



**Request For Applications  
for  
Child Safety Education**

**Special Needs Family Education and  
Support**

**Health Related Mobile Medical Services**

**Early Screening and Intervention Support**

**RFA 10-04**

First 5 San Bernardino  
330 North D Street, 5<sup>th</sup> Floor  
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[www.first5sanbernardino.org](http://www.first5sanbernardino.org)

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**ATTACHMENTS:**

- A – Program Work Plan
- B – Program Budget and Narrative (Excel Spreadsheet)
- C – Application Submission Checklist
- D – Statements of Certification
- E – Subcontractor Information
- F – Applicant’s Financial Capability
- G – Local Preference Policy Form
- H – Agency Information – Program Outline Document

## I. INTRODUCTION

### A. Purpose

First 5 San Bernardino, hereafter referred to as the "Commission", remains committed to supporting direct services to children, ages 0 -5 and their families as well as building and strengthening our local infrastructure of care, especially for at-risk populations.

Through the Desired Results RFP 10-01 (January 2010), First 5 San Bernardino sought the provision of services aligned with our Strategic Plan, specific to Early Care and Education (ECE), Family Support (FS) and Health and Well-Being (HWB).

Now that the Desired Results contracts are being awarded, it is time to consider those areas vitally needed in our community that were not covered by specifics of the Desired Results RFP. This Request for Applications (RFA) seeks to address some of those areas for a fee for service/cost reimbursement contract for Fiscal Years 2010-2013.

### B. Minimum Requirements

Applicants must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement; and
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements; and
3. Have the administrative and fiscal capability to provide and manage the ed services under a fee for service/reimbursement contract and to ensure an adequate audit trail; and
4. Meet other presentation and participation requirements listed in this RFA.

### C. Questions

A Bidders' Conference **will not be held** for this RFA. Questions regarding the contents of this RFA must be submitted in writing on or before 12 pm-PST on Wednesday, June 23, 2010, **directed to the individual listed in Section I, Paragraph D**. All questions will be answered and both the question and answer will be posted on the Commission's Website as an addendum to this RFA.

### D. Correspondence

All correspondence, **including applications and questions**, are to be submitted to:

First 5 San Bernardino  
ATTN: RFA 10-04  
330 North D Street, 5<sup>th</sup> Floor  
San Bernardino, CA 92415

**Mary Alvarez, Staff Analyst II – Contracts, [malvarez@cfc.sbcounty.gov](mailto:malvarez@cfc.sbcounty.gov)**

### E. Admonition to Applicants

Once the RFA has been issued and during the evaluation process, the individual identified above is the sole contact point for any inquiries relating to this RFA. Only if authorized by the Commission's contact may other Commission Staff provide information. Any violation of this procedure may be grounds for disqualification of the Applicant. It is the responsibility of the Applicant to ensure that the RFA responses arrive in a timely manner.

F. Application Submission Deadline

**All applications must be received at the address listed in Paragraph D of this Section no later than 4pm-(PST) on Thursday, July 1, 2010.** Facsimile or electronically transmitted applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late applications will not be considered.

## II. PROCUREMENT TIMELINE

- |    |   |  |
|----|---|--|
| A. | RFA Release                                       | <i>Thursday, June 17, 2010</i>               |
| B. | Deadline for submission of questions              | <i>Wednesday, June 23, 2010 -12 pm (PST)</i> |
| C. | Deadline for application submission               | <i>Thursday, July 1, 2010 – 4 pm (PST)</i>   |
| D. | Tentative date for Unsuccessful Applicant Letters | <i>Friday, July 9, 2010</i>                  |
| E. | Tentative Deadline for Appeals Filing             | <i>Monday, July 19, 2010</i>                 |
| F. | Tentative date for awarding of Contract(s)        | <i>August 4, 2010</i>                        |

The above dates are subject to change as deemed necessary by the Commission. Notifications of any changes to the procurement timeline will occur in the form of an addendum to this RFA and notification will be posted the First 5 San Bernardino website, [www.first5sanbernardino.org](http://www.first5sanbernardino.org)

## III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for these services is contingent on the availability of California Children and Families Trust Fund monies. This RFA does not commit the Commission to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The Commission will award a contract based on the application(s) that best meets the needs of the Commission.

The Commission reserves the right to accept or reject any or all applications if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Applicants, in writing, if the Commission rejects all applications.

B. Modifications

The Commission has the right to issue addenda or amendments to this RFA. The Commission also reserves the right to terminate this procurement process at any time. Addenda or amendments to this RFA will be posted on the same websites as the RFA.

C. Application Submission

To be considered, all applications must be submitted in the manner set forth in this RFA. **It is the Applicant's responsibility to ensure that its application arrives on or before the specified time.** All applications and materials submitted become the property of the Commission.

D. Inaccuracies or Misrepresentations

If in the course of the RFA process or in the administration of a resulting contract, the Commission determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, the Applicant may be terminated from the RFA process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFA does not commit the Commission to pay any costs incurred in the preparation of an application in response to this request and Applicant agrees that all costs incurred in developing an application is the Applicant's responsibility.

F. Application Confidentiality

Applicants should be aware that application submissions are subject to the California Public Records Act (Government Code section 6250 et seq.). If any Applicant's submission contains trade secrets or other information, which is proprietary by law, the Applicant must notify the Commission of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the application. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The Commission will review the request and notify the Applicant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Applicant has the option of withdrawing the application or advising the Commission of its understanding that this information will become public record. The price of products offered or the cost of services ed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Applicant as confidential or proprietary and if the Commission has made a determination as to the confidential or proprietary nature of the information, the Commission will notify the Applicant of the request. The Applicant will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the application and to determine if the ed facilities are appropriate for the ed services to be provided.

H. Clarifications

The Commission may require the Applicant(s) selected as a potential Contractor(s) to provide additional information or clarifications on any area contained in this RFA or which might aid in evaluating application submissions. This may include cost, technical, or other clarifications needed to make a decision. The Commission seeking clarification does not guarantee an awarded contract.

I. Negotiations

The Commission may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to budget, technical information, and/or other items from their

application(s) as may result from these negotiations. Contractor participating in negotiations does not guarantee an awarded contract.

J. Independent Applicant

Any applicant that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of Commission employees nor be considered in any manner to be Commission employees.

K. Level of Service

For any contract awarded as a result of the RFA, no minimum or maximum number of participants can be guaranteed by the Commission.

L. Target Population

It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds are allocated to services for the purpose of promoting, supporting and improving the early development of children prenatal through age five. As such, services ed shall offer a direct benefit to this population. Any services provided beyond this limitation, such as services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

M. Termination of Awarded Contract

The Contract between the Commission and selected Applicant(s) will contain specific language which addresses the option of the selected Applicant(s) or the Commission to terminate the Contract without cause, termination for the convenience of the Commission, and termination for cause.

N. Local Preference Policy

The County and the Commission have adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For the purposes of the applying the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

1. Has been issued a business license. If required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of the procurement to which the vendor responds; and
2. Can demonstrate ongoing business activity in the field of endeavor on which the vendor is ing, from that office during the preceding six (6) months; and
3. Has a minimum of 25% of the vendor's fulltime management employees and 25% of its fulltime regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means, for example, if two (2) or more Applicants respond to this procurement with applications that are equal in quality, service, and ability to meet the County's needs, County staff must identify if any of the Applicants are local vendors. If any of the Applicants are local vendors, and their quoted price is within five percent (5%) of the cost of services, equipment, goods, and/or supplies ed by other Applicants, unless it is

determined that an exemption applies, staff may recommend the local vendor for Contract award.

#### IV. PROGRAM REQUIREMENTS

##### A. Definitions

1. Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.
2. Best Practice: A technique or methodology that, through experience and research, has proven to reliably lead to a desired result.
3. Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.
4. Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.
5. Case Management: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health. It is characterized by advocacy, communication, and resource management and promotes quality and cost-effective interventions and outcomes. Case management also requires the social worker to develop and maintain a therapeutic relationship with the client, which may include linking the client with systems that provide him or her with needed services, resources and opportunities. Services provided under the rubric of social work case management practice may be located in a single agency or may be spread across numerous agencies and organizations.
6. Child Safety Education: To provide education to parents/caregivers on creating safe environments for children 0-5. Education may include, car seat safety, child proofing home, and injury prevention;
7. Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.
8. Dental Screening: Exam is a visual assessment of the child's oral health. This inspection is done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.
9. Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning, fluoride application and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.
10. Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

11. Early Screening and Intervention: Services that provide behavioral and/or developmental screening and treatment for children 0-5, their parents and/or pregnant women.
12. Evidence Based: Refers to the use of research and scientific studies as a base for determining best practices.
13. Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.
14. Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities.
15. Milestone: A key accomplishment or threshold point through which project participants must pass if they are to be successful.
16. Mobile Medical Services: Medical services provided to children 0-5 and/or pregnant women in remote areas or for hard to reach populations. Services may be provided through home visitation or with a mobile medical unit.
17. Outcome: The result, which the Commission seeks and to which all performance targets must contribute. Examples include: a community in which no baby has a low birth weight for any preventable reason, etc. Outcomes are specific states or conditions that can be understood to be caused or at least influenced by the achievement of performance targets.
18. Parenting Education: Education programs for parenting/pregnant participants that improve the knowledge and increase positive parenting skills to improve outcomes for both children and parents. Parenting Education programs should, at a minimum, improve: parent child-attachment, parent-child bonding, frequency of positive parenting skills, and parental ability to implement positive disciplinary skills.
19. Participant: A person who directly interacts with a Contractor's product and service delivery staff. This interaction is intended to result in a change in participant behavior or condition in line with outcomes and mission. First 5 San Bernardino's primary participant, in accordance with the target population, is children, prenatal through age five.
20. Participant Support/Incentives: Budget line item category for items purchased to remove barriers or to provide motivation to participants to follow through with the program.
21. Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.
22. Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well being and family stability outcomes as well.

23. Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a change in behavior for the participant of a program.
24. Product: A program or service with specific core features that is offered to a participant. In target planning, a product is described in terms of benefit or value to a participant.
25. Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.
26. Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.
27. Program Work Plan: A plan that includes the Performance Targets and Milestones of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.
28. Quality Child Care: Child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.
29. Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.
30. Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.
31. Request for al (RFP): The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the al, and the background and experience of the er, are evaluated in addition to the ed price.
32. Research Based: See evidence based: Using research as the basis for determining best practices.
33. Resource Center: A facility (fixed or mobile) to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management with a level of intervention appropriate to the family/child's risk, for an appropriate period of time, and including at least some element of long-term follow-up.
34. Satisfaction Survey: Survey designed to measure the child's, the family's, and/or the referring Department's/Agency's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

35. Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.
36. Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities.
37. Staff Mileage/Travel: Budget line item category for employee mileage and travel costs for travel related to the program, based on the current IRS allowable rate.
38. Subcontractor: Agencies contracted by the Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.
39. Verification: Establishes that something represented to happen does in fact take place. It is kept as simple as possible and focuses on milestone and performance target accomplishments. The verification tools must be pre-approved by the Commission.

B. Reference Documents

The Commission has copies of the following materials available for review:

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)  
[\[http://www.ada.gov/pubs/ada.htm\]](http://www.ada.gov/pubs/ada.htm)
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604  
[\[http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/eas0701.pdf\]](http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/eas0701.pdf)
3. Clean Air Act (42 U.S.C. section 7606)  
[\[http://www4.law.cornell.edu/uscode/html/uscode42\]](http://www4.law.cornell.edu/uscode/html/uscode42)
4. Clean Water Act (33 U.S.C. section 1368)  
[\[http://www4.law.cornell.edu/uscode/html/uscode33\]](http://www4.law.cornell.edu/uscode/html/uscode33)
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [\[http://www4.law.cornell.edu/uscode/html/uscode20\]](http://www4.law.cornell.edu/uscode/html/uscode20)
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250  
[\[http://www.energy.ca.gov/2008publications/CEC-140-2008-001/CEC-140-2008-001.PDF\]](http://www.energy.ca.gov/2008publications/CEC-140-2008-001/CEC-140-2008-001.PDF)
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32) [\[http://www4.law.cornell.edu/cfr\]](http://www4.law.cornell.edu/cfr)
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R., part 76)  
[\[http://www4.law.cornell.edu/cfr\]](http://www4.law.cornell.edu/cfr)
9. California Government Code section 6250 et seq.  
[\[http://www.leginfo.ca.gov/calaw.html\]](http://www.leginfo.ca.gov/calaw.html)
10. California Government Code section 87100 et seq.  
[\[http://www.leginfo.ca.gov/calaw.html\]](http://www.leginfo.ca.gov/calaw.html)
11. Office of Management and Budget (OMB) Circulars  
[\[http://www.whitehouse.gov/omb/circulars/\]](http://www.whitehouse.gov/omb/circulars/)

12. California Penal Code section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
13. San Bernardino County Policy (11-10) - Recycled products
14. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<http://ccr.oal.ca.gov/default.htm>]
15. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
16. California Welfare and Institutions Code section 10000 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
17. First 5 San Bernardino Attribution and Media Guidelines [[http://www.first5sanbernardino.org/partnerships/content/media\\_guidelines.pdf](http://www.first5sanbernardino.org/partnerships/content/media_guidelines.pdf)]
18. First 5 San Bernardino Principles on Equity [<http://www.first5sanbernardino.org/aboutus/publications.aspx>]
19. First 5 San Bernardino Supplantation Policy [<http://www.first5sanbernardino.org/aboutus/publications.aspx>]

C. Program Description

Through this RFA, First 5 San Bernardino is seeking services in the following areas:

**Child Safety Education:** Parent Education related to car seat safety including car seat distribution.

- Funding limited to \$125,000 per year, per project.
- Maximum investment for this area is \$375,000 per year for a 3-year period.

**Special Needs Family Education and Support:** Parent/Foster Parent/Caregiver education to support children with developmental disability and/or delays and/or other risk factors. Services may include support groups and therapeutic services. Services may enhance but not duplicate those funded through DDS – Inland Regional Center, or San Bernardino County Screening, Assessment, Referral, and Treatment also known as SART or P-SART programs.

- Funding limited to \$125,000 per year, per project.
- Maximum investment for this area is \$750,000 per year for a 3-year period.

**Health Related Mobile Medical Services**– Provision of health related services related to asthma, obesity, and immunizations. Agencies that provide services directed to hard-to-reach populations such as homeless children and pregnant women and serving remote areas are encouraged to apply.

- Funding limited to \$125,000 per year, per project.
- Maximum investment for this area is \$500,000 per year for a 3-year period.

**Early Screening and Intervention Support** – Provision of services to support children with mild to moderate disabilities including those with Autism Spectrum Disorders and their families. Services may be provided utilizing modalities such as home visitation, Parent Child Interaction (PCIT), Incredible Years, Floor Time, and Play Therapy. Services may enhance but not duplicate those funded through DDS – Inland Regional Center, or San Bernardino County Screening, Assessment, Referral, and Treatment also known as SART or P-SART programs.

Funding limited to \$300,000 per year, per project.

- Maximum investment for this area is \$1,250,000 per year for a 3-year period.

**D. Program Considerations**

- a. The selected Applicant(s) will maintain facilities and equipment, and operate continuously with at least the number and classification of staff required for the provision of services.
- b. Applicant(s) must have a location that is accessible by public transportation. If public transportation is not readily available, the Applicant must have a plan to address this need.
- c. Applicant(s) will be required to comply with all Commission and State regulations regarding Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required and requested by the Commission.
- d. The Applicant's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). The Applicant will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, the Applicant will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Applicant's employees.
- e. The Applicant(s) must possess and comply with other requirements outlined in this RFA.

**V. CONTRACT REQUIREMENTS**

Contracts funded through this RFA may include the terms contained below.

**A. Contractor's Service Responsibilities**

1. Contractor shall provide all program services identified in the contract and Attachment A – Program Work Plan 2010-2011. Pursuant to Section V, Paragraph A, 4 & 5, Attachment A will be amended for Fiscal Year 2011-2012 and Fiscal Year 2012-2013 to list the specific quantitative targets for the respective year.
2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission.
3. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
4. Contractor shall deliver performance targets as specified in the contract and provide evidence of achievement as identified in the verification. The verification tools must be pre-approved by the Commission. When specified by the Commission, verification tools must be developed or updated in collaboration with staff or agencies as designated by Commission.
5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
6. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under this contract. It is the responsibility of the Contractor to ensure that

the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II.

**B. Contractor's General Responsibilities**

**1. Participants**

Contractor understands and acknowledges that the services under this contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

**2. Contractor Capacity**

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

**3. Contract Assignability**

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

**4. Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director or designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this contract.

**5. Former Commission Administrative Officials**

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract

may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

6. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

7. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

8. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

9. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this contract, Contractor will notify the Commission within one working day, in writing and by telephone.

10. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within 15 days after

contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two weeks or more or if there is any change in either the primary or alternate contact.

#### 11. Responsiveness

Contractor or a designee must respond to Commission inquiries within five business days.

#### 12. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of service shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently posted in English and Spanish at services sites for participants to review.

#### 13. Governing Board

Upon request, Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this contract.

#### 14. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;
- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this contract;
- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### 15. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

#### 16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

#### 17. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission's discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

#### 18. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor within 10 business days.

#### 19. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

- a. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission

and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

- b. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- f. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business

in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

- h. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

- k. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

2. If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.
3. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.
4. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - (1) Premises operations and mobile equipment.
  - (2) Products and completed operations.
  - (3) Broad form property damage (including completed operations).
  - (4) Explosion, collapse and underground hazards.
  - (5) Personal injury
  - (6) Contractual liability.
  - (7) \$2,000,000 general aggregate limit.
5. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
6. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
7. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
8. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits  
or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

#### 20. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

#### 21. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

#### 22. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

#### 23. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

#### 24. Attorney's Fees

Contractor Understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### 25. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

#### 26. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

#### 27. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

#### 28. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this contract or under representation such activity is being performed under this contract.

#### 29. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [www.first5sanbernardino.org](http://www.first5sanbernardino.org).

Report requirements include, but are not limited to and subject to change, the following:

- Program Reports

Contractor will submit Quarterly Program Reports which include quarterly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Target Plan (Attachment A) and other data collection information as requested by the Commission. Quarterly Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. Program Reports are due the last day of the month following the end of the program reporting period.

- Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Financial Report within 15 calendar days from the end of the reporting period.

Contractor shall provide the Commission with a Quarterly Fiscal Report covering the fiscal quarter period. This report is due on the last day of the month following the end of the fiscal reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by August 15th for the previous fiscal year period or part thereof during the contract term. All reports submitted by August 15th will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

30. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

31. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

32. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

- a. The Contractor certifies that it and any potential subcontractors:
  - 1) Are not presently debarred, suspended, ed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
  - 2) Have not within a three-year period preceding this application 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;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the al.

### 33. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for applications and for any printed or photocopied material created as a result of a contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

### C. Commission Responsibilities

1. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of the contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this contract.
2. Commission shall compensate Contractor for approved expenses in accordance with Section VI of the contract.
3. Commission shall specify all reports and deliverables required from the Contractor.
4. Commission shall provide technical assistance as deemed necessary.
5. The Commission will designate one individual to serve as the primary contact for the contract and will notify the Contractor of this designee within 15 days of the contract approval.

### D. Fiscal Provisions

#### 1. Payment Provisions

The Commission will disburse funds on a fee for service/reimbursement payment process based on the contract budget amount for the applicable fiscal year and monthly and quarterly report submissions.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 25% of the contract payment amount for Fiscal Year 2010-2011. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly and quarterly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or the Contractor is not in compliance with the Contract. Final payment under this contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

2. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

3. Allowable Costs

Funds provided pursuant to this contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles is current IRS allowable rate.

Costs must be incurred only during the contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this contract.

Contractor shall obtain Commission approval for all out of State travel as it relates to services provided in contract. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advanced by the Program Manager.

4. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this contract with any funds made available under this contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

5. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

6. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the ed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total contract amount. Contractor is limited to two Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

7. Budget Line Item Variance

Variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10% made during a fiscal quarter in the following Quarterly Expenditure Report/Request for Funds.

8. Procurement

Contractor shall procure services or goods required under this contract on a competitive basis (3 bid process), unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

9. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications, copyrights, which have a single unit cost of \$5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director, on behalf of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the contract.

Any item with a single unit cost of \$1000 or more, including tax, purchased with funds received under the terms of this contract and not fully consumed during the contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director upon contract termination.

10. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this contract. Written verification shall be provided upon request.

11. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

E. Right to Monitor and Audit

1. Right to Monitor

Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with the Commission in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the Commission.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

5. Recovery and Investigation of Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the

information by the specified deadline, will subject the Contractor to the provisions of Correction of Performance Deficiencies and Termination.

F. Correction of Performance Deficiencies and Termination

1. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this contract shall be a material breach of this contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this contract, may:
  - Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and
  - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
  - Discontinue reimbursement to the contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
  - Withhold funds pending duration of the breach; and/or
  - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
  - Immediately terminate this contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
2. The Executive Director, on behalf of the Commission, shall give Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.
3. The Executive Director is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this contract in his/her sole discretion and to give notice as set forth below in this Contract.

**VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the Commission of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and Commission laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry,

religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

**B. Civil Rights Compliance**

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

**VII. IMPROPER CONSIDERATION**

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this RFA.

The Commission, by written notice, may immediately reject any application or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to the application and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Applicant shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

**VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The Commission reserves the right to request the information described herein from the Applicant selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Applicant. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Applicant may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Applicant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Applicant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or

those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Applicant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Applicant's offices or locations.

## **IX. CALIFORNIA PUBLIC RECORDS ACT**

All information submitted in the al or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Applications may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, the Applicant should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

### **NOTICE**

The data on pages\_\_\_\_\_ of this proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the Commission of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the al in order to facilitate eventual public inspection of the non-confidential portion of the al.

The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the Commission a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the Commission in making its determination as to whether or not disclosure is proper under federal, state and local law. The Commission will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **X. APPLICATION SUBMISSION**

### **A. General**

1. All community-based organizations (CBOs), government agencies and other qualified Applicants are invited to submit a proposal/application for consideration. Submission of an application indicates that the Applicant has read and understands this entire RFA, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFA have been satisfied. Applicant(s) interested in applying to provide more than one service option must submit a separate application for each service option.
2. Applications must be submitted in the format described in this Section. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be

concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.

3. Applications must be complete in all respects as required in this Section. An application may not be considered if it is conditional or incomplete.
4. Applications must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph F - Application Submission Deadline.
5. All applications and materials submitted become the property of the Commission.

B. Application Presentation

1. An original, which may be bound with a binder clip, and 4 copies of the written al are required. The original copy must be clearly marked "Master Copy". If one copy of the al is not clearly marked "Master Copy", the al may be rejected. However, the Commission may at its sole option select, immediately after al opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the al, the al may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the proposer's name and "CONFIDENTIAL – RFA 10-04 for *\*Specify for which area the application is being submitted*
3. All applications must be submitted on 8 1/2" by 11" paper with single sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Applications must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Application Format

Response to this RFA must be in the form of an application package in which the content must be submitted in the following sequence and format:

1. Cover Page - A letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the Applicant submitting the application, which must include the following information:
  - a. A statement that the application is submitted in response to the RFA 10-04, specify and include the specific area the application is for.
  - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Applicant.
  - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit applications on behalf of the Applicant.
  - d. A list of Former Commission Administrative Officials (as defined in Section V. B.) affiliated with the organization/firm. If none, so state.
2. Table of Contents - A complete table of contents for the entire application with respective page numbers opposite each topic.
3. Application Submission Checklist - Attachment C

Complete and include all items on this form, **Attachment C**.

4. Statements of Certification – Attachment D

Complete and include all items on this form, **Attachment D**.

5. Application Narrative – Should address, but not be limited to, all items in Section IV, Paragraph D - Program Description and the respective Exhibit.

a. Brief synopsis of the Applicant's understanding of the Commission's needs and how the Applicant plans to meet these needs. This should provide a broad understanding of the Applicant's entire application.

b. A narrative description of the proposed plan to achieve the program objectives and requirements addressing the following elements:

1) Narrative description of the program services and strategies to be employed to ensure stability and continuity of care for the population served, and the Agency's ability to be flexible in meeting changing needs.

2) Describe program activities.

3) Outline the service approach in terms of deliverables, intensity, frequency, and array of service and expected length of service.

4) Explanation on how the Applicant will meet any Program Considerations as required.

5) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure.

6) Discuss the Agency's methods for achieving goals cost effectively.

7) State the address of the facility and explain why it is appropriate for this Contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.). Include the area/region the Applicant plans to serve, and cities within that region.

8) Describe the Agency's capacity.

9) Describe the Agency's experience.

10) Explain the systems the Agency currently has in place to support your project (collaborative, partners, etc.)

11) Describe how the Agency will respond to training requirements (as applicable).

12) Estimate the number of unique or unduplicated participants expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.)

13) Estimate the anticipated cost per participant.

6. Describe your Agency's state of readiness to implement the proposed project, which shall include:

1) **A Program Work Plan (Attachment A)** - Chart Performance Targets, Desired Results, objectives and deliverables, key achievements and methods as applicable utilizing the Program Work Plan.

- 2) A timeline for project deliverables tied to the Program Work Plan.
- 3) Explanation of any assumptions and/or constraints.

7. Statement of Experience

Include the following in this section of the application:

- a. Business name of the Applicant and legal entity such as corporation, partnership, etc.
- b. Number of years the Applicant has been in business under the present business name, as well as related prior business names.
- c. A statement that the Applicant has a demonstrated capacity to perform the required services.
- d. List any applicable licenses or permits presently held by the Applicant and indicate ability to obtain any additional licenses or permits that may be required.
- e. A statement that the Applicant has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- f. Describe experience of principal individuals of the Applicant's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
- g. With respect to contracts currently in effect, completed within the last 5 years, or terminated prior to the original expiration date within the last three years, show for each such contract:
  - 1) Date of termination or completion and duration of each contract.
  - 2) Type of service.
  - 3) Total dollar amount contracted for and amount received.
  - 4) Location of area served.
  - 5) Name and address of agency with which contracted and agency person administering the contract.
  - 6) Reason for termination.
  - 7) If none, so state.

For this item, the information can be in narrative format or in the form of a table or spreadsheet.
- h. Identify controlling interest in any other firms providing equivalent or similar services. If none, so state.
- i. Identify financial interest in other lines of business. If none, so state.
- j. Disclose pending litigation, involving the Applicant or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- k. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.



## XI. APPLICATION EVALUATION AND SELECTION

### A. Evaluation Process

All Applications will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Applicant in the delivery of comparable or related services based on demonstrated performance.

### B. Evaluation Criteria

All applications will be subject to a standard review process developed by the Commission to yield the Applicant the proper due diligence in the evaluation phase of the RFA process.

1. Administrative Review - All applications will be initially evaluated to determine if they meet the following minimum requirements:

- a. The application must be complete as set forth in Section X – Application Submission, sub-section – C Application Format including all required documents, and be in compliance with all the requirements of this RFA.
- b. Applicants must meet the requirements as stated in the Minimum Requirements as outlined in Section I, Paragraph B.

**Failure to meet these requirements will result in a rejected application. Incomplete applications (those missing information/required documents) will be disqualified.** No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the Commission to be immaterial or inconsequential. In such cases the Commission may elect to waive the deficiency and accept the proposal. **Applicants unsuccessful in the Administrative Review phase will not have the option to submit an appeal.**

2. Critical Evaluation - Applications meeting the above requirements will be evaluated on the basis of the following criteria, (not necessarily in order of priority):

- a. Cost.
- b. Demonstrated ability to serve target population.
- c. Proposed Program Services and Strategies.
- d. Readiness to provide services.
- e. Experience
- f. Staffing levels and qualifications.
- g. Appropriateness of facility (Geographic Service Area, near mass transit, facility layout, etc.)
- h. Fiscal Stability

While cost is a major consideration in the evaluation process, selection will be based on the determination of which application will best meet the needs of the Commission and the requirements of this RFA. Priority will be given to applicant agencies that currently provide the same or similar services, have established infrastructure and staffing, have demonstrated ability to achieve goals with minimal expenditures, and have established an ongoing, successful relationship with First 5 San Bernardino.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of applications received.

The contents of the application of the successful Applicant will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Appeals

In response to a denied award, Applicants may appeal, provided the appeal is in writing, is delivered to the address listed, and submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFA and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted an application in compliance with this RFA 10-04 and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

In the event of an appeal, all appeals will be handled by a panel designated by the Commission. The Commission will consider only those specific issues addressed in the written appeal. A written response will be directed to the appealing Applicant advising of the decision with regard to the protest and the basis for the decision. Any decision of the Commission will be final.

The appeal must include the following: 1) reference to the RFA 10-04 Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

The final authority to award a Contract rests solely with the Children and Families Commission for San Bernardino County.