



# Solicitation For Proposals For Team Decision Making (TDM) Facilitator

## I. Introduction

The County of San Bernardino Children and Family Services is seeking proposals from interested and qualified organizations and firms (Proposer) to perform as Facilitators of Team Decision Making (TDM) sessions as needed at Initial, Emergency Placement and Change of Placement TDMs and Transitional Conferences (TC) in the County's North Desert region, providing coverage for the areas of Barstow, Victorville, and Needles. The Proposer must maintain an Agency in the North Desert area awarded. The facilitators are neutral third parties who seek to reach a consensus amongst stakeholders regarding the plans for child(ren) and families involved with Child Welfare Services.

Any contract(s) awarded will be under a Fee-for-Service for the period beginning November 15, 2011 through June 30, 2012, contingent on the availability of funds and Contractor performance. An amount not to exceed \$100,000 has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the proposals received.

## II. Project Requirements

### A. Definitions

1. Change of Placement or Placement Preservation TDMS – These meetings are held prior to change of placement, or as soon as possible after placement, or upon return from an absence without leave (AWOL) episode. TDM meeting is scheduled in advance when possible. In instances of emergency change of placement these TDMs may be held on short notice. The focus is on developing the best placement decision, identifying all appropriate placement resources and preserving placements and relationships, when possible.
2. Children and Family Services (CFS) – The County department that administers programs designed to prevent and treat child abuse and neglect in San Bernardino County. CFS oversees and administers various programs including Child Welfare Services, Adoptions, Foster Care Services, Independent Living, and other related services. CFS provides support for families as it works toward the goal of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
3. Facilitator – The TDM meeting leader who is charged with keeping the group focused on a common task to reach a decision about a placement issue that protects and

- provides safety for the child in the least restrictive/intrusive manner possible. This person works to assure that the purpose of the TDM meeting is understood, the TDM Model is followed and all participants have an opportunity to be involved.
4. Team Decision Making (TDM) – A TDM meeting is held to determine if a child can return home safely or if a child requires out-of-home placement. It is a collaborative meeting designed to produce the best joint decisions concerning a child’s safety and placement. The goal is to involve birth families and community members, along with resource families, service providers and agency staff, in all placement decisions, to ensure a network of support for the child and the adults who care for them. TDM meetings improves the agency’s participatory decision-making process, encourages the support and “buy in” of the family, and helps develop specific, individualized, and appropriate interventions for children and families. TDM’s follow a set structure and each meeting includes the following sections: Introduction, Strengths, Concerns, Ideas, and Plan. The fundamental purpose of TDM meetings are grounded by value-driven principles. TDM meetings are held for all decisions involving a child’s removal, change of placement, and reunification/other permanency plan.
  5. Emergency TDMs – In cases of imminent risk to the child, a TDM meeting will be held within twenty-four (24) hours of the removal.
  6. Initial TDM – is a meeting scheduled when social worker assesses the child(ren) is at risk.
  7. Transitional Conference (TC) – A conference held for older youth to participate in permanency planning meetings to build a team of supportive individuals and to develop or enhance their transition plans for aging out of care. The first meeting is scheduled when the youth turns 16 and must be conducted annually thereafter. TC’s are intended to be a youth-driven process. Factors to consider in the assessment are the child's service plan; the court report; likely participants and interested parties; the youth's strengths, talents, and skills; the youth's special needs; and any special circumstances. This team of supportive individuals may continue to meet with the youth into adulthood as part of the extended foster care program under the provisions of AB 12.

## B. References

The county 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](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](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)]  
<http://www.epa.gov/isdc/eo11738.htm> 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](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)]  
<http://www.epa.gov/isdc/eo12549.htm> 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](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](http://www.fehc.ca.gov/act/pdf/FEHA_Outline.pdf) ]

Copies of these materials are available for review Monday–Thursday, 8:00 a.m. – 4:00 p.m., at the County Human Services Contract Unit office.

## C. Background

Children and Family Services (CFS) is dedicated to the safety, protection, and permanency of children in San Bernardino County and the promotion of child and family well-being. The most effective means of preserving every child's right to be raised in a safe, permanent family is through society's ability to assist and strengthen families. CFS values and depends on the collaboration with community agencies and private citizens to protect our county's children. Working within its mission, CFS respects the dignity, integrity, and uniqueness of each family and adheres to the philosophy that intervention and removal is warranted only when children are found to be at substantial risk in their home.

CFS, via social worker staff and supervision, accomplishes its mission through assessing suspected cases of abuse and neglect, assisting the family in diagnosing the problem, providing supportive services to help children stay at home with their families, coordinating community and agency services for the family, providing public information about child abuse, neglect, and dependency, and petitioning the court for removal of the child, if necessary.

The department, consisting of approximately 800 staff, investigates allegations of abuse and neglect of more than 50,000 children within the County each year. Approximately 5% of these children become dependents of the Juvenile Dependency Court, while another 5% receive services from CFS designed to prevent abuse or neglect and avoid out-of-home placement.

The Family to Family initiative is a component of the best practice model of social work used by CFS for improvement of child specific outcomes. This initiative is part of the CFS System Improvement Plan that is mandated by the State. Family to Family provides strategies proven to reduce the number of children placed in foster care, decrease the amount of time spent in foster care, and reduce the number of children returned to foster care due to reoccurrence of abuse.

TDMs and related Transitional Conferences (TC) are core strategies of the Family to Family initiative. TDM/TC are mandatory. They are participatory decision making processes that ensure all relevant parties are included in decisions about child safety, placement and permanence. TDM/TC meetings include CFS professional staff, foster parents, birth families, community members, and service providers in placement decisions.

Transitional Conferences will be a key component of the new extended foster care program for youth age 18 and older required by recently enacted legislation (AB 12). The meetings bring together a team of individuals in the youth's support system to help plan and develop sufficient connections and resources for the youth to successfully transition from the foster care system to self sufficiency. The youth selects the TC team, which may include anyone the youth identifies as important to them. The goal is to build a network of enduring relationships that continue after formal services end.

TDM meetings are usually held before child(ren) are removed, in all other cases a TDM meeting will be held within 5 days. TDMs allow immediate decisions to be made by a team of individuals identified in the child's network. The team seeks consensual decision regarding a placement that both protects the child and preserves or reunifies the family. With the assigned Social Worker, the facilitator leads the group discussion that determines the placement/custody recommendation for the child.

Facilitators protect ideas and individuals from attack or being ignored and provide a safe, supportive environment to permit communication. Facilitators periodically summarize, clarify, reframe and identify areas of agreement to assist the group. As they work to assure that the situation is thoroughly examined, risks stated, family strengths recognized, goals verbalized, ideas brainstormed, quality decisions made with safety and action plans developed, they act as an information resource for the group. They are knowledgeable of laws, agency policies/procedures, services, best practice, etc. and monitor compliance with standards by staff. Moving the group through the problem-solving/decision-making process, maintaining reasonable time frames, they manage the process and structure of the meeting, recognizing that the family and caseworker are the content experts.

Facilitators accurately record information and decisions. With the assigned Social Worker, the facilitator leads the group discussion that determines the placement/custody recommendation for the child. They provide a copy of the safety/action steps at the completion of the staffing to all participants.

Facilitators are committed to encouraging professional development in agency staff. They model supportive, non-threatening, respectful behavior. When strengths and growth areas are observed with agency participants, they share their perceptions with the worker and supervisor.

Facilitators are responsible to ensure a high quality decision results from the meeting, intervening if necessary, as an experienced/knowledgeable participant. Facilitators strive to develop a consensus decision with all participants, but always with agency staff in attendance.

The fundamental purpose of TDM meetings are grounded by value-driven principles. Core values include:

- a. All families have strengths;
- b. Families are the experts on themselves;
- c. Families deserve to be treated with dignity and respect;
- d. Families can make well-informed decisions about keeping their children safe when supported;
- e. Outcomes improve when families are involved in decision-making;
- f. A team is often more capable of creative and high-quality decision making than an individual

## D. Task Description

**Goal:** CFS desires an agency to provide facilitators to lead TDM Meetings and move the group through the problem solving process. Contractor will provide a bank of qualified facilitators to conduct TDMs in the desert's North region (Barstow, Victorville and Needles). Further, the amount of facilitation services varies according to the needs of the clientele and is provided on an "as needed" basis.

## E. Deliverables

1. Contractor shall maintain a pool of qualified individuals to perform under this contract. The minimum number of trained staff to be maintained for on-call availability per service area is as follows: Victorville must maintain a minimum of 3.5 trained staff; Barstow, 1.5; and Needles, 1.
2. Contractor shall designate a key resource person who CFS may contact to notify of upcoming TDMs and that an agency staff person is needed.
3. Contractor will coordinate with designated CFS staff to arrive at specified time and place for TDM meeting.
4. Contractor shall conduct the following types of TDMs
  - a. Initial or Emergency Removal
  - b. Change of Placement or Placement Preservation
  - c. Permanency Planning or Reunification
5. Contractor shall ensure the following have been invited to TDM meeting, if appropriate
  - a. Birth Parents – recognized as the expert on their family's needs and strengths, presence and involvement is integral to the success of the meeting, absence or non-participation would not preclude or postpone a scheduled TDM meeting, except when a TDM meeting is scheduled for reunification.
  - b. Child(ren) – should be included at all times. It is only appropriate to exclude children when they are under 10 years of age, placed in a hospital or locked facility, or have severe cognitive deficits (low functioning).
  - c. Extended family and non-relative supports – invited by youth and/or parents and act as a support or resource for the family.
  - d. Current/Previous caregivers (kin, foster, etc.) – participate as key team members and assist in providing information regarding child(ren)'s adjustment, progress, and needs; helps develop ideas and reach a decision.
  - e. Social Worker (SW) – recognized as the content expert; contributes to discussion and advocates for the child; responsible for making a decision if absence of consensus; expected to bring documents that could expedite and simplify the process; responsible for validating the child's requests; provides strength based context to case; follows up with the plan that is put in place; ensures risk factors are addressed; ensures adherence to program policy

- f. Supervisor – CFS Supervisor or Supervisor designee should always be included in the TDM meeting. The Supervisor may or may not be included in the TC.
- g. Facilitator – recognized as the trained process expert who works with the social worker and leads the meeting through a solution-focused process; assigned to family's case throughout involvement with CFS; participates as a full team member and is responsible for high quality decisions; expected to seek review of social worker's decision in situations where consensus is not reached; provides summary report to participants and CFS TDM staff.
- h. Community partners – defined by their identity as a member of the family's "community," whether based on neighborhood, ethnicity, religion, or other connection; provides support, resource expertise, and external perspective to decision-making; presence in meeting must be agreed to by the child and family.
- i. Service providers – those persons who are currently or previously involved with the child and/or family (i.e. Case manager, therapist, direct one to one staff); child's discharge planning should coincide with result of TDM meeting.
- j. Court Appointed Child Advocate (CASA) – a court-appointed representative responsible for representing the child's best interest. Should always be invited and participate if their schedule permits.
- k. Other public agency staff – may include Independent Living Coordinator, Probation officer when child is court-involved, DBH representative if child is receiving mental health treatment from DBH (Department of Behavioral Health), School Staff, if applicable, or others able to provide expertise and information.

## **F. Minimum Qualifications**

1. Possess general knowledge of the symptomology of child abuse and neglect, and of the operations of public child welfare, juvenile courts, affiliated agencies such as probation and the juvenile courts.
2. Have child welfare experience acquired through employment, volunteer, or contract agency work.
3. Commit to being trained by County staff on TDM procedures and to respond to the TDM meeting call when needed by CFS.
4. Have the ability to comply with the proposed delivery and performance schedule.
5. Have the ability to maintain adequate files and records, which are subject to confidentiality requirements, and meet statistical reporting requirements.
6. Have the administration and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
7. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond control of the Contractor, shall be presumed to be unable to meet this requirement.

## **G. TDM Scheduling**

1. The agency providing the TDM Facilitators will be notified of upcoming TDMs at least twelve (12) hours in advance of the meetings, and at least by 4:30 pm on the prior day, if at all possible. TDMs are normally scheduled to begin by 6 pm at the latest. However, an emergency TDM may permit only a four (4) hour notice or less.
2. TDMs are from two (2) to four (4) hours in duration from preparation to closure. Three and one-half hours are the average length. The TDM Facilitator may require a longer session until proficiency and efficiency is gained with TDM experience.

## **H. Facilitator Qualifications and Responsibilities**

1. Desired Facilitator Qualification
  - a. Human Services related Master's degree, or Human Services related Bachelor's degree and 2 years or more of experience in child welfare
  - b. Previous experience as a facilitator and knowledge of Family to Family is highly desirable
  - c. Bilingual preferred
2. Facilitator will maintain the integrity of the TDM process throughout contact.
3. Facilitator will prepare for meeting by reviewing the TDM referral information; consulting with the referring CFS SW to identify special needs; preparing the meeting room, including necessary supplies and materials; and obtaining confidentiality releases.
4. Facilitator will accurately record TDM information.
5. Facilitator will follow the TDM meeting structure including the following:
  - a. Introduce the goal of the meeting
  - b. Have Team members introduce themselves
  - c. Ensure ground rules for the meeting are set
  - d. Ensure a strength based approach is used by the Team to help the participants identify placement options and service needs
  - e. Identify next steps with timelines
  - f. Ensure a consensus decision is made if possible
6. Facilitator during the TDM meeting will; elicit information from the participants to define the problem, foster collaborative decisions based on a thorough examination of the issues, guide the TDM meeting to produce an Action Plan that reflects the family's strengths, and incorporate community resources to ensure the safety and well-being of the child, whether at home or in out-of-home placement. Facilitator promotes an inclusive, safe and supportive environment by modeling respectful interactions, active listening skills, flexibility and quality customer service, while managing conflict within the meeting, and writing Action Steps for all participants.
7. Facilitator will be assigned to the family's case for subsequent TDM meetings.
8. Facilitator completes the session by writing summary of consensus plan, perform other data gathering and reporting, obtain participants signatures on appropriate

- form, initiate administrative review if consensus not reached or if other safety issues arise, possibly participate in an administrative review meeting, and debrief with various CFS staff as needed.
9. Have the ability to maintain a professional relationship and open communication with the designated CFS contact persons.

### III. Proposal Timeline

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|----|--|--------------------|
| A. | Deadline to Submit Questions   | August 17, 2011    |
|    | All questions <b>must</b> be submitted in writing, no later than August 17, 2011, 4:00 p.m. to the address listed in Section IV, Paragraph A. E-mails and faxes are acceptable. <b>E-mail subject line must be: SFP HS 11-08.</b> Answers to written questions will be posted as an addendum to county website at <a href="http://www.sbcounty.gov/purchasing/">www.sbcounty.gov/purchasing/</a> . |                    |
| B. | Tentative date to post answers to written questions  | August 24, 2011    |
| C. | Deadline for Proposal submission<br>4:00 p.m.  | September 14, 2011 |
| D. | Tentative date to send Award/Denial<br>Letter to Proposers   | October 3, 2011    |
| E. | Tentative date for awarding of Contract(s)   | October 21, 2011   |
| F. | Tentative beginning date for contract(s)   | November 14, 2011  |

### IV. Proposal Submission

- A. All correspondence, including Proposals, must be submitted to:
- Dewayne Ford  
County of San Bernardino  
Human Services-Contract Unit (SFP HS 11-08)  
150 South Lena Road  
San Bernardino, CA 92415-0515
- Phone: (909) 388-0212  
Fax: (909) 387-2900  
E-mail: [dford@hss.sbcounty.gov](mailto:dford@hss.sbcounty.gov) (E-mail subject line must be: SFP HS 11-08)
- B. Proposals must be received no later than the date and time as specified in Section III, Paragraph C – Deadline for Proposal submission.

- C. One bound original and five (5) unbound copies of the written proposal are required.
- D. Proposal Format

Proposals must be submitted by an individual authorized to submit proposals on behalf of the Proposer and should contain the following:

1. Summary of Proposer's background and experience on similar projects.
2. Name, phone number and address of at least three references.
3. A description of project scope, as understood by the Proposer.
4. Proposers plan to achieve task and deliverables as assigned in this SFP.
5. Cost.
6. Any other pertinent information needed to evaluate Proposal.

- E. Contract Requirements

The selected Proposer is required to agree to the terms contained below. If a Proposer should have any objections, these objections must be addressed in the Solicitation for Proposals (SFP) response to the County or the objections will be deemed to have been waived.

1. 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 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.
  - b. Additional Insured – All policies, except for the Workers' Compensations, 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 Insure (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 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.
- 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 County.
- 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 County or between the County and any other insured or additional insured under the policy.
- f. 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.
- 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 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.

- j. 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.

- 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.

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.

- 2) 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:

- a) Premises operations and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations).
- d) Explosions, collapse and underground hazards.
- e) Personal injury
- f) Contractual liability.
- g) \$2,000,000 general aggregate limit.

- 3) 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.

- 4) 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.

- l) 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.

## 2. 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.

## 3. Former County Administrative Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined herein) who are employed by or represent Contractor. 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 business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the business. For purposes of this Section, “county administrative official” is defined

as a member of the Board of Supervisors or such officer's staff, County Administrative Officer 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.

#### 4. Inaccuracies or Misrepresentations

If in the course of this procurement or in the administration of a resulting contract, the County determines that the Proposer/Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer/Contractor may be terminated from the procurement 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.

#### 5. Disclosure of Civil and Criminal Proceedings

The County reserves the right to request the information described herein from the Proposer 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 Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer 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 Proposer 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 Proposer's business, or whether the Proposer 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 Proposer 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 Proposer may be asked to disclose whether the Proposer, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as 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 Proposer or the individuals. If the response is affirmative, the Proposer 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 Proposer’s offices or locations.

6. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

7. Recycled Product Procurement Policy

Contractor agrees to comply with the County’s Recycled Product Procurement Policy No. 11-17, which states, “It is County Policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, consultants, contractors, and other entities or organizations doing business with the County.”

8. Contract Compliance

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, and 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the County Human Services Contract Unit at (909) 388-0360.

9. Electronic Fund Transfer

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

## 10. 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.

## 11. 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 Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor 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.

## V. Proposal Conditions

### A. Contingencies

This procurement does not commit the County to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County to do so.

### B. Level of Service

County makes no assurances regarding minimum or maximum number of contracts awarded from this SFP.

### C. Evaluation Process

All proposals will be subject to a standard review process developed by County. This includes technical review and evaluation, as well as cost evaluation, by County staff. The primary consideration shall be the effectiveness of the Proposer in the delivery of

comparable or related services based on demonstrated performance. Performance factors to be evaluated include past experience, delivery date of studies, cost effectiveness, quality of service, ability to provide complete and thorough documentation as required by County.

D. Incurred Costs

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

E. Contract Award

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

F. Contract Negotiations

County may require the potential Contractors selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items of their proposals as may result from negotiations. The contents of the proposal of the successful Proposer will become contractual obligations, subject to negotiation, and failure to accept these obligations in a Contract may result in cancellation of the award. Standard County contractual requirements, to include insurance provisions, will apply to contracts awarded.

G. Final Authority

The final authority to award contract rests solely with the County of San Bernardino Board of Supervisors.

H. Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this SFP, unless otherwise specified in the proposal.

I. Protest

Proposers may protest the recommended award, provided the protest is in writing, contains the SFP number, and is submitted within five (5) calendar days of the date of the letter of intent to award. Protests from other individuals or firms will not be accepted.

All protests must be submitted to:

Human Services  
150 South Lena Road  
San Bernardino, CA 92415-0515

Grounds for a protest are that the County failed to follow the selection procedures and failed to adhere to requirements specified in the SFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of state or federal law. Protests will not be accepted on any other grounds. In the event of protest, a panel designated by the Assistant Executive Officer for Human Services will handle all protests.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within five (5) calendar days of receipt of the protest (unless more time is required to investigate and prepare the response) advising of the decision with regard to the protest and the basis for the decision.