



Request For Qualifications for GAS DEBIT CARD SERVICES

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**Administrative Support Division - Contracts Unit
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San Bernardino, CA 92415-0515
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RFQ HS 11-05

TABLE OF CONTENTS

I. INTRODUCTION..... 1
A. Purpose
B. Minimum Requirements
C. Correspondence
D. Qualifications Submission Deadline

II. PROJECT TIMELINE 1

III. QUALIFICATIONS CONDITIONS 2
A. Contingencies
B. Modifications
C. Qualifications Submission
D. Inaccuracies or Misrepresentations
E. Incurred Costs
F. Qualification Packet Confidentiality
G. Negotiations
H. Level of Service

IV. PROGRAM REQUIREMENTS 3
A. Definitions
B. Reference Documents
C. Background
D. Program Description

V. CONTRACT REQUIREMENTS..... 6
A. General
B. Indemnification and Insurance Requirements
C. Right to Monitor and Audit

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS 15
A. Equal Opportunity Program
B. Civil Rights Compliance

VII. FORMER COUNTY ADMINISTRATIVE OFFICIALS 15

VIII. IMPROPER CONSIDERATION 16

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS 16

X. CALIFORNIA PUBLIC RECORDS ACT 17

XI. QUALIFICATIONS SUBMISSION 17
A. General
B. Proposal Presentation
C. Proposal Format

XII. QUALIFICATIONS EVALUATION AND SELECTION..... 19
A. Evaluation Process
B. Evaluation Criteria
C. Contract Award
D. Protests
E. Final Authority

ATTACHMENTS

ATTACHMENT A – QUALIFICATIONS FORM

I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Services (HS), hereafter referred to as the "County", is seeking qualification packets from interested and qualified organizations and firms, hereinafter referred to as "Applicant or "Contractor", to Provide Gas Debit Card services, under a fixed price contract for a three-year period beginning December 1, 2011 through November 30, 2014. An amount not to exceed \$2,500,000 annually has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the Qualification Packets received.

B. Minimum Requirements

Applicant must:

1. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. meet other presentation and participation requirements listed in this RFQ.

C. Correspondence

All correspondence, including the Qualification Packet, is to be submitted to:

County of San Bernardino
Human Services
ATTN: Contracts Unit, RFQ HS 11-05
150 South Lena Road
San Bernardino, CA 92415-0515

D. Qualifications Submission Deadline

All Qualification Packets must be received at the address listed above no later than 4:00 p.m. on Tuesday, September 13, 2011. Facsimile or electronically transmitted Qualification Packets will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late Qualification Packets will not be considered.

II. PROJECT TIMELINE

- | | |
|---|---|
| A. Deadline for submission of questions | Tuesday, August 23, 2011 at
4:00 p.m. |
| B. Deadline for Qualification Packets | Tuesday, September 13, 2011
at 4:00 pm |

- C. Tentative date for Mailing Award/Denial Letters **Thursday, October 6, 2011**
- D. Deadline for protests **Tuesday, October 18, 2011 at 4:00 p.m.**
- E. Tentative date for awarding of Contract(s) **Tuesday, November 15, 2011**
- F. Tentative Start Date for Contract(s) **December 1, 2011**
- G. Mandatory Post Award Conference **Date to be determined**

III. QUALIFICATIONS CONDITIONS

A. Contingencies

Funding for this program is contingent on state and federal funding. This RFQ does not commit the County to award a Contract. The County reserves the right to accept or reject any or all Qualification Packets if the County determines it is in the best interest of the County to do so. The County will notify all Applicants, in writing, if the County rejects all Qualification Packets.

B. Modifications

The Assistant Executive Officer for Human Services has the right to issue addenda to, or terminate, this procurement process at any time.

C. Qualifications Submission

To be considered, all qualifications packets must be submitted in the manner set forth in this RFQ. **It is the Applicant's responsibility to ensure that its Qualification Packet arrives on or before the specified time.** All Qualification Packets and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Applicant 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 County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of a qualifications packet in response to this request and Applicant agrees that all costs incurred in developing this qualifications packet are the Applicant's responsibility.

F. Qualification Packet Confidentiality

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

information confidential, in accordance with Section X below.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their qualifications packet as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of this RFQ, no minimum or maximum number of gas debit cards ordered can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. CalWORKs - The acronym for California Work Opportunity and Responsibility to Kids, implemented through Assembly Bill (AB) 1542. (1997).
2. Children and Family Services (CFS) - Administers programs designed to protect endangered children, preserve and strengthen their families, and develop alternative family settings. Services, as mandated by law and regulation, will be provided in the least intrusive manner with a family centered focus in San Bernardino County.
3. Gas Debit Card - Substitute for cash in the form of a plastic card that is prepaid for a specific cash amount that can be used to purchase only gasoline at specific gas stations.
4. HS Auditing Division - Assists departments, divisions, and units, meet the auditing oversight responsibility for compliance with federal and state regulations. Responsible for issuing benefits in a timely and responsible manner for various programs, including Gas Debit Cards for CFS, and TAD. Participates in the budgeting and claiming processes for the various TAD and CFS funding sources.
5. Human Services (HS) - A system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
6. Participant - Individual(s) who receive services from the County and will utilize the gas debit card.
7. Request for Qualifications (RFQ) - 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 application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.
8. Transitional Assistance Department (TAD) - Administers public assistance programs in the County of San Bernardino.

B. Reference Documents

The Human Services 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>
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604
Div. 21 - <http://www.dss.cahwnet.gov/ord/PG319.htm>
Div. 23 - <http://www.dss.cahwnet.gov/ord/PG312.htm>
3. Clean Air Act (42 U.S.C. section 7606)
<http://epa.gov/oar/caa/title3.html>
4. Clean Water Act (33 U.S.C. section 1368)
http://www.law.cornell.edu/uscode/html/uscode33/usc_sup_01_33_10_26_20_V.html
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994
http://www.law.cornell.edu/uscode/html/uscode20/usc_sup_01_20_10_68_20_X_30_B.html
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/compliance/laws/comp-eeo.htm>
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32)
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr32_main_02.tpl
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://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title45/45cfr76_main_02.tpl
9. California Government Code section 6250 et seq.
<http://www.leginfo.ca.gov/calaw.html>
10. California Government Code section 87100 et seq.
<http://www.leginfo.ca.gov/calaw.html>
11. Office of Management and Budget (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 N/A
14. Title VII of the Civil Rights Act of 1964
<http://www.eeoc.gov/laws/statutes/titlevii.cfm>

15. California Welfare and Institutions Code section 10000 et seq.
<http://www.leginfo.ca.gov/calaw.html>

16. California Fair Employment and Housing Act (California Government Code section 12900, et seq.)
http://www.fehc.ca.gov/act/pdf/FEHA_Outline.pdf]

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the County Human Services Contract Unit office.

C. Background

Children and Family Services and the Transitional Assistance Department provide eligible clients with transportation assistance in order for them to attend school, obtain the required therapeutic counseling and medical care, and seek employment or report to work. Depending on the individual participant's situation, transportation assistance may be provided through gas debit cards. Gas debit cards issued to participants can only be used to purchase gasoline at service stations throughout San Bernardino County and bordering counties in Southern California.

D. Program Description

1. Program Objective – The purpose of this program is to provide gas debit card services to support the transportation needs of County Clients. This service assists clients in achieving case plan goals by providing a gas debit card that can be used to purchase only gasoline at service stations through San Bernardino County and bordering counties in Southern California.

2. Program Requirements

a. Program Activities

Gas debit card must include, at a minimum, the following features:

- Be accepted by the identified gasoline companies (including, but not limited, to Arco, Shell, and Chevron) throughout the County of San Bernardino and in the adjacent areas for the purchase of gasoline.
- Electronically allow the dispensing of gasoline to participant's vehicle.
- Each card should be issued in a fixed amount with a declining value held at individual gasoline stations' computerized systems until depleted.
- Should not have an expiration date.
- Restricted to the purchase of "gasoline only" with no cash remuneration capabilities for whole or part of the card value.
- Cards should have a minimum seven digit numbering system flexible enough to accommodate the funding streams used by the County.

- b. Methods of Service Provision
Participants must be able, at a minimum, to utilize the following forms of service:
 - Service Pump – Gas debit card can be used at the service island.
 - Attendant Delivered – Gas debit card can be given to an attendant who deducts amount to be purchased from the card.
- c. Personnel at the gasoline service station may provide services by:
 - Automated gasoline pumps.
 - Gas station attendants.
 - Electronic debit machines located on the gasoline service station premises.
- d. Reporting Requirements
 - Contractor should have the ability to provide detailed reporting information regarding the date, location and amount spent on a specific gas debit card.

V. CONTRACT REQUIREMENTS

A. General

The selected applicant is required to agree to the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the Qualification Packet or the objections will be deemed to have been waived.

1. Representation of the County

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

2. Contract Assignability

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

3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. 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.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law, including the California Department of Social Services Manual of Policies and Procedures Chapter 23, section 23-602 (Code of Conduct). In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

7. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, the State of California, the County of San Bernardino and all other appropriate governmental agencies, and agree to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

8. 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. section 6081, et seq.).

9. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. section 6081, et seq.).

10. Health and Safety

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

11. 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. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 32).

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

12. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Regs. 6370 (Fe. 18, 1986)], Debarment and Suspension, and other responsibilities implemented at 45 C.F.R. part 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 (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.

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 Qualification Packet.

13. Invoices

Contractor will provide invoices once a month to County within 10 business days following the month of service.

14. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

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, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

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 payments for billings submitted and for termination of the Contract.

15. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

16. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing and by telephone to the County.

17. Copyright

County 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 the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials,

curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

18. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

19. Contractor Primary Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

20. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

21. Recycled Paper Products

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

22. Electronic Fund Transfer

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

23. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

24. Termination for Convenience

The County for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for

payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

B. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County 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 County 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 County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County 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 County to vicarious liability but shall allow coverage for the County 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.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, 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 County.
4. 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 County.
5. 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 County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County 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.
7. 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”.
8. 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.
9. 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 County 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 County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. 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 County. 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 County, inflation, or any other item reasonably related to the County’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 County 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 County.

11. 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:

- a. 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.

If Contractor has no employees, it may certify or warrant to the County 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 County's Director of Risk Management.

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.

- b. 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.

- c. 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.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. 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.

C. Right to Monitor and Audit

1. Right to Monitor

County 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 this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

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

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 county, federal, and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Program data shall be retained locally (in the County of San Bernardino) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County 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 following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County'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:

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and the 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 942 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 (California Government Code section 12900, et seq.); and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

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 County.

B. Civil Rights Compliance

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 County 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 County will supply a sample of the Plan format. Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY ADMINISTRATIVE OFFICIALS

Applicant agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Applicant. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the Applicant. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the Applicant. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head,

assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the RFQ being deemed non-responsive

VIII. 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 County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any Qualification Packet 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 County with respect to the Qualification Packet 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.

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

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County 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 County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant may also 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 Applicant 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 Applicant's business, or whether the Applicant, 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 Applicant, 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 Applicant or those individuals. "Legal proceedings" means any civil action filed in a court of competent jurisdiction, or any matters filed by an administrative

or regulatory body with jurisdiction over the Applicant 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 County. "Key employees" do not include clerical personnel providing service at the Applicant's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the Qualification Packet or in response to a request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250 et seq.). Qualification Packets may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, 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 Qualification Packet, 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 County of San Bernardino determines is proper under federal, state, and local law.

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

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Applicant will be advised of the request and may expeditiously submit to the County 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 County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County 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.

XI. QUALIFICATIONS SUBMISSION

A. General

1. All interested and qualified Applicants are invited to submit a Qualification Packet for consideration. Submission of a Qualification Packet indicates that the Applicant has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules and addendum (as applicable) and agrees that all requirements of this RFQ have been satisfied.
2. Qualification Packets must be submitted in the format described below. Applicants are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ.

Expensive bindings, 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. Qualification Packets must be complete in all respects as required in this section. A Qualification Packet may not be considered if it is conditional or incomplete.
4. **Qualification Packets must be received no later than the date and time at the designated location as specified in Section II, Paragraph E. Submission Deadline.**
5. All Qualifications Packets and materials submitted become the property of the County.

B. Qualification Packet Presentation

1. An original, which may be bound, and five (5) unbound copies of the written Qualification Packet are required. The original copy must be clearly marked "Master Copy" and must contain original signatures. If one copy of the Qualification Packet is not clearly marked "Master Copy", the Qualification Packet may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the Qualification Packet, it 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 Applicant's name and "CONFIDENTIAL – GAS DEBIT CARD SERVICES and HS RFQ 11-05".
3. An individual authorized to submit the Qualification Packet must complete, sign, and submit the Request for Qualifications GAS DEBIT CARD SERVICES qualifications form (Attachment A) and include all supporting documentation requested.
4. If any Applicant, in its response, has trade secrets or other information which is proprietary by law, that Applicant must notify the County of its request to keep said information confidential as identified in Section X.
5. Audited Financial Statements - Submit three annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this application.

Although it is in the best interest of the Applicant to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow the same provisions as audited financial statements stated in this RFQ.

Submit an agreement to the right of the county, state, and federal governments to audit the prospective Contractor's financial and other records.

XII. QUALIFICATIONS PACKET EVALUATION AND SELECTION

A. Evaluation Process

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

B. Evaluation Criteria

All submissions will be evaluated to determine if they meet the following requirements:

1. The submission is complete, in the required format, and in compliance with all the requirements of this RFQ.
2. Prospective Contractor meets the requirements as stated in the Minimum Requirements as outlined in Section I, Paragraph B.
3. Services and costs included are reasonable and meet the requirements as stated in this RFQ.

Failure to meet all of these requirements may result in the Qualification Packet being rejected. No submission shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Applicant will be notified of the deficiency in the submission and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the submission.

C. Contract Award

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

The contents of the Qualification Packet 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. Protests

Applicants may protest the recommended award, provided the protest is in writing, contains the RFQ number, is delivered to the address listed in Section I, Paragraph C of this RFQ, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments;

there has been a violation of a conflict of interest as provided by California Government Code section 87100, et seq.; or a violation of state or federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant Executive Officer for Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Applicant within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

REQUEST FOR QUALIFICATIONS (RFQ)
GAS DEBIT CARD SERVICES
QUALIFICATIONS FORM
RFQ HS 11-05

1. Submitted by (Applicant's Legal Name or Legal Name of Agency/Organization):

2. Business Address: _____
3. Telephone Number: _____ Fax Number: _____
E-mail: _____
4. Contact Person: _____ Title: _____
5. Federal Tax Identification Number: _____
6. By submitting the Qualification Packet in response to the RFQ, the Applicant or Agency/Organization understands and agrees with the following statements:
 - A. All costs for developing and completing the RFQ are the responsibility of the applicant organization and will not be chargeable to the County of San Bernardino.
 - B. It is understood that the Qualification Packet and any and all supporting documents are open to public inspection under provisions of law.
 - C. Applicant agrees to provide the services as described in the RFQ for a three-year period beginning no later than December 1, 2011.
 - D. The offer made in the Qualification Packet is firm and binding for 120 days from the date the packet is opened and recorded.
 - E. All aspects of the Qualification Packet, including cost, have been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition.
 - F. All declarations in the Qualification Packet are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - G. Applicant agrees that all aspects of the RFQ and the Qualification Packet submitted shall be binding if the Qualification Packet is selected and a Contract awarded.
 - H. Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform services as stated.
 - I. Applicant, if awarded a contract, will comply with all applicable rules, laws, and regulations.
 - J. Applicant does not have any commitments or potential commitments which may

impact the Applicant's assets, lines of credit, guarantor letters, or ability to perform the Contract.

K. Applicant will obtain insurance in the amounts and coverage stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

7. The undersigned affirms all statements made in this form are true and complete to the best of his/her knowledge.

8. I hereby affirm I am duly authorized by the governing body to legally bind the applicant or Applicant to the terms and conditions specified herein.

(Authorized Signature)

(Print Name Here)

(Title)

(Agency/Organization Name)

(Date)

QUALIFICATIONS FORM

◆ Please answer all questions completely. If a question does not apply, please indicate Not Applicable (N/A).

1. How many years has the Applicant been in business? _____

2. Does the Applicant have any experience providing gas debit card services?
 yes no If yes, describe experience providing gas debit card services.

3. Does the Applicant have the ability to provide gas debit cards that are accepted by the identified companies, and issued in the amounts indicated, throughout the County of San Bernardino and in the adjacent areas for the purchase of gasoline? Check all that apply.

Arco	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Shell	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Union 76	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Chevron	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Valero	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Circle K	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Terrible Herbst	<input type="checkbox"/> yes <input type="checkbox"/> no	\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Other _____		\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____
Other _____		\$15 <input type="checkbox"/>	\$25 <input type="checkbox"/>	Other _____

Qualifications Form
Page 2 of 6

4. Does the Applicant have the ability to issue gas debit cards in a fixed amount with a declining value held at individual gasoline stations' computerized systems until depleted?

yes no

5. Does the Agency have the ability to provide gas debit cards that do **not** have an expiration date?

yes no

6. Does the Applicant have the ability to provide gas debit cards that are restricted to the purchase of "gasoline only" with no cash remuneration capabilities in whole or part of the card value?

yes no

7. Does the Applicant have the ability to provide a minimum seven digit numbering system flexible enough to accommodate the funding streams used by the County?

yes no

8. Can the numbering system be easily revised?

yes no

If yes, will there be a charge to revise the numbering system?

yes no If yes, please explain.

9. The County anticipates purchasing 20,000-25,000 cards per shipment. Describe how the Applicant will accommodate this need.

10. Considering the volume of gas debit cards being purchased, what will be the method of delivery?

11. Does the Applicant currently have a reporting system to track specific card usage?

yes no If yes, please explain reporting components.

12. Does the Applicant have the ability to box and ship gas debit cards in numerical sequential order?

yes no

13. Is there currently a handling or shipping charge?
yes no If yes, how are these charges determined?
14. Does the Applicant have the ability to activate gas debit cards after shipment and upon County request?
yes no
15. Does the Applicant have the ability to provide a toll-free number that allows the County to review card activation status, balance, unread magnetic stripe or any other card service related issue?
yes no
16. Does the Applicant have the ability to provide customer service Monday-Friday, 8:00 a.m. – 6:00 p.m. Pacific Standard Time?
yes no
17. Is the Applicant currently delinquent in paying its state/federal payroll taxes?
yes no If yes, please explain. (Attach separate sheet if needed).

18. Is the Applicant currently involved in any litigation in connection with any other type of Gas Debit Card services contract(s)?

yes no If yes, please explain. (Attach separate sheet if needed).

19. Does the Applicant have any convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees?

yes no If yes, please explain.

20. Does the Applicant have any controlling interest in any other firms providing equivalent or similar service or financial interest in other lines of business?

yes no If yes, please explain. (Attach separate sheet if needed).

Qualifications Form
Page 6 of 6

21. Does the Applicant have any Former County Officials (as defined in Section VII of the RFQ) affiliated with the organization?

yes no If yes, please provide name(s).

22. Does Applicant agree to provide to the County either a certificate of insurance or evidence of ability to obtain insurance, such as, an insurance quote reflecting all of the required coverage listed in Section V, Paragraph B?

yes no

23. Does Applicant plan to subcontract any portion of the service delivery described in the RFQ?

yes no

If yes, please include the name and address of the organization/firm, type of work to be performed, percentage of the total work to be performed.

Attach the following information with your Qualifications Packet:

24. Audited Financial Statements – Submit the most recent and complete three annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant.