



**Request for Applications  
for the  
Mercedes Logans  
Community Innovation Initiative  
RFA 22-01  
APPLICATION SUBMISSION  
GUIDEBOOK**

**First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408  
(909) 386-7706**

<https://first5sanbernardino.org>

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## I. INTRODUCTION

### A. Purpose

First 5 San Bernardino, hereafter referred to as the “Commission”, is issuing the Mercedes Logans Community Innovation Initiative Request for Applications (RFA) for organization(s) hereinafter referred to as “Applicant(s)” to meet community-level challenges through community-applied solutions providing clear beneficial community outcomes. Applicant(s) will use the community initiative to establish fair, equitable and timely solutions per the First 5 SB Commission’s Equity Policy.

While every family with a young child may benefit from community and social support to help adjust to developmental stages and promote their child’s healthy development, for those with fewest assets, community innovation is critical to help families access supports and resources to help their child thrive. The Commission is committed to creating a sustainable, unified system that supports families with the services and supports they need and maximize available funding to serve more families

The project period of performance anticipated is January 12, 2023 - through June 30, 2025. The funds available is \$1.5 million for the entire initiative. The selected Applicant(s) will enter into a contract approved by the Commission for a 30-month contract term. The Application is available on First 5 San Bernardino’s website: <https://first5sanbernardino.org/>

### Proposition 10 and First 5 San Bernardino

The Commission was created by the passage of Proposition 10, the California Children and Families Act. In November 1998, voters passed this statewide ballot initiative to add a 50-cent tobacco tax on cigarette packs and tobacco products. The revenues collected must be directed toward promoting, supporting, and improving the early development of children prenatal through five years of age and to supporting the creation of integrated, comprehensive, and collaborative systems of services to enhance optimal early childhood development.

To facilitate the direction of Proposition 10 funds at the local level, county commissions were established in each of the 58 counties in California. Each Commission is comprised of members appointed by the local county board of supervisors and each commission has independent authority over the administration of Proposition 10 funds in its county.

The Commission adopted its initial Strategic Plan in April 2000. The current Strategic Plan remains in effect through June 2023. This Strategic Plan outlines broad goals and specific outcomes to support each goal. All funded projects of the Commission are designed to support the Commission in achieving these goals. A copy of the Strategic Plan can be downloaded from our website <https://first5sanbernardino.org/>

First 5 San Bernardino's Mission, North Star, and Values support efficient systems. These include First 5 San Bernardino's commitment to ensuring that families, providers, and stakeholders collaborate effectively to improve the well-being of the child; that community organizations and groups are equipped to effectively serve children and families (community capacity building); and that the workforce is developed to effectively serve children families.

From First 5 San Bernardino Strategic Plan 2020-2023:

**First 5 San Bernardino Mission**

Promote, support and enhance the health and early development of children prenatal through age five and their families and communities

**First 5 San Bernardino North Star**

First 5 San Bernardino's North Star is a system that enables communities, organizations and families to ensure that all children in San Bernardino County are healthy, safe, nurtured, and eager to learn and ready to succeed. First 5 San Bernardino envisions a system where stakeholders and services are integrated, coordinated and sustainable, and one that families experience as accessible, inclusive and equitable.

**First 5 San Bernardino Values**

- Evidence-based strategies with measurable impact
- Collective impact efforts, including coordination/collaboration, alignment and leveraging among agencies and across systems
- Sustainability and capacity building to ensure long-term impact and lasting change
- Community engagement

**B. Minimum Requirements**

Applicants must:

1. Have agency representatives (such as management, program, and fiscal staff) at the mandatory application workshop as referenced below in this Request for Application (RFA); 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 the ability to maintain adequate files and records and meet statistical reporting requirements; and
4. Have the administrative and fiscal capability to provide and manage the proposed services under a fee for service/reimbursement contract and to ensure an adequate audit trail; and
5. Meet other presentation and participation requirements listed in this RFA.

C. Mandatory Application Submission Workshop

1. A mandatory application submission workshop will be held via Zoom \*Tuesday, September 27, 2022 at 4:00 P.M. PST.

**YOU MUST REGISTER TO RECEIVE THE ZOOM LINK**

2. Attendance at the conference is **mandatory**. No application will be accepted if applicant fails to attend the entire application workshop.

D. Questions

Questions posed outside of the Application Submission Workshop regarding the contents of this RFA must be submitted in writing on or before **\*September 30, 2022, 4:00 pm PST and directed to the individual listed in Section I, Paragraph E**. All questions will be answered, and both the question and answer will be posted on the Commission's Website as an addendum to this RFA.

E. Correspondence

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

First 5 San Bernardino  
ATTN: Mercedes Logans Community Innovation Initiative RFA 22-01  
Ronnie Robinson, Section Manager  
[First5SanBernardino@cfc.sbcounty.gov](mailto:First5SanBernardino@cfc.sbcounty.gov)

F. Admonition to Applicants

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

G. Application Submission Deadline

**All applications must be received electronically at the address listed in Paragraph E of this Section no later than \*4:00 P.M. (PST) on FRIDAY, NOVEMBER 4, 2022.** Early submissions are encouraged. Late applications will not be considered.

**II. PROJECT TIMELINE**

1. RFA Release *Thursday, September 15, 2022*
  2. Mandatory Application Submission Workshop *Tuesday, September 27, 2022*  
**YOU MUST REGISTER**  
*4:00 P.M., PST*  
No later than  
Tuesday, September 27, 2022 12:00 P.M.,  
PST  
To receive a zoom link to the mandatory  
workshop
  3. Deadline to submit application questions *Friday, September 30, 2022*  
a. [First5SanBernardino@cfc.sbcounty.gov](mailto:First5SanBernardino@cfc.sbcounty.gov) *No later than 4:00 P.M., PST*
  4. Deadline for Mercedes Logans Community  
Innovation Application submission ***Friday, November 4, 2022***  
***No later than 4:00 P.M. PST***  
***\*Early submission is***  
***encouraged***
  5. Tentative date for Unsuccessful Application  
Letters-Administrative Phase (No Appeal) *Wednesday, November 9, 2022*
  6. Tentative date for Award/Unsuccessful  
Application Letters-Final Phase *Friday, November 18, 2022*
  7. Tentative Deadline for Appeals *Wednesday, November 30, 2022*
  8. Tentative date for Commission approval and  
awarding of the contract *Wednesday, January 11, 2023*  
*The successful contractor must be present*  
*at the Commission Meeting for Contract*  
*Approval*
  9. Tentative Start Date for Contract *Thursday, January 12, 2023*
- The above dates are subject to change as deemed necessary by the Commission.**

### III. PROCUREMENT CONDITIONS

#### A. Contingencies

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

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

#### B. Modifications

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

#### C. Application Submission

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

#### D. Inaccuracies or Misrepresentations

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

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

#### E. Incurred Costs

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

#### F. Application Packet Confidentiality

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

#### NOTICE

The data on pages\_\_\_\_\_ of this submission, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of



our submission but understand that disclosure will be limited to the extent that the Commission determines is proper under federal, state, and local law.

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

The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Applicant 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.

G. Pre-Award On-Site Visits

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

H. Clarifications

The Commission may require the Applicant(s) selected as a potential Contractor(s) to provide additional information or clarifications on any area contained in this RFA or information that might aid in evaluating applications. This may include cost, technical, or other clarifications needed to make a decision.

I. Negotiations

The Commission may require the potential Applicant(s) selected to participate in negotiations, and to submit revisions to budget, technical information, and/or other items from their submission(s) as may result from these negotiations.

J. Independent Proposer

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.

K. Level of Service

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

L. Target Population

It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds are allocated to services for the purpose of promoting, supporting and improving the early development of children prenatal through age five. As such, services 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.

M. Termination of Awarded Contract

The Contract between the Commission and selected Proposer(s) will contain specific language which addresses the option of the selected Proposer(s) or the Commission to terminate the

Contract without cause, termination for the convenience of the Commission, and termination for cause.

N. Local Preference Policy

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

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

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

The Commission’s Local Preference Policy means, for example, if two (2) or more Vendors submit applications with services that are equal in quality, service, and ability to meet the Commission’s needs, Commission staff must identify if any of the Vendors are local vendors. If any of the Vendors are local vendors, and their quoted price is within five percent (5%) of the cost of services, equipment, goods, and/or supplies proposed by other Vendors, unless it is determined that an exemption applies, staff may recommend the local vendor for Contract award.

**IV. PROJECT REQUIREMENTS**

A. Overview

Mercedes Logans Community Innovation Initiative (MLCII) is a progressive and simple approach to collaborating with community organizations to address critical issues and needs facing children prenatal through age five and their families living in San Bernardino County. Community Initiatives features a simplified process to consider locally developed efforts, incorporating the region’s diverse attributes and strengths.

MLCII will permit providers, organizations, and agencies to address community challenges through solutions while providing a benefit to the community. In addition, Community Initiatives provide an opportunity for fair and equitable requirements per the Commission’s Equity Policy CFC 19-01.

B. Project Criteria

MLCII in San Bernardino County should be but are not limited to the following:

- A new component, expansion, or enhancement of an existing program or project (cannot be a duplication).
- A collaborative with organizations addressing critical issues and needs facing children prenatal through age five and their families.
- Locally developed initiative focused on the diverse attributes and strengths that provide clear beneficial equitable community support.
- Solutions to unanticipated challenges to a new or existing program or project.
- A demonstration of unique needs of the community to be served.
- 

**Projects that will not be considered**

MLCII will **not** consider the following:

- Projects or proposals with only incidental or (one-time) benefit to children prenatal through age five. (Such as events, field trips, etc.)
- Duplication of a project or services already offered.
- Capital improvement projects.
- Expansion of a project, program, or initiative currently funded by First 5.
- Projects or proposals servicing areas outside of San Bernardino County.

C. Project Considerations

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

## **V. CONTRACT REQUIREMENTS**

### **A. CONTRACTOR SERVICE RESPONSIBILITIES**

1. Contractor shall provide all program services identified in this Contract, including Program Work Plan and Program Budget.
2. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
3. Contractor shall deliver performance outcomes 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.
4. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation, systems development, and implementation process.
5. Contractor's Program Work Plan 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 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.
6. It is the responsibility of the Contractor to ensure that the information entered into the data systems, 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 the Contract.

### **B. CONTRACTOR 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 (5) 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. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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 (5) days of the address change. Change of address shall not interrupt service deliverables outlined in the Program Work Plan.

9. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days 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 (1) 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 fifteen (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 (2) weeks or more or if there is any change in the primary or alternate contact.

11. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) 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's governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the 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 affect 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 ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified in the Commission Policies located on the website <https://first5sanbernardino.org> prior to providing any Services. Contractor shall immediately notify

the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements, located on the website <https://first5sanbernardino.org>, are hereby incorporated by this reference.

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

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

If Contractor has no employees, it may certify or warrant to the 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.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - 1) Premises operations, fixed assets and mobile equipment.
  - 2) Products and completed operations.
  - 3) Broad form property damage (including completed operations).
  - 4) Explosion, collapse and underground hazards.
  - 5) Personal injury
  - 6) Contractual liability.
  - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. 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.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Commission entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## 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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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 to safety and health ordinances and statutes, 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. Attorney's Fees and Costs

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.

24. 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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

25. Attribution

Contractor shall properly acknowledge the Commission in concert with the organization's Communications Officer and per the requirements stated in the First 5 San Bernardino Media Guidelines located in the press room tab on the website <https://first5sanbernardino.org>

26. 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.

27. 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: <https://first5sanbernardino.org>. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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 outcomes compared to projected achievements as detailed in Program Work Plan 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. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the 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 fifteen (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.

- Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

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.

28. 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.](#)).

29. 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 neither it, its principals, nor 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 (3)-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 (3)-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.

31. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County 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 outcomes 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 the Fiscal Provisions of the Contract.
3. Commission shall specify all reports and deliverables required from the Contractor.
4. Commission shall provide technical assistance as deemed necessary.
5. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within 15 days of the Contract approval 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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract 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 thirty (30) days in advance of travel date and travel must be approved in advance by the Commission.

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

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 from finds another revenue source 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 outcomes 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 (2) Budget Revision Requests per fiscal year.

The Contractor must submit any Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

7. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

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 \$5,000 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 \$500 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. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Indemnification and Insurance Requirements of the Contract.

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

3. Assistance by Contractor

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

4. 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 Correction of Performance Deficiencies and Termination below.

## **F. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

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:

1. 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
2. Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
3. 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
4. Withhold funds pending duration of the breach; and/or
5. 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
6. 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.
7. The Executive Director of the Commission shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
8. 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. NON DISCRIMINATION**

### **A. General**

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

**B. Americans with Disabilities Act/Individuals with Disabilities**

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

**C. Employment and Civil Rights**

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor 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 Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and 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.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

**D. Sexual Harassment**

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

**VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS**

The Applicant 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 application to this RFA.**

## VIII. IMPROPER CONSIDERATION

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

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 this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission. 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. FINAL CONTRACT

Proposer will be required to enter into a formal Contract with the Commission. This RFA sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFA, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and Commission agrees to a change of language in writing.

## XI. SUBCONTRACTOR STATUS

The Primary Agency (defined as the agency submitting the application) will be fully responsible for any performance of the subcontracting agency. If the Primary Agency 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 application. 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 ensure that all subcontracting agencies meet the monitoring and program 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 RFA process.

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

## XII. APPLICATION SUBMISSION

### A. General

1. All interested and qualified Applicants are invited to submit an application for consideration. Submission of an application indicates that the Applicant has read and understands this entire RFA, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFA have been satisfied.
2. Applications must be submitted in the format described in this Section. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.
3. Applications must be complete in all respects as required in this Section. An application may not be considered if it is conditional or incomplete.

4. **Applications must be emailed as specified in Section I, Paragraph E – Correspondence, no later than the date and time specified in Section I, Paragraph G – Application Submission Deadline.**
5. All application and materials submitted become the property of the Commission.

## **B. Application Presentation**

1. **One original uploaded and emailed, with original signatures**, If discrepancies are found the application may be rejected.
2. The application submission must be attached to the email and marked with the Applicant's name and labeled in the subject line "CONFIDENTIAL – RFA 22-01 MERCEIDES LOGANS COMMUNITY INNOVATION INITIATIVE"
3. All applications must be submitted on 8 1/2" by 11" document, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Applications must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

## **C. Application Format**

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

### **1. Cover Letter**

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

- a. A statement that the application is submitted in response to the RFA 22-01 MERCEIDES LOGANS COMMUNITY INNOVATION INITIATIVE.
- b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Applicant.
- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Applicant.

### **2. Table of Contents**

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

### **3. Attachment A – Application Submission Checklist**

Complete and include all items on this form

### **4. Attachment B – Statements of Certification**

Complete and include all items on this form.

### **5. Attachment C – Application Narrative Application Template**

- a. Attachment A- Application Narrative Template must be completed within the template provided. Narrative responses should relate to the criteria provided and should address, but not be limited to, any items in Section IV, Paragraph B – Project Criteria. To support

narrative within this form, attach the following:

- b. Include and attach an Organizational Chart.
- c. Include and attach a Board Roster and Meeting Calendar or Schedule of Meetings.

**6. Submission D – Project Budget and Budget Narrative**

Any Contract(s) awarded will operate on a cost reimbursement Contract. Complete and submit a program budget and budget narrative for cost analysis purposes. Applications must include a Program Budget and Budget Narrative **for the first six months of the contract term and each fiscal year of the two-year contract period.**

**7. Attachment E – Reportable Conditions**

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

**8. Attachment F – Exceptions and Disclosures**

Complete and include all items on this form.

**9. Attachment G – Local Preference Policy**

Complete and include all items on this form.

**10. Attachment H – Applicant’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 application.
- d. Complete and include all items on this form.

**12. Subcontractor Information – Attachment I**

If an Applicant plans to subcontract any portion of the service delivery described in the RFA, include a written justification for subcontracting.

- a. Complete and include all items on form.
- b. Attach a copy of the MOU (as outlined in Section XI. Subcontractor Status)

Please note, 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 RFA process. The Primary Agency will be fully responsible for any performance of the subcontractor(s).

**13. Attachment J – Contract History**

Complete and include all items on this form. 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, if no contract history exists, so state and explain why.

**14. Insurance**

Provide proof of insurance or a statement that the Applicant 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.

**15. ONLY IF APPLICABLE:** Any Applicant applying as a 501c3 must provide proof of status.

**XIII. APPLICATION EVALUATION AND SELECTION**

A. Evaluation Process

All applications will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Applicant in the delivery of comparable or related services based on fiscal capacity, demonstrated performance and readiness to provide services.

B. Evaluation Criteria

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

1. Administrative Review - All applications will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The application must be complete as set forth in Section XII – Application Submission, paragraph C. Application Format including submission of all required documents and be compliant with all the requirements of this RFA.
  - b. Applicants must meet the requirements as stated in the Minimum Applicant Requirements as outlined in Section I, Paragraph B.

**Failure to meet these requirements will result in a rejected application. Incomplete applications (those missing information/required documents) will be disqualified.** No application 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 application. **Applicants unsuccessful in the Administrative Review phase will not have the option to submit an appeal.**

2. Fiscal Capacity Review – All applications advanced past the administrative review will be evaluated to determine if the Applicants 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



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3. Program Evaluation – All applications advanced past the Fiscal Capacity Review will be evaluated with a total of 100 points possible based on 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 and hours of operation (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 application will best meet the requirements of this RFA. It will also be based on the needs of the Commission, which is defined as meeting the needs of children age 0-5 and their families. This selection process aligns 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 applications received.

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

D. Appeals

In response to a denied award, Applicants may protest, provided the appeal be in writing, is delivered to the address listed, and submitted within ten (10) calendar days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFA and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted an application in compliance with the RFA 22-01 MERCEIDES LOGANS COMMUNITY INNOVATION INITIATIVE and addenda or amendments may present a protest to the Commission. An appeal submitted by any other party or individual will not be considered and shall be automatically rejected, this includes potential subcontractors, employees and/or unrelated entities.

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

The appeal must include the following: 1) reference to the RFA 22-01 MERCEIDES LOGANS COMMUNITY INNOVATION INITIATIVE 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 rest solely with the Children and Families Commission for San Bernardino County.

F. Reference Documents

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

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)  
[\[http://www.ada.gov/pubs/ada.htm\]](http://www.ada.gov/pubs/ada.htm)
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604 [\[http://www.cdss.ca.gov/cdssweb/PG71.htm\]](http://www.cdss.ca.gov/cdssweb/PG71.htm)
3. Clean Air Act (42 U.S.C. section 7606)  
[\[http://www4.law.cornell.edu/uscode/html/uscode42\]](http://www4.law.cornell.edu/uscode/html/uscode42)
4. Clean Water Act (33 U.S.C. section 1368)  
[\[http://www4.law.cornell.edu/uscode/html/uscode33\]](http://www4.law.cornell.edu/uscode/html/uscode33)
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [\[http://www4.law.cornell.edu/uscode/html/uscode20\]](http://www4.law.cornell.edu/uscode/html/uscode20)
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250  
<http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32) [\[http://www4.law.cornell.edu/cfr\]](http://www4.law.cornell.edu/cfr)
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76)  
[\[http://www4.law.cornell.edu/cfr\]](http://www4.law.cornell.edu/cfr)
9. California Government Code section 6250 et seq.  
[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=6250.&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=6250.&lawCode=GOV)
10. California Government Code section 87100 et seq.  
[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=87100.&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=87100.&lawCode=GOV)
11. Office of Management and Budget (OMB) Circulars  
[\[http://www.whitehouse.gov/omb/circulars/\]](http://www.whitehouse.gov/omb/circulars/)
12. California Penal Code section 11105.3  
[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PEN&sectionNum=11105.3](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11105.3)
13. San Bernardino County Policy (11-10) - Recycled products
14. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) <http://www.oal.ca.gov>
15. Title VII of the Civil Rights Act of 1964  
[https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964#:~:text=Title%20VII%20prohibits%20employment%20discrimination,Pay%20Act%20of%202009%20\(Pub.](https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964#:~:text=Title%20VII%20prohibits%20employment%20discrimination,Pay%20Act%20of%202009%20(Pub.)
16. California Welfare and Institutions Code section 10000 et seq  
<https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-10000/>