



INVESTING IN CHILDREN

**Request for Proposals
(RFP 11-03)**

Education Services

First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415
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TABLE OF CONTENTS

I. PROCUREMENT TIMELINE..... 3

A. Questions 3

B. Correspondence 3

C. Admonition to Proposers 4

D. Mandatory Proposal Conference 4

E. Proposal Submission Deadline 4

II. INTRODUCTION..... 4

A. Background 4

B. Period of Contract..... 5

C. Minimum Proposer Requirements 5

III. PROCUREMENT CONDITIONS 6

A. Contingencies 6

B. Acceptance or Rejection of Proposals 6

C. Best Value Evaluation Process 6

D. Modifications 6

E. Proposal Submission..... 6

F. Local Preference Policy 7

G. Incurred Costs..... 7

H. Public Inspection 7

I. Clarifications..... 7

J. Negotiations 7

K. Formal Agreement..... 8

L. Use of Proposal Received 8

M. Independent Contractor Status 8

N. Pre-Award On-Site Visits 8

O. Level of Service..... 8

P. Termination of Contract 8

Q. Target Population 8

R. Final Authority 8

IV. PROGRAM REQUIREMENTS 8

A. Definitions..... 12

B. Reference Documents 13

C. Program Description 14

V. CONTRACT REQUIREMENTS..... 14

A. CONTRACTOR SERVICE RESPONSIBILITIES..... 14

B. CONTRACTOR’S GENERAL RESPONSIBILITIES 15

C. COMMISSION RESPONSIBILITIES..... 26

D. FISCAL PROVISIONS..... 26

E. RIGHT TO MONITOR AND AUDIT	28
F. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION.....	29
VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS.....	30
A. Equal Employment Opportunity/Civil Rights.....	30
B. Civil Rights Compliance.....	30
VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS	31
VIII. IMPROPER CONSIDERATION	31
IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS	31
X. CALIFORNIA PUBLIC RECORDS ACT	32
XI. SUBCONTRACTOR STATUS	33
XII. PROPOSAL SUBMISSION.....	33
A. General	33
B. Proposal Presentation	34
C. Proposal Format.....	34
XIII. PROPOSAL EVALUATION AND SELECTION	37
A. Evaluation Process.....	37
B. Evaluation Criteria	38
C. Contract Award	39
D. Appeals.....	39
E. Final Authority	39

Attachments:

Exhibit A – Education Services

Attachment A – Program Work Plan

Attachment B – Program Budget and Budget Narrative

Attachment C – Proposal Submission Checklist

Attachment D – Statement of Certification

Attachment E – Reportable Conditions

Attachment F – Exceptions and Disclosures

Attachment G – Subcontractor Information

Attachment H – Financial Capacity

Attachment I – Local Preference Policy Form

I. PROCUREMENT TIMELINE

ACTIVITY	DATE
A. RFP Release	<i>Thursday, November 3, 2011</i>
B. Deadline for Question Submissions	<i>Tuesday, November 15, 2011 No later than 12 Noon, PST</i>
C. Mandatory Proposal Conference	<i>Wednesday, November 16, 2011</i>
D. Deadline for Proposal Submission	<i>Friday, December 16, 2011 No later than 4:00 P.M., PST</i>
E. Tentative date for Unsuccessful Proposals Letters – Administrative Phase (No Appeal)	<i>January 13, 2012</i>
F. Tentative date for Award/Unsuccessful Proposal Letters – Fiscal and/or Program Phase (Opportunity to Appeal)	<i>April 2, 2012</i>
G. Tentative Deadline for Appeals	<i>April 12, 2012</i>
H. Tentative date for awarding of Contract(s)	<i>June 6, 2012</i>
I. Tentative Start Date for Contract(s)	<i>July 1, 2012</i>

The above dates are subject to change as deemed necessary by the First 5 San Bernardino Commission.

A. Questions

Questions regarding the contents of this RFP posed prior to the Proposal Conference must be submitted in writing on or before **12 Noon (Pacific Standard Time [PST]), Tuesday, November 15, 2011 and directed to the individual listed in Section I, Paragraph B.** All questions will be answered and both the question and answer will be posted on the First 5 San Bernardino Website as an addendum to this RFP.

B. Correspondence

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

First 5 San Bernardino
ATTN: RFP 11-02 for Education Services
330 North D Street, 5th Floor
San Bernardino, CA 92415
Contact Person: Mary Alvarez, Staff Analyst II
Phone: (909) 387-1508
E-Mail: malvarez@cfc.sbcounty.gov

C. Admonition to Proposers

Once the RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. **Failure to adhere to this policy may result in disqualification of the Proposer and rejection of the proposal.**

D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on: **Wednesday, November 16, 2011 at 9:00 A.M. – 12 Noon (PST)**. Please print a copy of the RFP and any other corresponding documents, as these documents **will not be available** at the proposal conference.

ADDRESS: Hilton San Bernardino
285 East Hospitality Lane
San Bernardino, CA 92408

2. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.** No make-up sessions will be held. To attend, please RSVP at:

<https://first5sanbernardino.wufoo.com/forms/mandatory-proposal-conference/>.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph B above **no later than 4:00 PM (PST) on Friday, December 16, 2011.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. INTRODUCTION

A. Background

Through the development of this procurement, First 5 San Bernardino has adopted the Strengthening Families™ protective factors framework¹. This framework aids in working with children and families through the approach that allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of Strengthening Families™ is built upon five research-based Protective Factors:

- Parental resilience
- Social connections
- Concrete support in times of need
- Knowledge of parenting and child development
- Social and emotional competence of children

When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development. This protective factors framework is in alignment with the First 5 San Bernardino Mission and Vision and First 5 San Bernardino Strategic Plan.

¹ See Center for the Study of Social Policy website: <http://www.cssp.org/reform/strengthening-families>

Additionally, as funding for these programs become even more limited, organizations and agencies are pushed to streamline services and work collaboratively to support the families they serve.

First 5 San Bernardino, hereafter referred to as the "Commission," is seeking proposals from qualified organizations, hereinafter referred to as "Proposers", "Contractors" or "Vendors," to provide EDUCATION services for children ages 0 -5 and their families as identified in the accompanying Exhibit A and the First 5 San Bernardino Strategic Plan. Said services will occur under a reimbursement contract. An amount not to exceed \$6.25 million dollars per year has been allocated for education related services for the period of July 1, 2012 through June 30, 2015. The most important expectation of funding under this RFP is positive, immediate and documentable results for children ages 0 -5, as defined by First 5 San Bernardino's established strategic goals and indicators that show "increased", "reduced", "change in", etc., measured by stringent evaluation standards and tools. The number of awards will be determined by the types and quality of proposals received, the evaluation of these proposals and the feasibility that the service can and will "move the needle" towards positive outcomes for children.

B. Period of Contract

Contracts awarded for services to be funded through this RFP are proposed to be for the three (3) year period commencing July 1, 2012 through June 30, 2015, subject to the availability of California Children and Families Trust Fund monies, however, the Commission reserves the right to negotiate contracts for a shorter period of time, based on the specific project, need for service, coordination of existing services, changes in demographics, etc. The Commission may, but is not obligated to, extend the awarded contract(s) for one (1) additional year as determined needed. The Commission reserves the right, after contract award, to amend the resulting contract as needed through the term of the contract to best meet the needs of all parties.

C. Minimum Proposer Requirements

Proposers must:

1. Have agency representatives (such as management, program and fiscal staff) at the mandatory proposal conference as referenced in Section I in this Request for Proposal (RFP); and
2. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement; and
3. Have a minimum of 3 year-history of demonstrated capacity providing like-services as proposed.
4. Have the ability to maintain adequate files and records and meet statistical reporting requirements; and
5. Have the administrative and fiscal capacity to provide and manage the proposed services under a reimbursement contract and to ensure an adequate audit trail; and
6. Meet other presentation and participation requirements listed in this RFP.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for these services is contingent on the availability of California Children and Families Trust Fund monies. This RFP does not commit the Commission to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The Commission will award a contract(s) based on the proposal(s) that best meets the needs of the Commission through meeting the needs of children ages 0 -5 and their families, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain measurable outcomes.

B. Acceptance or Rejection of Proposals

The Commission reserves the right to accept or reject any or all proposals if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Proposers, in writing, if the Commission rejects all proposals. The Commission also reserves the right to terminate this procurement process at any time.

Proposals shall remain valid and subject to acceptance anytime between the proposal opening and the awarding of the contract(s), up to one hundred eight (180) days.

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the Commission is not obligated to accept the lowest cost proposal. The Commission will award a contract(s) based on the proposal(s) that best meets the needs of the Commission through meeting the needs of children ages 0 -5 and their families, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain measurable outcomes. At the Commission's discretion, other considerations also may factor into a decision as to which services and/or products provide the best value to the Commission. Such considerations may include:

- Fiscal Capacity
- Qualifications of key staff
- Relevant project/service experience
- Past performance
- Any other relevant factors listed in the RFP, as listed in Section XIII, Proposal Evaluation and Selection.

D. Modifications

The Commission has the right to issue addenda or amendments to this RFP if the Commission considers that additional clarifications are needed. Addenda or amendments to this RFP will be posted on the First 5 San Bernardino website at www.first5sanbernardino.org.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of First 5 San Bernardino.

F. Local Preference Policy

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

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

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of any procurement, contract, agreement, or purchase order to which the Vendor responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six (6) months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full-time management employees and twenty-five percent 25% of its full-time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means, for example, if two (2) Vendors respond to this RFP and if quality, service and ability to meet the Commission's needs are equal, Commission staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

G. Incurred Costs

The Commission is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

H. Public Inspection

Proposals submitted in response to this RFP become the property of First 5 San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

I. Clarifications

The Commission may require the Proposer(s) selected as a potential Contractor(s) to provide additional information or clarifications on any area contained in this RFP or which might be used to evaluate proposals. This may include cost, technical, or other clarifications needed to make a decision.

J. Negotiations

The Commission may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical information, or other clarifications needed to make a decision.

K. Formal Agreement

Proposer(s) will be required to enter into a formal agreement with the Commission. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting to this RFP, Proposer(s) will be deemed to have agreed to each clause unless the proposal identifies an objection and the Commission agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment F – Exceptions and Disclosures** to RFP.

L. Use of Proposal Received

All proposals received shall become the property of the Commission.

M. Independent Contractor Status

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

N. Pre-Award On-Site Visits

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

O. Level of Service

For any Contract awarded through this RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the Commission. However, Contractor is expected to meet contracted number of referrals and enrollments as agreed upon to meet satisfactory performance.

P. Termination of Contract

The Contract between the Commission and selected Proposer(s) will contain specific language which addresses the Commission's option for terminating the Contract with or without cause.

Q. Target Population

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

R. Final Authority

The final authority to award a Contract rests solely with the Commission.

IV. PROGRAM REQUIREMENTS

A. Definitions

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing

and is one of the most common long-term diseases of children although adults may also have this condition.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Case Management: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan not to exceed one (1) year in duration. Characterized by advocacy, communication, resource management, quality cost-effective interventions and outcomes, and linking the client with systems.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Dental Screening: A visual assessment of the child's oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A

full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

Life Skills Progression (LSP): An outcome measurement instrument designed for use by programs serving low income parents of children aged 0-3 years, but it can extend to age 60 months. There are 43 parent and child scales which describe a

spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.

Kindergarten Student Entrance Profile (KSEP): A screening tool to measure the developmental readiness of each student upon entering kindergarten for the first time. It serves as a baseline assessment and provides data on student's readiness as they enter kindergarten.

Nurturing Parenting: Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices. The long term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

Obesity: Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

Overweight: Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Resource Center: A facility to which children, prenatal through age five and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

B. Reference Documents

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

1. Americans with Disabilities Act) [<http://www.ada.gov/>]
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604 [www.dss.cahwnet.gov/ord/entres/getinfo/pdf/opsman4.pdf]
3. Clean Air Act (42 U.S.C. section 7606) [http://www.law.cornell.edu/uscode/html/uscode42/usc_sec_42_00007606----000-.html]
4. Clean Water Act (33 U.S.C. section 1368) [http://www.law.cornell.edu/uscode/html/uscode33/usc_sec_33_00001368----000-.html]
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [<http://uscode.house.gov/uscode/cgi/fastweb.exe?getdoc+uscview+t17t20+4960+19+++%28Section%2>]
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250 [<http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>]
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32) [<http://www.epa.gov/isdc/eo11738.htm>]
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://www.epa.gov/isdc/eo12549.htm>]
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. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.)
14. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
15. California Welfare and Institutions Code section 10000 et seq. [<http://www.leginfo.ca.gov/calaw.html>]

16. First 5 San Bernardino [<http://www.first5sanbernardino.org>]
17. Child Care Licensing [www.cclid.ca.gov/licensing]
18. Child Development Permit Matrix [www.ctc.ca.gov/credentials]
19. Parents As Teachers [www.parentsasteachers.org]

C. Program Description

1. Program Objectives

The objective of this RFP is to gain improved early education outcomes for children birth through age 5 by investing in targeted services to ensure the opportunity for high quality early education programs so that they are better prepared for success in school and in life. The First 5 San Bernardino Strategic Plan supports Education goals through two strategic and inter-related initiatives of which are included in this RFP:

- 1) Early Education Programs
- 2) Access to Quality Child Care

These strategies support the goal that “Children enter school ready to learn”.

2. Program Requirements

Recognizing that all young children and their families deserve the same opportunities to succeed, regardless of demographic, geographic or economic considerations, First 5 San Bernardino will also invest in programs that support improved early education outcomes through various approaches to provide an early education experience for children birth-5. From a targeted approach these programs support the goal that “Children enter school ready to learn.” In addition to the minimum requirements outlined in Section II., paragraph C. Minimum Proposer Requirements, program specific requirements for proposed services and strategies are attached to this RFP as Exhibit A – Education Services which include the expected goals, service delivery approach and outcomes and indicators.

3. Program Restrictions

- a. Board of Directors: 1) Organization’s governing board must meet not less than four times per year, and 2) No board member may be an employee of the organization, and 3) No paid staff member may serve as a voting member of the governing board.
- b. Programs cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.

V. CONTRACT REQUIREMENTS

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

A. CONTRACTOR SERVICE RESPONSIBILITIES

1. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2012-2013. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the

Contract, Attachment A will be amended for Fiscal Year 2013-2014 and Fiscal Year 2014-2015 to list the specific quantitative targets for the respective year.

2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.
3. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
4. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
6. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II.

B. CONTRACTOR'S GENERAL RESPONSIBILITIES

1. Participants

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

2. Contractor Capacity

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

3. Contract Assignability

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

4. Conflict of Interest

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

5. Former Commission Administrative Officials

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

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

6. Subcontracting

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

7. Recordkeeping

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

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

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

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

8. Change of Address

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

9. Staffing and Notification

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

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

10. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within 15 days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

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

11. Responsiveness

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

12. Grievance Policy

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

13. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of

Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

14. Confidentiality

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

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

15. Child Abuse Reporting

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

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

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would

have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

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

17. Conditions of Employment

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

18. Meeting Attendance

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

19. Indemnification and Insurance Requirements

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

- a) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- b) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional

insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

- c) Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e) Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- f) Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- h) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i) Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

- j) Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

- l) 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.
- 1) If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Commission's Director of Risk Management.
 - 2) 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.
 - 3) 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:

- i. Premises operations and mobile equipment.
- ii. Products and completed operations.
- iii. Broad form property damage (including completed operations).
- iv. Explosion, collapse and underground hazards.
- v. Personal injury
- vi. Contractual liability.
- vii. \$2,000,000 general aggregate limit.

- 4) 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.

- 5) 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.
- 6) Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

20. Licenses and Permits

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

21. Health and Safety

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

22. Contract Compliance/Equal Employment Opportunity

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

23. Americans with Disabilities Act

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

24. Attorney's Fees

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

25. 2-1-1 Registration

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

26. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans,

procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

27. Attribution

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

28. Incongruous Activities

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

29. Reports

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

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

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

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

- Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within 15 calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

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

30. Pro-Children Act of 1994

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

31. Environmental Regulations

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

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

32. Debarment, Suspension, and Other Responsibility Matters

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

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

33. Recycled Paper Products

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

C. COMMISSION RESPONSIBILITIES

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

D. FISCAL PROVISIONS

1. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract amount for Fiscal Year 2012-2013 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

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

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

2. EFT Payments

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

3. Allowable Costs

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

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

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

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

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advance by the Commission/Operations Manager.

4. Supplanting of Funds

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

5. Payment of Taxes

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

6. Budget Line Item Changes

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

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

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

7. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the

approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the Program Budget. Contractor shall provide written justification for any variance in Section A. Salaries and Benefits.

8. Procurement

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

9. Fixed Assets

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

Any item with a single unit cost of \$1000 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination.

10. Payor of Last Resort

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

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

11. Fiscal Record Keeping

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

E. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor and Audit

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

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

2. Availability of Records

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

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

4. Assistance by Contractor

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

5. Independent Audit Provisions

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

6. Recovery of Investigation and Audit Costs

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

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

F. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

1. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

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

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity/Civil Rights

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, and 12250, Title VII of the Civil Rights Act of 1964 (and 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, 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.

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

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

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

VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS

The Proposer shall provide information on former Commission administrative officials (as defined below) who are employed by or represent your business. The information provided includes a list of former Commission administrative officials who terminated 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 your business. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission Board or such officer's staff, and/or any previously employed staff member of the First 5 San Bernardino organization.

Failure to provide this information may result in a rejected proposal to this RFP.

VIII. IMPROPER CONSIDERATION

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

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to the proposal 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.

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

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission 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 Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative agency. 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 agency or any of its partners, principals, members, associates or key employees (as that term is defined herein), has been indicted on or had charges brought against it or them (if still pending)

or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has 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 agency, or any of its partners, principals, members, associates or key employees, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the agency or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the 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 Commission. "Key employees" do not include clerical personnel providing service at the agency's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

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

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the First 5 San Bernardino Commission determines is proper under federal, state, and local law.

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

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

XI. SUBCONTRACTOR STATUS

If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is proposing to a separate and independent agency or agencies, it **must** submit a written Memorandum of Understanding (MOU) with that agency or agencies with **original signatures** as part of the proposal. The MOU must clearly define the following:

1. The name of the subcontracting agency.
2. The amount (units, measurements, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the agency.
4. The agency's role and responsibilities.
5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.

Any subcontracting agency must be approved by the Commission and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of the subcontracting agency.

The Commission will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor **NOT** approved by the Commission.

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFP have been satisfied. **Proposers submitting multiple proposals must submit one (1) proposal package for each Program Focus Area as outlined under the Funding Requirements and Expectations in Exhibit A to this RFP.**
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received at the designated location, specified in Section I, Paragraph B – Correspondence, no later than the date and time specified in Section I, Paragraph E – Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the Commission.

B. Proposal Presentation

1. **One original, with original signatures**, which may be bound with a binder clip, and **six (6) additional copies** unbound of the written proposal are required. (For a total of seven (7) proposals.) The **original proposal** must be clearly marked "**Original Proposal**". If one copy of the proposal is not clearly marked "**Original Proposal**", the proposal may be rejected. However, the Commission may at its sole option select, immediately after proposal opening, one copy to be used as the **original proposal**. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the **original proposal** will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL –RFP 11-03 for Education Services"
3. All proposals must be submitted on 8 1/2" by 11" paper with single sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package. The content of the proposal must be submitted in the following sequence and format:

1. **Cover Page**

A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:

- a. A statement that the proposal is submitted in response to the RFP 11-03 Education Services. Include the specific Strategy and Program Focus for which the Proposer is responding.
- b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Proposer.
- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Proposer.

2. **Table of Contents**

Complete table of contents for the entire proposal with respective page numbers opposite each topic.

3. **Proposal Submission Checklist – Attachment C**

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

4. **Statements of Certification – Attachment D**

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

5. **Proposal Narrative**

Should address, but not be limited to, all items in Section IV, Paragraph C - Program Description and Exhibit A.

- a. Brief synopsis of the Proposer's understanding of the Commission's needs and how the Proposer's plans to meet these needs. This should provide a

- broad understanding of the Proposer's entire proposal.
- b. A narrative description of the proposed plan to achieve the program objectives and requirements addressing the following elements:
 - 1) Detailed Program services and strategies to be employed to ensure stability and continuity of care for the population served, and the Agency's ability to be flexible in meeting changing needs.
 - 2) Describe program activities.
 - 3) Outline the service approach in terms of deliverables, intensity, frequency, and array of service and expected length of service.
 - 4) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. Include the organizational chart indicating lines of authority for staff in the context of the proposed program.
 - 6) Discuss Agency's methods for achieving goals cost effectively.
 - 7) State the address of the facility and hours of operation and explain why it is appropriate for this Contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.). Include the area/region the Proposer plans to serve, and cities within that region.
 - 8) Describe Agency's capacity to provide the proposed services.
 - 9) Describe the Agency's experience and number of years providing proposed services.
 - 10) Explain the systems the Agency currently has in place to support your project (collaborative, partners, etc.)
 - 11) Describe how the Agency will respond to training requirements (as applicable).
 - 12) Describe how the Agency will meet any special program or funding considerations.
 - 13) Estimate the number of unique or unduplicated participants expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.)
 - 14) Estimate the anticipated cost per participant.
 6. **Statement of Readiness** – Describe your Agency's state of readiness to implement the proposed project, which shall include:
 - a. **A Program Work Plan (Attachment A)** – Provide Performance Target(s) statement(s), outcomes, objectives and deliverables, key achievements and verification methods as applicable, utilizing the Program Work Plan.
 - b. A timeline for project deliverables tied to the Program Work Plan.
 - c. A logic model of the proposed program.
 - d. Explanation of any assumptions and/or constraints.
 7. **Statement of Experience** – Include the following in this section of the proposal:
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.

- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. A statement that the Proposer has a demonstrated capacity to perform the required services.
- d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
- e. Describe the fiscal and administrative oversight of the agency's Board of Directors currently in effect, include the following information:
 - 1) Board Roster
 - 2) Calendar or Schedule of Board Meetings
 - 3) Describe the recruitment for new board membership, membership requirements and term limits
 - 4) Describe board activities and frequency of fundraising and review of agency policies and procedures
 - 5) Describe the board approved hiring policies
- f. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- g. Describe experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
- h. With respect to contracts currently in effect, completed within the last five years, or terminated prior to the original expiration date within the last five years, show for each such contract:
 - 1) Date of termination or completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.

For this item, the information **MUST** be in the form of a table or spreadsheet.

8. Reportable Conditions – Attachment E

- a. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
- b. Complete and include all items on this form, **Attachment E**.

9. Exceptions and Disclosures – Attachment F

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

10. **Subcontractor Information** – If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.
 - a. Complete and include all items on form, **Attachment G**
 - b. Attach a copy of the MOU (as outlined in Section XI. Subcontractor Status)
 - c. Any subcontracting agency must be approved by the Commission and shall be subject to the applicable provisions of any agreement “awarded” to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of the subcontractor(s).
11. **Proposer’s Financial Capacity**
 - a. Submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

OR
 - b. If you do not have audited financial statements, please submit unaudited financial statements for the three most current years (including balance sheets, income sheets, and statement of cash flow).

AND
 - c. Submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the submission of this proposal.
 - d. Complete and include all items on this form, **Attachment H**
12. Insurance
Provide proof of insurance or a statement that the Proposer will obtain insurance in the amounts and coverages stated in Section V, Paragraph B, Item 19 - Indemnification and Insurance Requirements prior to the delivery of service.
13. Program Budget and Budget Narrative - **Attachment B**
Any Contract(s) awarded will operate on a cost reimbursement Contract. Complete and submit Attachment B for cost analysis purposes. Proposals must include a Program Budget and Budget Narrative - **Attachment B for each fiscal year of the 3-year contract period.**
14. **Local Preference Policy Form – Attachment I**
Complete and include all items on this form, **Attachment I**
15. **Agency Information: Program Outline Document – Attachment J**
Complete and include all items on this form, **Attachment J**
16. ONLY IF APPLICABLE: Any Proposer applying as a 501c3 must provide proof of status.

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Proposer in the

delivery of comparable or related services based on fiscal capacity, demonstrated performance and readiness to provide services.

B. Evaluation Criteria

All Proposals will be subject to a standard review process developed by the Commission to yield the Proposer the proper due diligence in the evaluation phase of the RFP process.

1. Administrative Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete as set forth in Section X – Proposal Submission, sub-section – C Proposal Format including submission of all required documents, and be compliant with all the requirements of this RFP.
 - b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

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

2. Fiscal Capacity Review – All proposals advanced past the Administrative review will be evaluated to determine if the Proposer demonstrates fiscal capacity on a pass/fail scale based on:
 - a. Debt to income ratio
 - b. Sufficient cash flow to operate proposed program on a reimbursement contract
 - c. Financial Statement Integrity
3. Program Evaluation – All proposals advanced past the Fiscal Capacity Review will be evaluated with a total of 100 points possible on the basis of the following criteria, (not necessarily in order of priority):
 - a. Cost.
 - b. Demonstrated ability to serve target population.
 - c. Proposed program services and strategies.
 - d. Readiness to provide services.
 - e. Experience
 - f. Staffing levels and qualifications.
 - g. Appropriateness of facility (Geographic Service Area, near mass transit, facility layout, etc.).

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the requirements of this RFP and the needs of the Commission which is defined as meeting the needs

of children ages 0-5 and their families, aligned with the First 5 San Bernardino Strategic Plan and obtaining measureable outcomes.

C. Contract Award

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

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

D. Appeals

In response to a denied award, Proposers may protest, provided the appeal is in writing, is delivered to the address listed, and submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFP and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted a proposal in compliance with the Investing in Children RFP 11-03 for Education Services and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

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

The appeal must include the following: 1) reference to the Investing in Children RFP 11-03 for Education Services Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

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