



**Request For Qualifications
for
Maternal Health Systems
RFQ 18-01**

November 1, 2018 – December 31, 2019

**First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408
(909) 386-7706
www.first5sanbernardino.org**

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I. INTRODUCTION

A. Purpose

First 5 San Bernardino, hereafter referred to as the “Commission”, is issuing this Request for Qualifications (RFQ) for a qualified firm or individual hereinafter referred to as “Consultant(s)” to serve as the Consultant for the development of a Maternal Health Systems Strategic Plan to support a Maternal Health Systems (MHS) framework specific to San Bernardino County. The Consultant for the development of the framework will support, analyze, coordinate and guide the Commission’s efforts around the following objectives associated with MHS:

Objective 1: Facilitate the development of the MHS-SB Strategic Plan with a framework that will guide implementation of core components and strategies within the system.

Objective 2: Identify and map existing resources; Ensure appropriate partner engagement, communication and documentation to successfully implement core components of the Strategic Plan.

Objective 3: Develop and solidify Maternal Health System – San Bernardino (MHS-SB) leadership team and workgroup membership

The Commission strives to insure a system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at risk pregnant women. A successful system is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.

The project period anticipated to be is November 1, 2018 through December 31, 2019. The selected Consultant will enter into a contract approved by the Commission not to exceed \$200,000.

B. Proposition 10 and First 5 San Bernardino

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

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

The Commission adopted its initial Strategic Plan in April 2000. The current Strategic Plan remains in effect through June 2020.

This Strategic Plan outlines broad goals and more specific outcomes to support each goal. All funded projects of the Commission are designed to support the Commission in achieving these

goals. A copy of the Strategic Plan can be downloaded from our website at www.first5sanbernardino.org.

First 5 San Bernardino Vision

All children in San Bernardino County are healthy, safe, nurtured, eager to learn and ready to succeed.

First 5 San Bernardino Mission

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

From First 5 San Bernardino Strategic Plan 2015-2020:

Goal 1.1 Child Health: Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being.

Objectives	Activities
1.1.a Families have access to resources and environments that support the total wellness of the child	<ul style="list-style-type: none"> • Support and sustain families' access to healthy environments • Support and sustain families' access to quality health care
1.1.b Families are knowledgeable of and utilize available resources to manage their health	<ul style="list-style-type: none"> • Support health education, navigation and utilization • Connect children to local health providers to address their specific health needs
1.1.c Children are born healthy	<ul style="list-style-type: none"> • Connect expectant parents with quality prenatal care and education

Desired Approach:

The Commission has historically funded Maternal Health Services through separate initiatives with outcomes sought specific to separate identified areas of need. Included among these are recent investments in prenatal substance abuse screening and treatment, lactation support and improved oral health care during pregnancy (see descriptions of the initiatives below). While the outcomes achieved by these initiatives were mostly satisfactory, the Commission desires at this time to approach maternal health in a more holistic, comprehensive, and coordinated manner, ideally drawing on and enhancing resources and services that already exist for expecting and new mothers in San Bernardino County. Through a systems building strategy, the Commission desires to support improvement in pregnancy and birth outcomes through the promotion of evidenced-based practices, through advocacy to improve public policy and state legislation on issues that impact maternal and child health, and through providing leadership, education and support to families, professionals and the developed system of care. This "Systems" approach to identify and coordinate services to this population is not only more efficient in terms of the use of public dollars (Proposition 10) but also more efficient for the mothers using the services in that their needs can be addressed in total upon engagement in services. Strategies to move this work forward has been discussed to date with the San Bernardino County Department of Public Health and other stakeholders but, so far, no

formal effort has been made to begin to make them actionable. This has motivated the commission to seek a well-qualified, experienced consultant/contractor to lead this work.

Recent investments by First 5 San Bernardino in Maternal Health initiatives include:

- **Babies Optimal Nutrition and Ultimate Support (BONUS)**-Lactation support initiative including education materials for new mothers and healthcare providers and a 24 hr. lactation support warm-line.
- **Partnership for Healthy Mothers and Babies (PHMB)**-Perinatal Maternal substance abuse treatment and support. Programs included treatment for smoking cessation, alcohol, marijuana and more lethal drugs in both in-patient and out-patient settings.
- **Early Smiles**-Oral Health Program for children and pregnant women including screening, oral health education and support in the navigation of existing systems of care to access oral health needs.

II. PROJECT TIMELINE

- | | |
|---|--|
| 1. RFQ Release | <i>Thursday, September 13, 2018</i> |
| 2. Deadline for submission of questions | <i>Wednesday, September 26, 2018</i> |
| Email: rrobinson@cfc.sbcounty.gov | <i>No later than 12 P.M., PST</i> |
| 3. Deadline for qualifications submissions | <i>Friday, October 12, 2018</i>
<i>No later than 4:00 P.M., PST</i> |
| 4. Tentative date for Commission approval | <i>Wednesday, October 31, 2018</i>
<i>The Successful Contractor must be present at the Commission Meeting for Contract Approval</i> |
| 5. Contract start date | <i>Thursday, November 1, 2018</i> |

The above dates are subject to change as deemed necessary by the Commission.

A. Period of Performance

The period of performance shall be for 14 months with the completion date of December 31, 2019.

B. Admonition to Consultant(s)

Once the RFQ has been issued and during the evaluation process, the individual identified in Section II(C) below is the sole contact point for any inquiries relating to this RFQ. 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 Consultant. It is the responsibility of the Consultant to ensure that the RFQ responses arrive in a timely manner.

C. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before **12 P.M. PST, Wednesday, September 26, 2018** and directed to **Ronnie Robinson, Section**

Manager, rrobinson@cfc.sbcounty.gov. *The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFQ.*

D. Correspondence

All correspondence, **including qualifications submissions and questions (if such questions are not submitted by email)**, are to be submitted to:

First 5 San Bernardino
ATTN: Maternal Health Systems Consultant RFQ 18-01
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

E. Qualifications Submission Deadline

All qualifications submissions must be received at the address listed in Paragraph D of this Section no later than 4 P.M. (PST) on Friday, October 12, 2018. Facsimile or electronically transmitted submissions will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

III. QUALIFICATIONS CONDITIONS

A. Contingencies

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

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

B. Modifications

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

C. Qualifications Submission

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

D. Inaccuracies or Misrepresentations

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

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

E. Incurred Costs

This RFQ does not commit the Commission to pay any costs incurred in the preparation of a qualifications submission in response to this request and Consultant agrees that all costs incurred in developing the qualifications submission is the Consultant's responsibility.

F. Qualifications Packet Confidentiality

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

NOTICE

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

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

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

G. Negotiations

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

H. Local Preference Policy

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

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

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

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

IV. PROJECT REQUIREMENTS

A. Scope of Services

The Consultant for the development of the Maternal Health System – San Bernardino (MHS-SB) project will be tasked with the following activities related to the development of a Strategic Plan to include recommendations for the implementation of a multifaceted systemized approach to supporting optimal maternal health and outcomes. Successful implement objectives include the following activities:

- Facilitate and complete the development of the MHS-SB Strategic Plan and Core Objectives embedded within a MHS-SB framework.
 1. Support and facilitate information-gathering efforts with leadership team and workgroups to ensure sufficient data is collected to inform and solicit strategies that will guide the development of the MHS-SB framework and implementation plan.
 2. Utilize available resources to make recommendations of linking existing Maternal Health partnerships/services and identify any gaps that should be addressed.
 3. Support the process of selecting and onboarding Maternal Health service providers, maternal health professionals, voice and representation from the pregnancy population, advocacy and policy partners, etc., to collaborate with F5SB and such entities as San Bernardino County Department of Public Health's Maternal Health section, local health plans, community clinics, health centers and others to achieve objectives.
- Ensure appropriate Maternal Health partner engagement, communication and documentation to successfully implement project objectives:
 1. Analyze, evaluate and catalog, broad landscape of existing maternal health system components across multi-sectors.
 2. Plan meeting agendas, convene stakeholders, develop communications tools and facilitate leadership team and workgroup meetings.

3. Coordinate and convene partners with expertise in screening/care coordination of systems, health care delivery, education and intervention services to support the planning and implementation of the MHS-SB framework.
 4. Maintain documents appropriate to work plan documentation including meeting summaries, outcome updates and other communication items
 5. Maintain communication with external and internal stakeholders as needed.
- Develop and solidify MHS-SB leadership team and workgroups:
 1. Build on existing partnership engagement efforts; Cultivate and onboard additional cross-sector partners as needed.
 2. Develop necessary tools and documents to support early infrastructure development efforts, including leadership and workgroup roles and responsibilities, work plans and timelines.
 3. Provide the necessary tactical, facilitation, administrative and communications support to leadership team and workgroups for the development of the MHS-SB strategic plan and core implementation components.

B. Summary of Desired Qualifications

- Experience with and knowledge of maternal health systems of care to include components such as breastfeeding education and support, optimal nutrition, the need and benefit for early screening and intervention, proactive maternal oral health care and existing services supporting maternal health such as Title V Maternal and Child Health, Women, Infants and Children (WIC) programs, Baby-Friendly Hospitals, March of Dimes, etc.
- Experience gathering information from cross-sector stakeholders, building consensus and identifying and achieving collaborative goals and objectives
- Experience with successful project design and implementation
- Experience collaborating with countywide agencies working in health, social services, intervention and/or educational systems
- Experience working with agencies that develop programs/strategic investments to achieve a measureable impact
- Experience incorporating best practices for the development of partnerships, work plans and timelines
- Knowledge of and experience with the development and support of committees, advisory boards, coalitions or an equivalent entity
- Experience in successfully collaborating with countywide leaders and stakeholders
- Experience with the development of meeting agendas and facilitation
- Experience utilizing efficient communication tools to facilitate workflow, reporting and timely updates
- Experience meeting programmatic objectives on time within allocated budget
- Adequate staffing to effectively complete activities and deliverables outlined in the RFQ
- Experience collecting/analyzing data and making recommendations to leadership

Maternal Health Systems Consultant

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C. Work Product

All work papers prepared in connection with the contractual services will remain the property of the successful Consultant(s); however, all reports rendered to the Commission are the exclusive property of the Commission and subject to its use and control.

D. Project Considerations

1. The Consultant's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). The Consultant(s) will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, the Consultant(s) 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 Contractor's employees.
2. The Consultant(s) must possess and comply with other requirements outlined in this RFQ.

E. Reference Documents

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

1. Americans with Disabilities Act [<http://www.ada.gov/>] California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604
[\[http://www.cdss.ca.gov/ord/entres/getinfo/pdf/ops0102.pdf\]](http://www.cdss.ca.gov/ord/entres/getinfo/pdf/ops0102.pdf)
2. Clean Air Act (42 U.S.C. section 7606)
[<https://www.law.cornell.edu/uscode/text/42/7606>]
3. Clean Water Act (33 U.S.C. section 1368)
[<https://www.law.cornell.edu/uscode/text/33/1368>]
4. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the ProChildren Act of 1994
[\[http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/html/USCODE2011-title20-chap68-subchapX.htm\]](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/html/USCODE2011-title20-chap68-subchapX.htm)
5. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250
[\[http://www.dol.gov/ofccp/regs/statutes/eo11246.htm\]](http://www.dol.gov/ofccp/regs/statutes/eo11246.htm)
6. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32)
[\[http://www.epa.gov/isdc/eo11738.htm\]](http://www.epa.gov/isdc/eo11738.htm)
7. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76)
[\[http://www.epa.gov/isdc/eo12549.htm\]](http://www.epa.gov/isdc/eo12549.htm)
8. California Government Code section 6250 et seq.
[\[https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=GOV&tocTitle=+Government+Code++GOV\]](https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=GOV&tocTitle=+Government+Code++GOV)
9. California Government Code section 87100 et seq.
[\[https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=GOV&tocTitle=+Government+Code++GOV\]](https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=GOV&tocTitle=+Government+Code++GOV)
10. Office of Management and Budget (OMB) Circulars

- [\[http://www.whitehouse.gov/omb/circulars/\]](http://www.whitehouse.gov/omb/circulars/)
11. California Penal Code section 11105.3
[\[https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=PEN&tocTitle=+Penal+Code+-+PEN\]](https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=PEN&tocTitle=+Penal+Code+-+PEN)
 12. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.)
[\[http://ccr.oal.ca.gov/default.htm\]](http://ccr.oal.ca.gov/default.htm)
 13. Title VII of the Civil Rights Act of 1964 [\[http://www.eeoc.gov/policy/vii.html\]](http://www.eeoc.gov/policy/vii.html)
 14. California Welfare and Institutions Code section 10000 et seq.
[\[https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=WIC&tocTitle=+Welfare+and+Institutions+Code+-+WIC\]](https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=WIC&tocTitle=+Welfare+and+Institutions+Code+-+WIC)
 15. First 5 San Bernardino [\[http://www.first5sanbernardino.org\]](http://www.first5sanbernardino.org)

V. CONTRACT REQUIREMENTS

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

A. General Responsibilities

1. Contractor Capacity

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

2. Contract Assignability

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

3. Conflict of Interest

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

4. Former Commission Administrative Officials

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

Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

5. 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.

6. Change of Address

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

7. Staffing and Notification

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

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

8. Contractor Primary Contact

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

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

9. Responsiveness

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

10. Confidentiality

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

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

11. Indemnification and Insurance Requirements

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

- a. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- b. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the

Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

- d. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- f. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- h. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional

types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.
2. 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.
3. 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.
4. 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.

5. 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.

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

7. 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.

8. 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.

12. 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.

13. Contract Compliance/Equal Employment Opportunity

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

14. Attorney's Fees

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

15. 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.

16. Attribution

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

17. Pro-Children Act of 1994

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

18. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

19. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

20. Debarment, Suspension, and Other Responsibility Matters

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

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

21. Recycled Paper Products

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

B. Fiscal Provisions

1. Payment Provisions

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

Reimbursements under this Contract will be limited to the obligations and expenditures specified in the Project Budget, included in Attachment B.

Reimbursement will be limited to items as included in the Budget or as an approved modification and will not be provided for any charge resulting from an error, oversight or omission by Contractor.

Contractor will provide invoices monthly to the Commission within fifteen (15) working days of the month following services performed. The Commission reserves the right to disallow expenditures if the corresponding invoice is not provided to the Commission within sixty (60) days following the month in which services were performed.

2. EFT Payments

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

3. Allowable Costs

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

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

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

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

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

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

4. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this contract with any funds made available under this contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with

respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

5. Payment of Taxes

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

6. 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.

7. Assistance by Contractor

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

C. 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/or
- 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 bullet 3 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.

VI. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect

on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

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

VII. IMPROPER CONSIDERATION

Consultant 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 RFQ.

The Commission, by written notice, may immediately reject any submission 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 submission 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.

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

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Consultant 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 Consultant. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Consultant 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 Consultant may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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 Consultant 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 Consultant 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 Consultant 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 Consultant's offices or locations.

IX. QUALIFICATIONS SUBMISSION

A. General

1. All interested and qualified groups or individuals are invited to submit their qualifications for consideration. The qualified group or individual with prior experience working with a First 5 Commission is preferred. Submission of such qualifications indicates that the RFQ has been read and the entire contents of this RFQ is understood, including all attachments and addendums (as applicable) and agrees that all requirements of this RFQ have been satisfied.
2. Qualifications must be submitted in the format described in this Section. Qualifications are to be prepared and submitted in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Qualifications submissions must be complete in all respects as required in this Section. Qualifications submissions may not be considered if they are conditional or incomplete.
4. Qualifications submissions must be received at the designated location, specified in Section II, Paragraph D – Correspondence, no later than the date and time specified in Section II, Paragraph E – Qualifications Submission Deadline.
5. All qualifications submissions and materials submitted become the property of the Commission.

B. Procedures for Submitting Qualifications Packet

1. Please submit one (1) original, which may be bound with a binder clip, and four (4) copies are required. The original copy must be clearly marked "Original". If one copy is not clearly marked "Original", the submission may be rejected. However, the Commission may at its sole option select, immediately after opening, one copy to be used as the Original Copy. If discrepancies are found between two or more copies of the submitted qualifications, the submission may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

2. The package containing the 1 original and 4 copies (for a total of 5 copies) must be sealed and marked with the Consultant's name and "RFQ 18-01 Maternal Health Systems Consultant."
3. All qualifications submissions must be submitted on 8 1/2" by 11" paper with single sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Submissions 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. Submission Format

Response to this RFQ must be submitted in the following sequence and format:

1. Cover Letter
 2. Table of Contents
 3. Corporate/Company/Agency Profile
 4. Description of Services
 5. Cost Proposal
 6. Credential/Resumes/Certifications/Licenses
 7. References
 8. Evidence of Insurability/Business Licenses
 9. Financial Information
 10. Clarification/Exceptions/Deviations
 11. Statement of Certification (Attachment A)
 12. Local Preference Policy Form (Attachment B)
-
1. Cover Letter – Include a cover letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the Bidder submitting the proposal, which must include the following information:
 - a. A statement that the Bidder is submitted in response to the Request for Qualifications for Maternal Health Systems Consultant RFQ 18-01.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Bidder.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit bids on behalf of the Bidder.
 - d. A list of Former Commission Administrative Officials (as defined in Section V. A.4.) affiliated with the organization/firm. If none, so state.

The cover letter must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the Commission to pursue any remedy authorized by law, which shall include the right, at the option of the Commission, of declaring any contract made as a result thereof, to be void.

2. Table of Contents - A complete table of contents for the entire qualifications submission with respective page numbers opposite each topic listed above.

3. Corporate/Company/Agency Profile – This section is designed to establish the bidder as an entity with the ability and experience to operate the project as specified in the RFQ. The Corporate/Company/Agency Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
 - a. Business name and legal business status (i.e., partnership, corporation, etc.);
 - b. Proof of non-profit status, if applicable;
 - c. Corporate/Company/Agency overview of services or activities performed include:
 - i) The history of the bidder's firm – include a brief history of the firm.
 - ii) The number of years in business under the present business name, as well as prior business names.
 - iii) Number of years experience providing the proposed, equivalent, or related services.
 - iv) Corporate/Company/Agency hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
 - v) Company size, number of staff, and proposed number of staff to provide services.
 - vi) Location of the office from which the work under this contract will be provided and the staff allocation at that office.
 - d. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none, so state.
4. Description of Services – All qualifications submissions must include a detailed description of the services to be rendered, including but not limited to the following:

A written general understanding to the requirements in the scope of services as detailed in the RFQ, Section IV., A-B, including:

 - i) Provide a work plan or description of how the work will be performed.
 - ii) Give precise detail on your project reporting mechanisms. Include:
 - 1) A complete description of how the interaction between the bidder's company and the Commission will take place to ensure that the services are performed and to the Commission's satisfaction, including resolving problems that may be encountered during the project.
 - 2) Time of work; detail timeframe and phases of work.
 - 3) Describe the bidder's company policies regarding this project to ensure proper compliance and quality assurance.
 - 4) Provide the bidder's company background checking procedures and company utilized.
 - iv) Indicate whether or not the bidder will subcontract portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work which will be subcontracted.

5. Cost Proposal – In this section, please complete and include a cost proposal and narrative describing expenditures appropriate to the deliverables outlined in the Scope of Services. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to Commission as part of this project. Bidders must fully explain inclusive blended rates, which include all of the bidder’s project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

6. Credentials/Resumes/Certifications/Licenses – This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualifications/experience, and a copy of his/her certification or licenses held, if applicable.

Bidder shall specifically provide the following information on all employees to be providing the service:

- Description of Education
- General experience
- Experience or education related to the RFQ project
- Letters of Reference
- Any other information, which will assist in evaluating qualifications
- Government audit experience
- Indicate if person is registered or licensed to practice as a CPA in California

7. References – All Bidders must include present and past performance information with a minimum of three (3) references. Each reference shall include:

- Dates of work performed
- Current contact person, company, address, email and telephone number for each reference identified
- Describe recent similar projects that are equivalent to the Commission. These experiences must show the qualifications of the Bidder’s capabilities to complete the Commission’s requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFQ.

8. Evidence of Insurability/Business Licenses – All Bidders shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract, the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the Commission as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.
9. Financial Statement – The Bidder must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at

least one (1) year. These statements should clearly identify the financial status and condition of the Bidder's entire business entity. Please place in a separate envelope and mark "confidential," if your firm requires this to be kept confidential. The Commission does not guarantee that the financials submitted will be kept confidential.

10. Clarification, Exceptions or Deviations – All bidder(s) shall describe any exception or deviation from requirements of the RFQ. Each clarification exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are nonnegotiable:
 - Indemnification
 - All insurance terms
 - Termination
 - Ownership/Use of Contract Materials and Products (if applicable)
 - Disputes
 - Governing Law
11. Statements of Certifications (Attachment A) – Complete and include Attachment A in your response to this RFQ.
12. Local Preference Policy Form (Attachment B) – Complete and include Attachment B in your response to this RFQ.

X. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

All qualifications submissions will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Consultant(s) in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

All qualifications submissions will be subject to a standard review process developed by the Commission to yield the Consultant the proper due diligence in the evaluation phase of the RFQ process.

1. Administrative Review - All qualifications submissions will be initially evaluated to determine if they meet the following minimum requirements:
 - a. Must be complete as set forth in Section X – Qualifications Submission, subsection – C Qualification Submission Format including all required documents, and be in compliance with all the requirements of this RFQ.

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

2. Critical Evaluation - Submissions meeting the above requirements will be evaluated on the basis of the following criteria, (not necessarily in order of priority):
 - a. Cost
 - b. Proposed Program Services and Strategies
 - d. Readiness to provide services
 - e. Experience
 - f. Staffing levels and qualifications

While cost is a major consideration in the evaluation process, selection will be based on the determination of which submission will best meet the needs of the Commission and the requirements of this RFQ.

C. Contract Award

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

The contents of the submission of the successful Consultant 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, Consultant 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 RFQ 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 agency proposer that has submitted a RFQ in compliance with the RFQ 18-01 and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

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

The appeal must include the following: 1) reference to the RFQ for Annual Audit and Report 18-01 Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

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



STATEMENTS OF CERTIFICATION
Maternal Health Systems RFQ 18-01

Statement		Initial
1.	All declarations in the bid and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the Commission to pursue any remedy by law.	
2.	Will provide the Commission with any other information requested and necessary for an accurate determination of the Bidder's ability to perform services as proposed.	
3.	Will permit official representatives of First 5 San Bernardino access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this bid.	
4.	Hereby authorizes First 5 San Bernardino to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this bid.	
5.	Will provide services as described, herein, at the price stipulated, herein, from November 1, 2018 and continuing through June 30, 2020. The price(s) contained herein is/are the same as charged to all other individuals or organizations contracted for and/or receiving the same services. All material facts presented in this bid shall be binding and included as part of the contract, if the proposal is selected and a contract awarded.	
6.	All aspects of the bid, including cost, have been determined independently, without consultation with any other prospective Bidder or competitor for the purpose of restricting competition.	
7.	If selected and awarded a contract, the Bidder agrees to comply with all applicable rules, laws, and regulations, along with the terms of the contract.	

 Signature (*Authorized Signer*)

 Date

 Print Name, Title

 Agency/Company

 Address

 City, State Zip Code



LOCAL PREFERENCE POLICY FORM

Please check all that apply:

1.	Main or regional Office located within County boundaries.	<input type="checkbox"/>
2.	Issued a business license, if required, and has been established and open for six months prior to release of solicitation.	<input type="checkbox"/>
3.	Has a minimum of 25% full-time management employed and 25% of its full-time regular employed working from County locations.	<input type="checkbox"/>
4.	The statements above do not apply to our agency.	<input type="checkbox"/>

Signature (Authorized Signer)

Date

Print Name

Company/Agency

Address
