



FIRST 5
SAN BERNARDINO

Request for Qualifications

Early Care and Education Quality Improvement Facilitator

RFQ 10-03
6/3/2010

First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415
(909) 386-7706

www.first5sanbernardino.org

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I. INTRODUCTION

A. Purpose

First 5 San Bernardino, hereafter referred to as the "Commission", is issuing this Request for Qualifications (RFQ) to qualified individuals or groups hereinafter referred to as "Facilitator(s)" or "Contractor(s)" interested in working with the Commission to provide quality improvement training, technical assistance, and capacity building support to center-based and home-based child care providers selected to participate, who may or may not be receiving subsidized funding in FY 2010-2011 as a result of the Early Care and Education strategy of RFP 10-01. Coordination services in support of the Commission are also being sought. Contract period for 2010-2011 is for 11 months beginning August 4, 2010 to June 30, 2011. The contract term may be extended for an additional one-year period by mutual agreement of the parties to continue quality improvement system work in San Bernardino County in coordination with the statewide efforts.

B. Minimum Requirements

Facilitator(s)/Contractor(s) must have:

1. At a minimum, a master's degree in child development or related field
2. 5 years of experience in early childhood education or related field; facilitation of training and delivering workshops utilizing a variety of learning methods; and experience/ability in providing relationship-based on-site consultation to early childhood programs and co-creating goals with participants
3. A knowledge of and actual experience with an ECE-related accreditation process
4. Strong knowledge of systems and programs serving children ages zero to five and their families
5. The ability to work a schedule compatible with the selected child care providers and ability to travel to various homes and agencies throughout San Bernardino County
6. The administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail; and
7. The ability to meet other presentation and participation requirements listed in this RFQ

C. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before 12 P.M. PST, Friday, June 25, 2010 and directed to the individual listed in Section I, Paragraph D. The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFQ.

D. Correspondence

All correspondence, including qualifications submissions and questions, are to be submitted in writing to:

First 5 San Bernardino
ATTN: ECE Quality Improvement Facilitator RFQ 10-03
330 North D Street, 5th Floor

San Bernardino, CA 92415

Dorcus McCrary, Staff Analyst II, dmccrary@cfc.sbcounty.gov

E. Admonition to Contractor(s)

Once the RFQ has been issued and during the evaluation process, the individual identified above is the sole contact point for any inquiries relating to this RFQ. 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 Contractor. It is the responsibility of the Contractor to ensure that the RFQ responses arrive in a timely manner.

F. Qualifications Submission Deadline

All qualifications submissions must be received at the address listed in Paragraph D of this Section no later than 4 P.M. (PST) on Friday, July 16, 2010. Facsimile or electronically transmitted submissions will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

II. PROJECT TIMELINE

- | | | |
|----|--|---|
| A. | RFQ Release | <i>Thursday, June 17, 2010</i> |
| B. | Deadline for submission of questions | <i>Thursday, June 24, 2010
No later than 12 P.M., PST</i> |
| C. | Deadline for Qualifications Submissions | <i>Friday, July 16, 2010
No later than 4:00 P.M., PST</i> |
| D. | Tentative date for mailing Unsuccessful Qualifications Letters | July 21, 2010 |
| E. | Tentative date for awarding of Contract | <i>August 4, 2010</i>
<i>The Successful Contractor must be present at
the Commission Meeting for Contract Approval</i> |
| F. | Tentative Start Date for Contract | <i>August 4, 2010</i> |

The above dates are subject to change as deemed necessary by the Commission.

III. QUALIFICATIONS CONDITIONS

A. Contingencies

Funding for this program is contingent on the availability of California Children and Families Trust Fund monies. This RFQ 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 qualifications that best meet the needs of the Commission.

The Commission reserves the right to accept or reject any or all qualifications submissions if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Contractor(s) in writing, if the Commission rejects all qualifications submissions.

B. Modifications

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

C. Qualifications Submission

To be considered, all qualifications submissions must be submitted in the manner set forth in this RFQ. It is the Contractor's responsibility to ensure that its qualifications submission arrives on or before the specified time. All submitted materials become the property of the Commission.

D. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting 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, the Contractor(s) may be terminated from the RFQ 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 RFQ does not commit the Commission to pay any costs incurred in the preparation of a qualifications submission in response to this request and Contractor agrees that all costs incurred in developing the qualifications submission is the Contractor's responsibility.

F. Qualifications Packet Confidentiality

Contractor(s) should be aware that qualifications submissions are subject to the California Public Records Act (Government Code section 6250 et seq.). If any Contractor's submission contains trade secrets or other information, which is proprietary by law, the Contractor 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 qualifications. 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 Contractor in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Contractor has the option of withdrawing the submission or advising the Commission of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Contractor 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 Contractor of the request. The Contractor will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. 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 submission(s) as may result from these negotiations.

H. Local Preference Policy

The County of San Bernardino (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 proposing, 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 Vendors respond to this procurement with qualifications that are equal in quality, service, and ability to meet the County's needs, County staff must identify if any of the Vendors are local vendors. If any of the Vendors are local vendors, and their quoted price is within five percent (5%) of the cost of services, equipment, goods, and/or supplies proposed by other Vendors, unless it is determined that an exemption applies, staff may recommend the local vendor for Contract award.

IV. PROJECT REQUIREMENTS

A. Overview

First 5 San Bernardino strives to promote, support and enhance the early development of children prenatal through age 5. Services related to child care, child development, parent education and family support are key components within our desired results: that children are ready to enter and succeed in school, families are safe, healthy, nurturing, and self-sustaining, and systems and services adequately support and engage children, families and communities. First 5 San Bernardino seeks to support high quality and developmentally appropriate early care and education experiences for children in San Bernardino County and is committed to building local infrastructure and working with providers to continuously improve the quality of early care and educational settings.

Authorized through Senate Bill 1629 legislation, the California Early Learning Quality Improvement System (CAEL QIS) was convened in early 2009, to develop a plan to improve outcomes for children and narrow the school readiness gap by improving the quality of early learning and care programs for children from birth to five years old. Expecting to receive as much as \$10.7 million in federal funds over three years, Governor Schwarzenegger issued an Executive Order establishing the council on Childhood Education and Care. The establishment of this Council, referred to as ELAC (Early Learning Advisory Council) was the first step in making California eligible for the federal funds that are available through the American Recovery and Reinvestment Act to support improvements in early learning and

care. This established council includes the Executive Director for First 5 California as a member. This committee set two major goals: (1) to make recommendations for an early learning quality rating structure and ways to support systems to increase the quality of early learning programs in California, and (2) to make recommendations on which programs will participate and how to implement the system, including a potential pilot. First 5 San Bernardino strives to be included in this progressive work in the area of child care quality improvement.

San Bernardino County has approximately 30,023 licensed child care slots in center-based child care facilities and 20,336 in family home-based facilities among more than 2,500 sites throughout the County. Currently, San Bernardino County does not have a universal rating system to distinguish quality among services provided to children, to assist families in selecting high quality programs to ensure optimal outcomes for their children related not only to school readiness but success in life. First 5 San Bernardino Commission is proud to lead the efforts, working with partners and stakeholders throughout the region to create and implement such a quality rating system, following the direction, recommendations and adoption of statewide policy from the CAEL QIS/ELAC over the next few years. This strategy would also position the County of San Bernardino to seek and leverage grant matching dollars from the State First 5 Commission Initiatives as well as federal funding opportunities.

Through the scope of work developed for the Early Care and Education (ECE) Quality Improvement Facilitator, which includes quality training, technical assistance, capacity building support and coordination, First 5 San Bernardino will begin work in this first year, to align efforts with the goals of the Statewide plan to implement standardized and effective quality improvement systems and ratings strategically over the next few years as they are developed.

Quality child care is of critical importance to families as well as an important and viable sector of the County's economy. Research shows that high quality child care can improve a child's cognitive, social and emotional development. Through an RFP (10-01) released in January 2010, First 5 San Bernardino sought to increase the number of quality child care spaces and improve the quality of early care settings. This funding opportunity was designed to support quality improvement activities such as professional development and quality improvement training for providers, teacher certification, and program accreditation efforts of which must remain in San Bernardino County serving San Bernardino County children. The key elements of quality as outlined in RFP 10-01 under Early Care and Education (Exhibit A) are as follows:

Health & Safety: The health and safety of the physical (indoor and outdoor) environment as well as policies and practices to ensure health and safety of the children.

Provider Training & Education: Trained providers are better able to understand how children grow and learn and know how to provide the materials and activities that are most appropriate to the ages and interests of the children. This includes staff training and certification.

Learning Environment: The learning environment includes activities that are stimulating and appropriate for each child's age, interests and abilities. Children are encouraged to be actively involved in the learning process and to experience a variety of activities. It also includes respect for different family cultures and backgrounds.

First 5 San Bernardino is seeking a facilitator to provide quality improvement training, technical assistance, and capacity building support to 8 -10 selected center-based and

home-based child care providers, who may or may not be receiving subsidized funding in FY 2010-2011 as a result of the Early Care and Education strategy of RFP 10-01, but are selected to participate. Participation in the Quality Improvement activities offered is mandatory for providers receiving child care subsidies from First 5. In addition, facilitator will provide coordination services in support of the First 5 San Bernardino Commission.

The minimum requirements for this facilitator are outlined within the RFQ (10-03).

Strategic Outcomes & Desired Results

The First 5 San Bernardino Strategic Plan supports Early Care and Education (ECE) activities through three strategic and inter-related initiatives, two of which are included in this Quality Improvement/Technical Assistance effort: (1) Child Care Workforce Development, (2) Child Care Subsidies and (3) School Readiness (not included). The initiatives are designed to ensure that “children enter school ready to learn and succeed.” These efforts are designed to support a combination of the following outcomes described in the First 5 San Bernardino Strategic Plan:

Components of Desired Results:

- Children are personally and socially competent.
- Children are effective learners.
- Children show physical and motor competence.
- Children are safe and healthy.
- Families support their children's learning and development.
- Families achieve their goals.

Access and Availability (Capacity)

- Improved access to quality childcare programs (slots) for children 0-5 with a priority on infants, toddlers and children with special needs. This also includes the development of child care in underserved areas.

Quality Improvement

- Increased number of qualified childcare providers recognizing the developmental needs and milestones of children
- Increased length of time early child care providers stay in the early care and education field
- Increased number of parents informed of and number of children enrolled in high quality subsidized care

An outcomes-based approach is central to each program provided by First 5 San Bernardino. All deliverables as a result of this RFQ will be directly connected with one or more of the outcomes listed above. Contractors should discuss their relevant experience in the context of influencing these or similar outcomes.

B. Project Description

1. Scope of Services

Quality improvement training, technical assistance, and capacity building support will be provided to selected family child care and center based programs to strengthen the quality of their early care and educational settings. Coordination services will be provided to the Commission in support of statewide goals, as they are developed, related to implementation of quality rating scales and systems. Facilitator will be required to:

- Establish an appropriate timeline
- Participate in Commission meetings as needed
- Support and participate in First 5 San Bernardino's evaluation efforts and on-going assessments
- Submit a final internal report which includes recommendations for follow-up with agencies, an outline of next steps, and evaluating the success related to ECE Technical Assistance, Capacity Building and Coordination efforts.

Related to quality improvement training, contractor grounded in best-practice and relationship-based techniques will work with selected providers to:

- Conduct an initial assessment of program using the ECERS and NAEYC standards for center-based programs and FCCERS and NAFCC standards for home-based programs;
- Develop peer learning components designed to improve continuous quality improvement;
- Assist participating providers to advance through quality improvement steps by developing quality improvement plans through a self study process, and by using environmental rating scales and national accreditation standards such as NAEYC, NAFCC, etc.;
- Develop and facilitate delivery of quality improvement activities such as follows:

Partner Orientation/Quality Standards Overview: Providing general orientation information and a foundation for the quality improvement training series and guidelines for developing the individualized quality improvement plans.

Observation/Assessment & Quality Improvement Plan: Provide participating providers with an initial assessment of their program, identifying areas needing improvements. Facilitator will work with participating provider to develop a quality improvement plan, outlining their quality improvement goals and priorities for a 3 year period.

Relationships/Interactions Training: Provide training based on best practices for interactions between providers and child, providers and parents, and peer interactions.

Environment, Health and Safety Training: Cover safe and healthy physical environment and all licensing requirements.

Curriculum Standard Training: Cover best practices and explore various evidence and research - based curricula that promotes learning and development in the following areas: social, emotional, physical, language, and cognitive.

Professional Development, Leadership, and Management: Address implementation of appropriate policies, procedures, and guidance for improved leadership, management and staff development.

- Develop quality improvement trainings including incorporating strategies and approaches for identifying and working with children with special needs
- Collaborate with participants to identify all appropriate activities and resources to enhance and improve their programs

Technical assistance service will include:

- Developing strategies for working with children with special needs
- Coaching for optimal peer interactions and communications
- Developing solutions for issues related to operating a child care program; this may include making recommendations for improved data collection, maintenance of proper recordkeeping/files and materials and environmental upgrades.

Capacity building support service will include:

- Leading providers through development of a quality improvement plan
- Supporting capacity building strategies as providers participate in well developed quality improvement trainings
- Assisting providers in identifying resources and training to support long term financial stability

Coordination service will include:

- Participation in the planning and development phases related to the future implementation of a countywide quality rating system
- May be requested to participate in meetings with a variety of policy makers and stakeholders from the State and local levels, including CAEL QIS/ELAC, First 5 CA, California Department of Education or participate in local debriefs from such meetings
- Working with the local Child Care Resource and Referral agency, KidsNCare, as needed, to promote continuous quality improvement and implementation of quality ratings
- Development of recommendations to support inclusive governance with participating providers
- Development of a framework for “peer learning and sharing” with providers as the planning phase for implementation is developed
- May be required to submit and report additional data collected through this project to guide implementation of countywide quality rating system

2. Desired Contractor Qualifications

In addition to the requirements outlined in Section I.B, the following are desired contractor qualifications:

- Engaging and effective facilitation and technical assistance skills;
- Ability to work effectively with individuals and teams with diverse strengths and backgrounds;
- Ability to initiate and facilitate conversations with multiple stakeholders;
- Ability to be accessible and flexible in accordance with product timelines and activities; and

- Understanding of culturally-appropriate practices and perspectives on issues facing young children and families in San Bernardino County.

3. Project Considerations

- a. The Contractor(s)/Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). The Contractor(s) will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, the Contractor(s) 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 Contractor's employees.
- b. The Contractor(s) must possess and comply with other requirements outlined in this RFQ.

C. 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 [\[http://www.cdss.ca.gov/cdssweb/PG71.htm\]](http://www.cdss.ca.gov/cdssweb/PG71.htm)
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
[\[http://www.dol.gov/ofccp/regs/statutes/eo11246.htm\]](http://www.dol.gov/ofccp/regs/statutes/eo11246.htm)
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 [\[http://www.leginfo.ca.gov/calaw.html\]](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://www.oal.ca.gov/>

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]
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>]

V. CONTRACT REQUIREMENTS

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

A. General Responsibilities

1. 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.

2. Contract Assignability

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

3. 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.

4. 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.

5. 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.

6. 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. The Commission 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.

7. 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 the Scope of Services.

8. 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.

9. 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.

10. Responsiveness

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

11. 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).

12. 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, including endorsements, as required, 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.

13. 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.

14. 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.

15. 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.

16. Americans with Disabilities Act

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

17. 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.

18. 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.

19. Attribution

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

20. 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.

21. Reports

Report requirements include, quarterly progress and fiscal reports and a final project report as agreed. Reporting requirements are not limited to the above and subject to change.

22. 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.).

23. 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.).

24. 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, proposed 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 proposal.

25. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals 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.

B. Fiscal Provisions

1. Payment Provisions

The Contractor(s) will be compensated on a time and expense basis. The Contractor is responsible for supplying all business equipment needed to implement the tasks above (e.g., computer, printer, fax, internet access, etc.). Successful Contractor(s) will be responsible for maintaining a daily log to capture time spent on activities. This will support the Commission's management of costs to ensure execution of all tasks related to the Scope of Services. The reimbursement schedule can be negotiated as monthly or quarterly.

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 negotiated and approved project 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 the 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 proposed 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. 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.

C. 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.

D. 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/or
 - 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

Contractor 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 RFQ.

The Commission, by written notice, may immediately reject any submission 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 submission 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.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. 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 Contractor 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 Contractor. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor 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 Contractor 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 firms 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 Contractor 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 Contractor 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 Contractor 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 Contractor’s offices or locations.

IX. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the submission 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.). Submissions may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Contractor 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 submission, 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 submission, but understand that disclosure will be limited to the extent that the Commission determines is proper under federal, state, and local law.

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

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 Contractor 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. QUALIFICATIONS SUBMISSION

A. General

1. All interested and qualified groups or individuals are invited to submit their qualifications for consideration. Submission of such qualifications indicates that the RFQ has been read and the entire contents of this RFQ is understood, including all attachments and addendums (as applicable) and agrees that all requirements of this RFQ have been satisfied.
2. Qualifications must be submitted in the format described in this Section. Qualifications are to be prepared and submitted in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

3. Qualifications submissions must be complete in all respects as required in this Section. Qualifications submissions may not be considered if they are conditional or incomplete.
4. Qualifications submissions 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 – Submission Deadline.
5. All qualifications submissions and materials submitted become the property of the Commission.

B. Qualifications Presentations

1. An original hard copy, which may be bound with a binder clip, and one (1) electronic copy are required. The original copy must include “wet” signatures. If discrepancies are found between the hard copy and the electronic copy of the submitted qualifications, the submission may be rejected. However, if not rejected, the electronic copy will provide the basis for resolving such discrepancies.
2. Hard copy submissions must be submitted on 8 1/2" by 11" paper with no less than 1/2" top, bottom, left and right margins. Submissions 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 of the page.
3. The package containing the one (1) original hard copy must be sealed and marked with the Contractor’s name and “CONFIDENTIAL – ECE Quality Improvement Facilitator RFQ 10-03”
4. The electronic copy submitted to dmccrary@cfc.sbcounty.gov with the subject line: “CONFIDENTIAL – ECE Quality Improvement Facilitator RFQ 10-03”

C. Submission Format

Response to this RFQ must be submitted in the following sequence and format:

1. Cover Page - A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Contractor submitting the qualifications submission, which must include the following information:
 - a. A statement that the qualifications are ~~is~~ submitted in response to the RFQ Early Care and Education Quality Improvement Facilitator RFQ 10-03.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Contractor.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit the qualifications on behalf of the Contractor.
 - d. A list of Former Commission Administrative Officials (as defined in Section V. B.) affiliated with the organization/firm. If none, so state.
 - e. A statement identifying the region within the county the applicant is able to serve, if able to serve countywide, so state.
2. Table of Contents - A complete table of contents for the entire qualifications submission with respective page numbers opposite each topic.
3. Application – Attachment A
 - 1) Please complete the application in its entirety.

- 2) Attach requested documentation as outlined in the application accordingly.
4. Local Preference Policy Form – Attachment B
 - 1) Complete and include Attachment B in your response to this item of the RFQ.
5. Scope of Work
 - 1) Submit a Scope of Work in reference to the deliverables outlined in Section IV., B. 1. Applicants may choose to develop a scope that addresses all the deliverables or a portion of the deliverables.
6. Budget and Budget Narrative
 - 1) Include a budget and narrative describing expenditures appropriate to the deliverables outlined in the Scope of Work.

XI. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

All qualifications submissions will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Contractor(s) in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

All qualifications submissions will be subject to a standard review process developed by the Commission to yield the Contractor the proper due diligence in the evaluation phase of the RFQ process.

1. Administrative Review - All qualifications submissions will be initially evaluated to determine if they meet the following minimum requirements:
 - a. Must be complete as set forth in Section X – Qualifications Submission, subsection – C Qualification Submission Format including all required documents, and be in compliance with all the requirements of this RFQ.
 - b. 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 qualifications submission. Incomplete packages (those missing information/required documents) will be disqualified. No package 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 package. Unsuccessful applicant(s) in the Administrative Review phase will not have the option to submit an appeal.

2. Critical Evaluation - Submissions meeting the above requirements will be evaluated on the basis of the following criteria, (not necessarily in order of priority):
 - a. Cost
 - b. Proposed services and strategies
 - c. Experience
 - d. Staffing levels and qualifications

While cost is a major consideration in the evaluation process, selection will be based on the determination of which submissions will best meet the needs of the Commission and the requirements of this RFQ.

C. Contract Award

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

The contents of the submission of the successful Contractor 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 protest, 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 RFQ 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 a RFQ in compliance with the RFQ 10-03 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 protesting 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 RFQ for Early Care and Education (ECE) Quality Improvement Facilitator 10-03 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.