emailed to vendors on or about January 31, 2024

#### 7.0 INQUIRIES

Questions regarding this RFP are to be submitted to Procurement@maof.org with "RFP No. 24-002, Fiscal Officer Consultant" in the subject line. Questions regarding this RFP will only be accepted by email.

#### 8.0 TERMINATION

- **8.1** This contract may also be terminated by the MAOF in the event that the project is permanently abandoned, as determined in the sole discretion of the MAOF. The MAOF may terminate the contract in whole or in part whenever the MAOF determines, in its sole discretion that such termination is in the interests of the MAOF. Whenever the contract is terminated in accordance with this paragraph, the consultant(s) shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the MAOF at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the MAOF.
- **8.2** In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. The MAOF reserves the right to terminate without warning in the event of critical and/or material breach of contract.

#### 9.0 HOLD-HARMLESS AND INDENTIFICATION

The successful Consultant shall be liable for any injury, damage or loss occasioned by negligence or omission of the successful Consultant, its agents, or any other person the successful Consultant has designated to visit MAOF property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. The Consultant's obligation under this section shall not extend to any.

#### 10.0 CONFIDENTIALITY

**10.1** Confidential Information. Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure

ought to reasonably be considered as confidential. Confidential Information includes, but is not limited to, all information concerning a Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.

10.2 Use of Confidential Information. Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. Consultant agrees not to use Company's Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement, and Company agrees to use Consultant's Confidential Information solely for the purpose of performing the Services. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information. The Receiving Party further agrees not to disclose or permit any third party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

#### 11.0 <u>SERVICE LOCATION(S)</u>

MAOF Headquarters 401 N Garfield Avenue Montebello, CA 90640

#### **EXHIBIT-A**

#### RATE WORKSHEET

1 <sup>ST</sup> YEAR:	.00	HOURLY RATE

**NOTE:** The contract (hourly, daily, monthly, Unit Rate, etc.) amount on the following or next service year if any may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed 3% percentage of the general rate granted to the consultants.

#### **EXHIBIT-B**

#### STATEMENT OF WORK

#### Scope of Work

MAOF is seeking Fiscal Consultants to join a team responsible for gathering and understanding data from Head Start programs. Qualified applicants will have strong communication and narrative writing skills, the ability to collect relevant data as well as synthesize and analyze information that evaluates the quality, compliance, mitigates risk and develops accurate projections of grantees' administrative, fiscal, management and governance systems that supports the needs of children and families in their community.

The Fiscal Consultant is responsible for conducting fiscal reviews for the Head Start, Early Head Start, Early Head Start and Early Head Start Child Care Partnerships programs. The Fiscal Consultant will collect data using the automated, standardized fiscal system. In light of COVID19 restrictions, the Fiscal Consultant must be willing to participate in virtual consulting activities. As/when restriction permit, the Fiscal Consultant must be able to travel to the MAOF Administrative Office and the MAOF's Head Start Head Start offices.

#### As part of the Scope of Work, the Fiscal Consultant will:

- Meet with the MAOF fiscal staff and the grantee fiscal staff in order to become familiar with the fiscal processes, budgets, protocols, reporting database systems, and related resources.
- Evaluate the Head Start/Early Head Start/Early Head Start Child Care Partnerships budgets for compliance with Grantee GIMs, Head Start Program Performance Standards and Uniform Guidance Requirements.
- Review budgets, projections and fiscal data, synthesize and critically evaluate complex information about a program's performance to understand the root of program challenges, foreseeable risks, execution rates by funding sources, and make recommendations that support sound fiscal practices.
- Work with the MAOF team to determine the level of compliance, allowability for expenditures, budget projections, expected vs. actual executions rates, draw conclusions and make recommendations for improvements in the fiscal system.
- Provide technical assistance in the development of fiscal reports, including and not limited to end of the month reports, and fiscal reports to the Policy Council
- Provide training and technical assistance on fiscal management to fiscal and program staff
- Provide technical assistance and resources to maintain superb fiscal compliance and fiscal sustainability
- Work with the Head Start Director and Fiscal staff and provide technical assistance to ensure the fiscal resources and fiscal allocations support the program needs, program goals and objectives
- Conduct analysis of MAOF's fiscal structure in relationship to functions and capacities.

- Review financial reports and source documents to provide assurances that transactions (when appropriate) are documented accurately, reflected in financial reports, and compliant with laws, regulations and other requirements.
- Collect information about how MAOF uses Early Head Start/Head Start grants funds to support program operations and provide technical assistance to ensure MAOF has in place a clear understanding of the fiscal system of internal controls.
- Write a summary after each consultation activity synthesizing data that was collected and analyzed during the review, challenges/strengths observed and recommendations for improvement.

## EXHIBIT-A (PSA SAMPLE UPON AWARD)



#### **Mexican American Opportunity Foundation**

**Empowering Families from Child to Senior** 

# PROFESSIONAL SERVICE AGREEMENT (PSA) Fiscal Officer Consulting Services for Early & Head Start Programs for FY 2024-2025

THE CONTRACT BETWEEN MEXICAN AMERICAN OPPORTUNITY FOUNDATION AND <u>NEW CONSULTANT NAME</u> FOR FISCAL OFFICER CONSULTING SERVICES FOR EARLY HEAD START & HEAD START PROGRAMS.

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_ by and between the Mexican American Opportunity Foundation, hereinafter referred to as MAOF and <u>NEW CONSULTANT NAME</u>, hereinafter referred to as "Contractor", to provide Fiscal Officer Consulting Services to the MAOF Early Head Start & Head Start Programs.

- 1. **Term** Retainer shall be commencing from FY **2024-2025**, not to exceed \$0.00, with an option to extend on a month-to-month basis when necessary at sole discretion of the MAOF.
- 2. Fiscal Officer Consulting Services Payment and Invoicing Terms. The Consultant shall be reimbursed at the rate of \$0.00 per hour, and shall be for actual hours of services rendered that have been reviewed by the MAOF Head Start Chief Financial Officer (CFO) and approved for payment by the MAOF Head Start Project Director.

Invoice of Fiscal Officer Consulting Services time and services will be given to the Chief Financial Officer (CFO) on the first of each month. Payment for services rendered will be made 30 calendar days from date of submitting monthly accountability service summary and invoice to Chief Financial Officer (CFO).

#### **3.** Termination of this agreement:

3.1 This contract may also be terminated by the MAOF in the event that the project is permanently abandoned, as determined in the sole discretion of the MAOF. The MAOF may terminate the contract in whole or in part whenever the MAOF determines, in its sole discretion that such termination is in the interests of the MAOF. Whenever the contract is terminated in accordance with this paragraph, the consultant(s) shall be entitled to payment for actual work performed at unit contract prices for

completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the MAOF at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the MAOF.

- 3.2 In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. The MAOF reserves the right to terminate without warning in the event of critical and/or material breach of contract.
- 4. Other contract Document(s): Request for Proposal, **RFP No. 24-002**, **Fiscal Officer Consulting Services**
- 5. Consultant is an independent contractor and is not an employee or agent of MAOF Head Start Program and as such, Consultant shall not be entitled to any benefits or compensation from MAOF Head Start except as set forth in this Agreement, and shall in no event be entitled to any fringe benefits payable to employees of MAOF Head Start. Consultant will be responsible for any applicable taxes.

Liability Insurance will be provided by Consultants at the commencement date of the contract to the Chief Financial Officer (CFO). Each party shall hold each other harmless from any liability and or claims resulting from services provided by this contract. In addition, contractor will be provided the following agreements in which the contractor is required to sign:

- a) Confidentiality Agreement
- b) Consultant/Contractor Acknowledgement
- c) Standards of Conduct
- d) Head Start Declaration
- e) Certification regarding Debarment, Suspension and other Responsibility Matters.
- **6. Fiscal Officer Consulting Services/ Scope of Work** The type and time of consultation services shall be determined by the mutual agreement between the Head Start/Early Head Start Director and Chief Financial Officer (CFO). Areas of consultation shall include, but not limited to;
  - Meet with the MAOF fiscal staff and the grantee fiscal staff in order to become familiar with the fiscal processes, budgets, protocols, reporting database systems, and related resources.
  - Evaluate the Head Start/Early Head Start/Early Head Start Child Care Partnerships budgets for compliance with Grantee GIMs, Head Start Program Performance Standards and Uniform Guidance Requirements.
  - Review budgets, projections and fiscal data, synthesize and critically evaluate complex information about a program's performance to understand the root of program challenges, foreseeable risks, execution rates by funding sources, and make recommendations that support sound fiscal practices.

- Work with the MAOF team to determine the level of compliance, allowability for expenditures, budget projections, expected vs. actual executions rates, draw conclusions and make recommendations for improvements in the fiscal system.
- Provide technical assistance in the development of fiscal reports, including and not limited to end of the month reports, and fiscal reports to the Policy Council.
- Provide training and technical assistance on fiscal management to fiscal and program staff
- Provide technical assistance and resources to maintain superb fiscal compliance and fiscal sustainability.
- Work with the Head Start Director and Fiscal staff and provide technical assistance to ensure the fiscal resources and fiscal allocations support the program needs, program goals and objectives.
- Conduct analysis of MAOF's fiscal structure in relationship to functions and capacities.
- Review financial reports and source documents to provide assurances that transactions (when appropriate) are documented accurately, reflected in financial reports, and compliant with laws, regulations and other requirements.
- Collect information about how MAOF uses Early Head Start/Head Start grants funds to support program operations and provide technical assistance to ensure MAOF has in place a clear understanding of the fiscal system of internal controls.
- Write a summary after each consultation activity synthesizing data that was collected and analyzed during the review, challenges/strengths observed and recommendations for improvement.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives, as of the Effective Date	•
Sonia Guerrero, Project Director Head Start/Early Heard Start Program	Date
Ciriaco Pinedo President	Date
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date