



**Request for Proposal
For
Emerging Needs**

RFP 09-01

**First 5 San Bernardino
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San Bernardino, CA 92415
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TABLE OF CONTENTS

I. INTRODUCTION	2
II. PROCUREMENT TIMELINE	3
III. PROCUREMENT CONDITIONS	3
IV. PROGRAM SCOPE OF WORK	5
V. CONTRACT REQUIREMENTS	12
VI. IMPROPER CONSIDERATION	28
VII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS	28
VIII. CALIFORNIA PUBLIC RECORDS ACT	29
IX. PROPOSAL SUBMISSION	30
X. PROPOSAL REVIEW AND DECISION MAKING PROCESS	34

PROPOSAL ATTACHMENTS

PROPOSAL COVER SHEET

BUDGET

BUDGET NARRATIVE

PROPOSAL LETTER OF AUTHORIZAITON

TIER 1 – SCOPE OF WORK

TIER 2 – PROGRAM WORK PLAN

I. INTRODUCTION

A. Purpose

In response to the current economic conditions that exist in our State and County, First 5 San Bernardino, hereafter referred to as the Commission, is seeking Proposals from interested and qualified government agencies and non-profit organizations to provide services for Emerging Needs. Proposed projects to be provided under this Request for Proposals (RFP) are outlined under Section IV., Program Scope of Work.

Contracts through this RFP will be awarded on a one-time basis and are contingent upon the proposed project. Total allocation for the 2009/2010 Emerging Needs RFP is \$ 1.1 Million and the number of awards will be determined by the number and quality of Proposals received. Although Proposals will be accepted from current partner agencies, preference may be given to those who do not currently receive funds from First 5 San Bernardino.

The contract period will be based on the tier category applied for as outlined on page 7 of this RFP and the proposed project. It is intended that projects resulting in a contract through this RFP will serve children prenatal through five years of age and their families in communities throughout San Bernardino County.

B. Minimum Proposal Requirements

Proposers must:

1. Be a government agency or non-profit organization. Proposers currently in the Proposal process for 501c3 status are ineligible.
2. Have the administrative and fiscal capability to provide and manage the proposed project and to ensure an adequate audit trail.
3. Operate services (if awarded) on a fee for service/reimbursement contract and have the ability to maintain adequate files and records.
4. Meet statistical reporting requirements.
5. Have a minimum of 2 years demonstrated performance relating to the proposed project and have existing operations located in San Bernardino County.
6. Meet other presentation and participation requirements listed in this RFP.

C. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **12 noon (local time) on September 25, 2009** and directed to the individual listed in Section I, Paragraph D. Questions will be compiled and both the questions and answers will be posted on the Commission's website.

D. Correspondence

All correspondence, including Proposals and questions, are to be submitted to:

First 5 San Bernardino ATTN: Emerging Needs RFP 09-01 330 N. D Street, 5th Floor San Bernardino, CA 92410	Contact Person: Mary Jaquish, Staff Analyst II Phone: (909) 387-1512 E-mail: mjaquish@cfc.sbcounty.gov
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During the Proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. 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 Proposer. It is the responsibility of the Proposer to ensure the Proposal arrives in a timely manner.

E. Proposal Submission Deadline

All Proposals must be received at the address listed in Paragraph D. (above) no later than October 9, 2009 @ 5:00 P.M. Faxes or electronically transmitted Proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late Proposals will not be considered.

II. PROCUREMENT TIMELINE

RFP Release Date	September 3, 2009
Deadline for submission of questions	September 25, 2009 <i>**Questions will not be accepted after the deadline.</i>
Deadline for submission of Proposals	October 9, 2009
Tentative date for mailing award/denial letters	October 30, 2009
Tentative deadline for protests/appeals	November 13, 2009
Tentative date for awarding of Contract(s)	December 2, 2009
Tentative start date for Contract(s)	January 1, 2010

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

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on the availability of California Children and Families Trust Fund monies. 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 proposed project(s) that best meets the needs of the Commission.

The Commission reserves the right to accept or reject any or all Proposals if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Proposers, in writing, if the Commission rejects all Proposals. Proposals shall remain open, valid and subject to acceptance anytime within six (6) months after the Proposal opening.

B. Modifications

The Commission has the right to issue addenda or amendments to this RFP. The Commission also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all Proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that their Proposal arrives on or before the specified deadline. All Proposals and materials submitted become property of the Commission.

D. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Proposers. At that time Proposals submitted in response to this RFP are subject to the provisions of the California Public Records Act. This Act is designated to give reasonable public access to information in the possession of public agencies.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the Commission determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, the Proposer may be removed from the RFP process, or in the event a Contract has been awarded, the Contract may be immediately terminated.

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

F. Incurred Costs

This RFP does not commit the Commission to pay any costs incurred in the preparation of an Proposal in response to this request and the Proposer agrees that all costs incurred in developing this Proposal are the Proposer's responsibility.

G. Negotiations

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

H. Independent Contractor

Any Proposer that is awarded a Contract will be considered an independent Contractor, 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.

I. Level of Service

For any Contract awarded as a result of this RFP, no minimum or maximum number of client referrals can be guaranteed by the Commission.

J. Termination of Awarded Contract

The Contract between the Commission and selected Proposers will contain specific language which addresses the option of both the Proposer or Commission to terminate the Contract without cause, termination for the convenience of the Commission, and termination for cause.

K. Pre-Award On-Site Visits

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

L. Admonition to Proposers

Once this RFP has been issued, Proposers are specifically directed not to contact the Commission personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph D.

IV. PROGRAM SCOPE OF WORK

A. Glossary

Administrative Costs: Contractor incurred costs that are reasonably in support of the general management and administration of the contract not directly associated or assignable to a program or service provider and/or in the execution of direct service provisions.

Basic Needs: Resources necessary for long-term physical well-being, such as food, shelter and clothing. While there are a wide range of other services and supports that may be essential for an individual to reach full self-sufficiency, this effort is focused on assistance to meet immediate crisis situations.

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

Continuity/Enhancement of Health Care: Expand/Increase capacity to serve those children who have no health care coverage and or services.

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

Family Reunification: The planned process of reconnecting children, in this case limited to children age 5 and younger, in out-of-home care with their families by means of a variety of services and supports to the children, their families, and their foster parents or other caregivers; aims to help each child and family to achieve and maintain, at any given time, their optimal level of reconnection – from full reentry into the family to other forms of contact, such as visiting, that affirms a child's membership in the family.

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

Homeless Population: Person(s), in this case children 0-5 and their families, who lack a fixed, regular, and adequate nighttime residence; including those whose primary nighttime residence is: a) supervised publicly or privately operated shelter

designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); b) an institution that provides a temporary residence for individuals intended to be institutionalized; or c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

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

Outcome: The result, which the Commission seeks and to which all performance targets must contribute. Examples include: a community in which no baby has a low birth weight for any preventable reason, etc. Outcomes are specific states or conditions that can be understood to be caused or at least influenced by the achievement of performance targets.

Parenting Education: Education for parenting/pregnant participants that is of high quality is evidence-based and accessible. Parenting Education includes topics such as child development, parenting skills, and bonding/attachment.

Participant: A person who directly interacts with a Contractor's product and service delivery staff. This interaction is intended to result in a change in participant behavior or condition in line with outcomes and mission. First 5 San Bernardino's primary participant, in accordance with the target population, is children, prenatal through age five.

Participant Support/Incentives: Budget line item category for items purchased to remove barriers or to provide motivation to participants to follow through with the program.

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

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

Planning Expenses: Costs incurred associated with the preparation of project implementation (e.g. brainstorming sessions or conceptualizing project deliverables.).

Product: A program or service with specific core features that is offered to a participant. In target planning, a product is described in terms of benefit or value to a participant.

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

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

Program Target Plan: A plan that includes the Performance Targets and Milestones

of a program and serves as a way to manage the program to results.

Research Expenses: Expenditures associated with activities to carry out a project focused on research or study.

Special Needs: A term used to describe individuals, in this case children 0-5, as identified as having a disability, health, or mental health condition requiring early intervention, special education services, or other specialized services and supports; or without identified conditions, but requiring specialized services, supports, or monitoring.

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

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

Verification: Establishes that something represented to happen does in fact take place. It is kept as simple as possible and focuses on milestone and performance target accomplishments. The verification tools must be pre-approved by the Commission.

B. Background

The work of First 5 San Bernardino began with the passage of The California Children and Families Act of 1998, known as Proposition 10. The Act established a focus on the critically influential period from prenatal through age five of a child's life. On December 15, 1998, the San Bernardino County Board of Supervisors created the Children and Families Commission for San Bernardino County (First 5 San Bernardino) and charged it with the responsibility of developing and implementing a program in our county.

Through Prop 10, revenue is generated from a fifty-cent per pack tax on the sale of cigarettes and other tobacco products. This money has been allocated to each of California's 58 counties based on the number of live births annually. First 5 San Bernardino is commissioned with the responsibility of funding programs to address the local needs of communities throughout San Bernardino County, especially related to the current economic conditions that exist in our State and County.

The intent of this RFP is to support community-driven projects that address emerging needs and the continuing need for quality services offered to children prenatal through five years of age and their families throughout San Bernardino County. First 5 San Bernardino investments are aimed at maximizing a community's own resources, and involving members of the community with untapped potential to be responsive to the gaps in services and to build the capacity of existing services to address those critical needs especially in tough economic times.

The most critical needs identified and validated by numerous sources* in our community – including the San Bernardino County's 2-1-1 are:

- Basic needs – food, housing/shelter (homelessness, utilities assistance, etc.) transportation, breastfeeding supplies and infant/toddler provisions.
- “Life” achievement – health care access, coordinated prevention efforts, early childhood interventions, family support, parent education, special education, etc.

*Input from Commissioners, Advisory Board members, Community Leaders, industry related briefs and reports, current news, etc.

Advancing the common good is not only about helping one person at a time, but also about changing systems to help all of us. We are all connected and interdependent. Society triumphs when a child succeeds in school, when families are financially stable, and when people are healthy. To that end, the Commission intends to invest in various community-driven projects to address the following emerging needs:

Funding Tier 1	Funding Tier 2			
Up to \$25k	\$25k to \$100k			
Basic Needs	Continuity/Enhancement of Health Care	Special Needs	Homelessness/ Displaced Families or Families in Transition	Family Strengthening
Such as: - Food - Shelter - Transportation assistance - Breastfeeding supplies - Infant/Toddler provisions	Such as: - Expand/ Increase capacity to serve those children who have no health care coverage and services.	Such as: - Support to expand/ enhance programs that provide services to 0-5 children with special needs	Such as: - Long term transitional housing/living assistance and case management	Such as: - Programs for parents in custody/on formal probation (adult or juvenile) with children 0-5 - Fatherhood focused - Teen parent focused - Family reunification efforts
Proposers interested in applying for Tier 1 must be aware of the requirements and restrictions outlined throughout the RFP.	Proposers interested in applying for Tier 2 must be aware of the requirements and restrictions outlined throughout the RFP.			

C. Program Criteria

1. Persons to be Served

It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds be 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.

2. Services

Proposers responding to this RFP may propose to provide any service to address a new or emerging need within the identified priority areas (outlined on page 8) affecting and directly benefiting children ages prenatal through age 5 and their families and/or build the capacity of existing programs benefiting children ages prenatal through age five throughout San Bernardino County.

3. Alignment to Strategic Plan

Each Proposal submitted in response to this RFP must address the First 5 San Bernardino Strategic Plan. First 5 San Bernardino adopted its initial Strategic Plan in April 2000. The plan specified many of the challenges faced by our children, prenatal through age five, and their families. Thus, each Proposal must address the First 5 San Bernardino County Strategic Plan, "Investing in our Children Prenatal through Age Five." The Plan outlines the Commission's policies, programs and allocation of resources that align with the vision and link to one or more of the following desired results:

- Communities are engaged and empowered to meet the needs of their children and families
- Children are ready to enter and succeed in school
- Families are safe and healthy
- Children are safe and healthy
- Systems are responsive to the needs of children, families, and community

The Strategic Plan has been revised and continues to serve as a guide to the Commission's efforts. It is highly recommended that all Proposers read the Strategic Plan prior to submitting their Proposals. The Strategic Plan can be found by visiting the First 5 San Bernardino website, www.first5sanbernardino.org, or contacting the office at 909.386.7706.

4. Restrictions

In addition to the above criteria, the following restrictions apply:

- a. Proposers awarded a Contract through this RFP can only receive funding once in a fiscal year.
- b. Once a project has been funded through an Emerging Needs RFP, the Commission reserves the right to determine eligibility for future Emerging Needs Investments for the same or similar projects.
- c. Current Partner Agencies may apply, but priority will be given to agencies with whom First 5 San Bernardino has not yet contracted.
- d. Activities/projects proposed for Tier 1, Basic Needs must be completed by June 30, 2010. Activities/projects proposed for Tier 2, Priority Areas must be completed by June 30, 2011.
- e. Administrative costs cannot exceed 10% of the total proposed budget.

- f. Current First 5 San Bernardino Partner Agencies cannot use Emerging Needs RFP awards to supplement their existing scope of work or budget.
- g. Awards cannot be used to replace a loss of funding for any project or supplement an existing scope of work or budget.
- h. Awards cannot be used for trainings, research, planning or capital expenses (for clarification, see Glossary, pages 5-7).
- i. Awards are limited to non-profits and government entities.
- j. Non-profits must already have 501c3 status prior to submitting Proposal and must submit proof of their non-profit status.
- k. Awards may not be used for fundraising events such as walk-a-thons, tournaments, fashion shows, and ongoing fundraising expenses in an organization.
- l. Awards may not be used for events designed to elect candidates to public office or make references to political campaigns or issues.
- m. Faith based communities submitting Proposals must comply with the following conditions:
 - i. Active participation in the faith cannot be a prerequisite for individuals receiving services funded with First 5 San Bernardino awards;
 - ii. Positive accommodation needs to be made for participation by persons of all faiths;
 - iii. Funded services must serve the entire community at large;
 - iv. Staff and volunteers cannot proselytize their faith to service recipients; and
 - v. The provider must comply with the State and County anti-discrimination laws.
- n. Proposers proposing to implement projects that encompass a “model” or curriculum component should address the following:
 - i. Proposed curricula and/or curriculum materials must include a rationale in the narrative section (identify the source of the curriculum, what age group the curriculum is designed for, and why the curriculum was selected/chosen). “Models” or curricula must be research-based, evidence-based or best/promising practices.
 - ii. Proposed software purchases for children must include a rationale for the use of computers and software in the narrative section as well as an overview of how the software will be used within the Proposer’s program (i.e. daily activity, length of time per activity per child). Software must be age-appropriate.
 - iii. Proposed purchases of materials such as art supplies, books, or educational toys must be developmentally appropriate and limited to children ages 0-5.

- o. Proposers proposing to implement projects in funding Tier 1 to provide basic needs must adhere to the following guidelines:
 - i. Foods from fast-food chain restaurants are not permitted (deep fried, high fat and salt etc). This includes dissemination of gift certificates to families as incentives.
 - ii. Foods with very high fat and sugar content and little nutritional value must be avoided. This includes cookies, doughnuts, soda, punch, potato chips (and other snack chips) etc. Alternatives such as graham crackers, whole wheat crackers, cheese, fruits and vegetables should be offered instead. Drinks (especially for children) should primarily be water and milk; 100% fruit juice is also acceptable in moderation.
 - iii. If foods are to be offered as part of an activity, they should have high nutritional value (i.e. making pizzas together). For example, if the program wants to facilitate a sorting activity, instead of using colored chocolate candies, assorted low sugar high fiber cereals might be used instead. Please note: this does not apply to foods purchased for activities that will not be eaten (i.e. Playdough, Karo syrup painting).

All food purchases must have Staff Analyst approval prior to the purchase. First 5 San Bernardino reserves the right to disallow food purchases (intended for consumption by children 5 years and younger and their families) not deemed conducive to overall child health and well being.

5. Program Considerations

- a. The selected Proposer(s) will maintain facilities and equipment, and operate continuously with at least the number and classification of staff required for the provision of services.
- b. Proposer must have a location that is accessible by public transportation. If public transportation is not readily available, the Proposer must propose a plan to address this need.
- c. Proposer will be required to comply with all State regulations regarding Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required and requested by the Commission.
- d. The Proposer's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). The Proposer will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, the Proposer 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 Proposer's employees.

e. Principles on Equity

First 5 San Bernardino has adopted the Principles on Equity as approved by First 5 California on October 18, 2001. The Principles were created by the Advisory Committee on Diversity whose charge is to advise the State Commission in fulfilling its mission to adopt policies and practices that equitably provide California's children (prenatal through age five) from diverse backgrounds and abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs. A copy of our Principles on Equity is available online at www.first5sanbernardino.org or requests for hard copies can be made to First 5 San Bernardino at 909.386.7706.

V. CONTRACT REQUIREMENTS

The Proposer(s) selected will be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the Commission or the objections will be deemed to have been waived.

A. CONTRACTOR'S SERVICE RESPONSIBILITIES

1. Contractor shall provide all program services identified in the contract and Scope of Work 2009-2010 (Tier 1) or Program Work Plan 2009-2011 (Tier 2).
2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission.
3. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
4. Contractor shall perform deliverables as specified in the contract and provide evidence of achievement as identified in the verification. The verification tools must be pre-approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

Applicable to Tier 2 only:

6. The Program Work Plan and other 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 Plan and the data collection system, the information in the system will take precedence over the Program Target Plan and will be used to evaluate Contractor's performance under this contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Target Plan and/or other data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II.

B. CONTRACTOR'S GENERAL RESPONSIBILITIES

1. Participants

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

2. Contractor Capacity

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

3. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the contract. Further, the Commission representative shall have the option of attending Board meetings during the term of this contract.

4. Contractor Primary Contact

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

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

5. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

6. Notification

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

7. Change of Address

Contractor shall notify the Commission in writing of any change in mailing 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 delivery to zip codes identified in the Program Work Plan.

8. 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 within ten (10) business days.

9. Contract Assignability

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

10. Subcontracting

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

11. Contract Amendments

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

12. Conflict of Interest

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

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State of law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the California Department of Social Services (CDSS) Manual of Policies and Procedures. 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.

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

13. 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 Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of the Commission. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the Commission prior to publication. Proposer shall receive written permission from the Commission prior to publication of said training materials.

In addition, the Proposer shall properly acknowledge the Commission per the requirements stated in the Commission Attribution Standards.

14. Attribution

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

15. Confidentiality

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

All Proposals and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;

No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this contract;

Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and when applicable,

Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

16. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses

during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

17. Health and Safety

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

18. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA). The ADA can be accessed at <http://www.usdoj.gov/crt/ada/adahom1.htm>.

19. 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.

20. 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.

21. The Excluded Parties List System (EPLS)

Neither Proposer nor its employees or subcontractors shall be named on the EPLS, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts,

certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

22. 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, any sexual crime, or any other crime that would significantly impact this program. Contractor shall investigate all incidents where an individual whose is an applicant, employee, intern or volunteer of Contractor has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall use best efforts to notify Commission. In addition, the Commission may require the contractor to take action to remove that individual from participating in the program where the investigation by Contractor shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the Commission concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, on this contract when such information becomes known to Contractor.

23. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

24. Public Accessibility

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

25. Grievance Policy

Ensure that each Contractor of services provided under the terms and conditions of this contract has read a copy of The Children and Families Commission's Grievance Procedure. Grievance Procedure must be posted prominently in English and Spanish at service sites for participants to review.

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. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to

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

28. Attorney Fees & Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Article V. Contract Requirements, Paragraph D. Number 1.

29. Venue

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

30. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

31. Reports – Tier 1 and Tier 2

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

Report requirements include, but are not limited to and subject to change, the following:

Tier 1 Reports

Contractor shall submit to the Commission an Outcomes Report that will reflect progress and completion of the project/product as specified within the Program Work Plan and fiscal expenditure justification based on Program Budget. Contractor shall also submit to the Commission the Outcomes Report by July 31, 2010.

Tier 2 Reports

Program Reports

Contractor will submit Quarterly Program Reports which include quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in Program Work Plan and other data collection information as requested by the Commission. Quarterly Program Reports will include data on participants served as well as narrative information

on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. Program Reports are due the last day of the month following the end of the program reporting period.

Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Financial Report within 15 calendar days from the end of the reporting period.

Contractor shall provide the Commission with a Quarterly Fiscal Report covering the fiscal quarter period. This report is due on the last day of the month following the end of the fiscal reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by August 15th for the previous fiscal year period or part thereof during the contract term. All reports submitted by August 15th 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.

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.

C. CONTRACT COMPLIANCE/EQUAL 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 Contractors, including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Contractor 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.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by 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.

2. 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.
3. 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.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the 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.

10. 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.

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

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

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

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

E. COMMISSION RESPONSIBILITIES

1. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of the contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this contract.
2. The Executive Director, on behalf of the Commission, may approve modifications to the contract that do not result in a material change to the contract or deviate from its intent. Any request must be submitted to the Commission in writing and signed by an individual authorized to commit the Contractor and may not be implemented without prior written approval.
3. Commission shall compensate Contractor for approved expenses in accordance with the Fiscal Provisions Section of this contract.
4. Commission shall specify all reports and deliverables required from the Contractor.
5. Commission shall provide technical assistance as deemed necessary.
6. 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.

F. FISCAL PROVISIONS

1. Contract Amount

Tier 1 contract amount shall not exceed \$25,000 for fiscal year 2009-2010. Tier 2 contract amount shall not exceed \$100,000 for fiscal years 2009-2011. The duration of the contract term is subject to the availability of California Children and Families Trust Fund monies.

2. 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. Out of State travel is prohibited.

The reasonable and allowable reimbursement rate for use of motor vehicles is 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.

3. Budget Line Item Changes

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

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

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

4. Budget Line Item Variance

Variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10% made during a fiscal quarter in the following Quarterly Expenditure Report/Request for Funds.

5. Procurement

Contractor shall procure services or goods required under this contract on a competitive basis (3 bid process), unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

6. Fixed Assets

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

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

7. Payor of Last Resort

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

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance,

etc.), costs relating to services provided to that participant should 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.

8. Supplanting of Funds

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

9. Payment Provisions

The Commission will disburse funds on a fee for service/reimbursement payment process and based on the contract budget amount for the applicable year and quarterly report submissions.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 25% of the contract budget for the year. All subsequent payments will be reimbursed monthly and amounts will be determined by actual expenditures reflected on the monthly invoices, projected costs and cash on hand collectively.

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, reported expenditures significantly below projections or 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.

10. 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.

11. Fiscal Recordkeeping

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

G. RIGHT TO MONITOR AND AUDIT

1. Audit Provisions

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

2. 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.

3. Availability of Records

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

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

4. Assistance by Contractor

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

5. 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 the Correction of Performance Deficiencies and Termination Section of the contract.

H. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

I. GENERAL PROVISIONS

1. Notices

When notices are required to be given pursuant to this contract, the notices shall be in writing and mailed to the respective addresses.
2. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
3. Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
4. No waiver of any of the provisions of the contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this contract.

5. Any alterations, variations, modifications, or waivers of provisions of the contract, unless specifically allowed in the contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
6. If any provision of the contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the contract shall not be affected.
7. This contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this contract, to the exclusion of all other federal and state courts.
8. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this contract shall be 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 attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

VI. IMPROPER CONSIDERATION

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

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the Commission with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a Commission officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the First 5 San Bernardino Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

VII. 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 firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted 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 within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the 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 firm's offices or locations.

VIII. CALIFORNIA PUBLIC RECORDS ACT

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

NOTICE

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

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

The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the Commission a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under Federal, State and local law. This statement will be used

by the Commission in making its determination as to whether or not disclosure is proper under Federal, State and local law. The Commission will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of an Proposal indicates that the Proposer has read and understands this entire RFP to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and that all aspects regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E – Proposal Submission Deadline.**
5. All Proposals and materials submitted become the property of the Commission.

B. Proposal Presentation

1. One original, unbound, and two (2) additional unbound copies of the written Proposal are required. A total of three (3) copies must be submitted. Binder clips are acceptable to hold your Proposal copies together. The original copy must be clearly marked "Original". If one copy of the Proposal is not clearly marked "Original", the Proposal may be rejected. However, the Commission may at its sole option select, immediately after Proposal opening, one copy to be used as the "Original" copy. If discrepancies are found between two or more copies of the proposal, the proposal will be rejected.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – Emerging Needs – First 5 San Bernardino RFP 09-01."**
3. All Proposals must be submitted on 8 ½ by 11" white paper with no less than ½" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposals must be in the form of a Proposal package. An original request, which may be bound (binder clip), must be clearly marked "Original". In addition, the Commission requires two (2) copies of the Proposal. There should be a

total of three (3) copies submitted or the Proposal will be rejected. The content of the proposal must be submitted in the following sequence and format:

1. Letter of Authorization

Submit an original Letter of Authorization, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the Proposal.

2. Table of Contents

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

3. Proposal Cover Sheet

Complete the information requested.

4. Proposal Narrative

Proposal Narrative should address, but is not limited to addressing all items in Section IV, Paragraph C – Program Criteria.

- a. A brief synopsis of the Proposer's understanding of the emerging needs affecting children 0-5 and their families throughout San Bernardino County and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire Proposal.
- b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements:
 - i. Describe program services and strategies to be employed to ensure stability and continuity of care for the population served, and the agency's ability to be flexible in meeting changing needs.
 - ii. Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure.
 - iii. Discuss Agency's methods for achieving goals cost effectively.
 - iv. State the address of the facility and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).
 - v. Describe the Agency's capacity.
 - vi. Describe the Agency's experience.
 - vii. Estimate the number of participants/clients expected to be served.
 - viii. Estimate the anticipated cost per participant/client.
 - ix. State the area/region the Proposer plans to serve, and cities within that region.
 - x. If applicable: If a curriculum and/or curriculum materials or methodology is proposed, explain the research and rationale used in identifying the curriculum, model or methodology. Explain how it will be utilized and how teachers and/or staff will be supported and trained to use the curriculum, model, etc.

- c. Describe your Agency's state of readiness to implement the proposed project, which shall include:
 - i. A Scope of Work, including major tasks and subtasks, milestones, staff responsible, as applicable.
 - ii. A timeline for project deliverables tied to the Scope of Work.
 - iii. Explanation of any assumptions and/or constraints.
- 5. Statement of Experience
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the prospective Proposer has a demonstrated capacity of at least 2 years performing related types of services to the targeted population.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the proposed services or demonstrate the capability for recruiting such staff.
 - f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:
 - i. Date of completion and duration of each contract.
 - ii. Type of service.
 - iii. Total dollar amount contracted for and amount received.
 - iv. Location of area served.
 - v. Name and address of agency with which contracted and agency person administering the contract.
 - vi. If none, so state.
 - h. If any contract was terminated prior to the original termination date during the last five years, for each contract show:
 - i. Date of termination and duration of each contract.
 - i. Type of service.
 - ii. Total dollar amount contracted for and amount received.
 - iii. Location of area served.
 - iv. Name and address of agency with which contracted and agency person administering the contract.
 - v. Reason for termination.

- vi. If none, so state.
- i. With respect to contracts currently in effect, for each contract show:
 - i. Contract start date and date due for completion.
 - ii. Type of service.
 - iii. Total contract amount.
 - iv. Location of area served.
 - v. Name and address of agency with which contracted and agency person administering the contract.
 - vi. If none, so state.
- j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- k. Financial interest in other lines of business. If none, so state.
- l. Pending litigation involving the Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

6. Subcontractor Information

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

- a. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm that includes:
 - i. Name and address of the organization/firm, type of work to be performed, and percentage of the total work of the proposal.
 - ii. Statement must include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer. Any subcontract entered into by the Proposer shall be subject to the applicable requirements as outlined in this RFP and the Proposer shall be responsible for performance of the subcontractor.

7. Audited Financial Statements

Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. These statements shall be by an independent, certified public accountant.

- a. Submit an agreement to the right of the County, State and federal governments to audit the Proposer's financial and other records.

8. Insurance

Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, under Indemnification and Insurance Requirements.

9. Program Budget and Budget Narrative

Submit completed Program Budget and Budget Narrative explaining each line item provided in the Program Budget.

10. Proof of 501c3 Status

Agencies applying as a non-profit, must submit proof of 501c3 status. Agencies currently in the Proposal process to obtain 501c3 status cannot apply as such.

X. PROPOSAL REVIEW AND DECISION MAKING PROCESS

A. Review Process

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

B. Criteria

1. Administrative Review – All Proposals will be initially evaluated to determine if they meet the following requirements:

- a. The Proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective Proposers must meet the requirements stated in the Minimum Proposal Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements will result in a rejected proposal.

2. Critical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Cost
- b. Demonstrated ability to serve target population
- c. Proposed project services and strategies and alignment to the Strategic Plan
- d. Readiness to provide services
- e. Experience
- f. Staffing levels and qualifications
- g. Appropriateness of facility (in Geographic Service Areas; near mass transit
- h. Fiscal stability

While cost is a major consideration in the decision making process, selection will be based on determination of which Proposal(s) will best meet the needs of the Commission and the requirements of this RFP.

C. Contract Award

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

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

D. Appeals

In response to a denied award, Proposers may protest, provided the appeal is in writing, is delivered to the address listed, and submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFP and Guidelines Packet and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted a RFP in compliance with the Emerging Needs 2009 Investment Initiative RFP and Guidelines Packet may present a protest to the Commission in order to initiate mediation. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

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

The appeal must include the following: 1) reference to the Emerging Needs RFP 09-01 Appeal; 2) basis of appeal which must directly relate to at least one (1) of the three (3) previously mentioned reasons; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal. The appeal must be submitted in writing, received by the end of business day, within five (5) business days following the receipt of a notice for a denied RFP to:

First 5 San Bernardino
Emerging Needs RFP 09-01 Appeal
330 N. D Street, 5th Floor
San Bernardino, CA 92415

E. Final Authority

The Commission reserves the right to reject any and all RFPs and to waive informalities or irregularities. The Commission is the sole and final authority regarding the approval or disapproval of RFPs and the conditions under which they are awarded.