



*Stronger starts, better life*

**Request for  
Qualifications for  
Annual and Single Audit  
Reports  
RFQ 26-01**

**July 1, 2026 - June 30, 2031**

**First 5 San Bernardino  
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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) to a qualified group or individual hereinafter referred to as "Consultant(s)" or "Contractor(s)" to conduct and prepare an Annual Audit Report; and render an opinion on the Commission's financial statements. Health and Safety Code Section 130150 provide on or before October 15 of each year, each county Commission shall conduct an audit of and issue a written report on the implementation and performance of, its functions during the preceding fiscal year, including, at a minimum, the manner in which funds were expended. The Commission requires a review of its operations to ensure compliance with policies and regulations, safeguarding of assets, and the reliability and integrity of information.

Conduct and prepare a Single Audit if threshold is met per Federal guidelines on or before March 31.

A financial and compliance audit is required, beginning with the fiscal year ending June 30, 2026, in accordance with Generally Accepted Auditing Standards (GAAS) promulgated by the American Institution of Certified Public Accountants, and GAAS issued by the United States Comptroller General. A qualified group or individual with prior experience working with a First 5 Commission is preferred.

The Commission is a discrete component unit of San Bernardino County for fiscal reporting purposes. As such, the audit must be performed in accordance with the GAAS set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards (2024), the provisions of the federal Single Audit Act, applicable pronouncements of Governmental Accounting Standards Board (GASB), and U.S. Office of Management and Budget (OMB 2 CFR part 200, subpart F) Audits of State and Local Governments, as applicable. For audits of fiscal years beginning June 30, 2006 counties participating in the California Children and Families program are subject to expanded audits. Attachment C, developed by the California State Comptroller, is designed to assist auditors in performing the expanded audit.

If conditions are discovered which lead to the belief that material errors and omissions, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the Commission's Fiscal Administrator. No extended services will be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.

### B. Proposition 10 and First 5 San Bernardino

First 5 San Bernardino, also known as the Children and Families Commission for San Bernardino County, 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 Children and Families Commission for San Bernardino County adopted its initial Strategic Plan in April 2000. The current Strategic Plan remains in effect through June 2028. 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](http://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 5 and their families and communities.

## II. PROJECT TIMELINE

1. RFQ Release	<i>Thursday, January 15, 2026</i>
2. Deadline for question submissions Email: <a href="mailto:Scott.McGrath@fcfc.sbcounty.gov">Scott.McGrath@fcfc.sbcounty.gov</a>	<i>Thursday, January 22, 2026</i> <i>No later than 12 P.M., PST</i>
3. Deadline for Qualifications submission	<i>Wednesday, February 11, 2026</i> <i>No later than 4:00 P.M., PST</i>
4. Tentative date to inform of <u>Unsuccessful Proposals</u> at the Administrative Phase (no appeal)	<i>Friday, March 6, 2026</i>
5. Tentative date to inform of Award or Unsuccessful Proposal at the Fiscal and/or Program Phase (Opportunity to Appeal)	<i>Monday, March 9, 2026</i>
6. Tentative date for Commission Approval of Contracts	<i>Wednesday, June 10, 2026</i>
7. Tentative Start Date for Contract(s)	<i>Wednesday, July 1, 2026</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 five (5) years with the completion date of June 30, 2031.

### B. Admonition to Consultant(s)

Once the RFQ has been issued and during the evaluation process, the individual identified above 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 electronically via email on or before **12 P.M. PST, Thursday, January 22, 2026 and directed to Scott McGrath, Deputy Director, [Scott.McGrath@fcfc.sbcounty.gov](mailto:Scott.McGrath@fcfc.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**, are to be submitted to the following point of contact:

First 5 San Bernardino  
ATTN: Annual and Single Audit Report RFQ 26-01  
[Scott.McGrath@cfc.sbccounty.gov](mailto:Scott.McGrath@cfc.sbccounty.gov)  
Scott McGrath, Deputy Director

#### E. Qualifications Submission Deadline

**All qualifications submissions must be submitted and received electronically via email listed in Paragraph D of this Section no later than 12 P.M. (PST) on Wednesday, February 11, 2026.** All electronically transmitted submissions must be sent in PDF format. 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 money. This RFQ does not commit to 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 qualification 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 termination under this provision, the Commission is entitled to pursue any available legal remedies.

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#### **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. Vendor Policy**

1. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation.
2. Vendor is not delinquent in any taxes or other payments to the County.
3. Vendor possesses a valid and verifiable business license (if required).
4. Vendor has been open and established for at least six months prior to the issuance of the solicitation.
5. Vendor can demonstrate on-going business activity in the field of endeavor which they are proposing from that office during the preceding six months.

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- 6. Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud.
- 7. Vendor is not federally debarred; and
- 8. Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.

## IV. PROJECT REQUIREMENTS

### A. Scope of Services

The Commission is seeking a qualified group or individual to perform audits for fiscal years covering July 1, 2025 through June 30, 2030. The project must include accounting services to develop the financial statements in preparation for the audit. The audit must also comply with the California Comptroller's Office, *Standards and Procedures for Audits* of local entities administering Children and Families Act (First 5) to include the following activities:

#### Annual Audit Report

Service Required:

- 1. An opinion on the Commission's financial statements.
- 2. A report on the Commission's compliance with applicable laws, regulations and requirements contained within the applicable portions of the California Health and Safety Code Sections 130100 through 130155.
- 3. A report on the Commission's compliance with internal control procedures, based on minimal testing performed by the auditors, disclosing any material weakness identified during the scope of audit work.
- 4. A meeting with Commission management staff, at a time to be determined prior to public hearing, to review findings.
- 5. Presence at a public hearing each year in October (dates to be determined), to provide an overview of the findings and to answer questions from the Commission and general public relating to the report and any findings expressed in the audit prepared.
- 6. Issue a pre-audit letter (Letter of Intent).
- 7. Issue a Management Review Letter.
- 8. A report on the status of prior year's findings.
- 9. The audit will be conducted in accordance with the auditing standards generally accepted in the United States of America and *Government Accepted Auditing Standards*, issued by the Comptroller of the United States for the purpose of determining whether or not such financial statements fairly present the financial position and results of operations of the Commission in accordance with Generally Accepted Accounting Principles (GAAP);
- 10. The Contractor will provide technical assistance and attend Commission meetings, as necessary, related to the scope of services rendered below.
- 11. As the Contractor schedules staff to perform annual services, Contractor is to give the Commission consideration to assign the same on-site supervisor(s) for audit engagements to provide continuity for service performance.
- 12. Prepare a draft of the commission's financial statements in accordance with

GAAP.

13. Conduct and prepare a Single Audit if threshold is met by Federal guidelines on or before March 31.

## **B. Reports (Summary of Services)**

The Annual Audit and Report shall consist of the following components:

- The independent auditor's report on the financial statements and the related notes to the financial statements.
- The independent auditor's report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with GAAS.
- The independent auditor's report on state compliance
- Status of Prior Audit Findings

The Commission requires five (5) copies of the draft audit report to be submitted to the Commission Office no later than October 1 and twenty-five (25) bound copies of the final audit report to be submitted to the Commission Office no later than October 15.

**Management Letter** – A Management Letter communicates matters involving weaknesses or deficiencies in internal controls or operational inefficiencies, identified during the audit, and contains recommendations for management considerations. A draft management letter advising the Commission of opportunities observed for economy of operations and improvement in internal controls, if such matters were identified, shall be submitted to the Commission's Office within fifteen (15) days of the audit opinion date. The Contractor shall be available for any scheduled meetings that may be necessary to discuss the draft Management Letter. The Final Management Letter is to be submitted to the Commission within sixty (60) days from the audit opinion date.

### **Consent**

The Contractor grants the Commission permission to include, at no charge, the final audit opinion with officially published financial statements of the Commission.

### **Training**

The Contractor agrees to provide, at no charge, to the Commission's internal audit (contracts) and accounting staff, up to eight hours annually of training specifically related to government accounting/auditing.

### **Availability of Prior Audit Reports**

The Annual Audit and Report for fiscal year 2024-2025 is available at the First 5 San Bernardino office.

Audit planning, documentation of systems of internal control, and compliance and transaction testing should be completed during interim stage. Interim stage is to be performed in June and July prior to the close of the fiscal year. It is expected the Commission will close its books and prepare financial statements to be ready for the final audit by August 31. The Contractor is to start the final field work on September 15.

The Commission will provide the Contractor with reasonable workspace. The Contractor will also be provided with access to a telephone, a computer with access to the general ledger system, photocopy and fax machines.

## **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.

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#### 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/>]
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604  
<https://www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/confidentiality-regulations> -  
<https://www.cdss.ca.gov/ord/entres/getinfo/pdf/opsman4.pdf>
3. Clean Air Act (42 U.S.C. section 7606)  
<https://www.law.cornell.edu/uscode/text/42/7606>
4. Clean Water Act (33 U.S.C. section 1368)  
<https://www.law.cornell.edu/uscode/text/42/7606>
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994  
<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/html/USCODE2011-title20-chap68-subchapX.htm>
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250  
<https://www.eeoc.gov/history/executive-order-no-11246>
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973) and Environmental Protection Agency regulations(40 C.F.R., part 32)]  
<https://www.archives.gov/federal-register/codification/executive-order/11738.html>
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986) and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76)  
<https://www.archives.gov/federal-register/codification/executive-order/12549.html>
9. California Government Code section 6250 et seq.  
<https://www.treasurer.ca.gov/ctcac/compliance/manual/appendix1/code.pdf>
10. California Government Code section 87100 et seq.  
<https://law.justia.com/codes/california/2009/gov/87100-87105.html>
11. Office of Management and Budget (OMB) Circulars  
<http://www.whitehouse.gov/omb/circulars/>
12. California Penal Code section 11105.3  
[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=WIC&sectionNum=11105.](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=11105.)
13. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) <https://www.energy.ca.gov/rules-and-regulations/appliance-efficiency-regulations-title-20>

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- 14. Title VII of the Civil Rights Act of 1964 <https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964>
- 15. California Welfare and Institutions Code section 10000 et seq.  
[https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-10000/#:~:text=California%20Welfare%20and%20Institutions%20Code%20\(WIC\)%20%C2%A7,Westlaw.%20However%2C%20a%20Westlaw%20subscription%20is%20required.](https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-10000/#:~:text=California%20Welfare%20and%20Institutions%20Code%20(WIC)%20%C2%A7,Westlaw.%20However%2C%20a%20Westlaw%20subscription%20is%20required.)
- 16. First 5 San Bernardino [First5sanbernardino.org](http://First5sanbernardino.org)

## **V. CONTRACTOR'S SERVICE RESPONSIBILITIES**

- A. Contractor, shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget.
- B. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- C. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- D. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

## **VI. CONTRACTOR'S GENERAL RESPONSIBILITIES**

### A. 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 on 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.

### B. 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.

### C. Contract Assignability

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

### D. 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.

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E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditure. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

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

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

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

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

**K. Responsiveness**

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

**L. Grievance Policy**

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

**M. Confidentiality**

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <https://first5sanbernardino.org/home-2/commission/> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

**N. 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.

**O. 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.

P. Conditions of Employment

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

Q. 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 at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
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 County's Director of Risk Management.

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

b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or  
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits  
or  
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.  
If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

R. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

S. Health and Safety

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

T. Contract Compliance/Equal Employment Opportunity

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

U. Attorney's Fees and Costs

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

V. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

W. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Brand Identity Guidelines.

X. 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.

Y. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [First5sanbernardino.org](http://First5sanbernardino.org).

**FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.**

Z. Pro-Children Act of 1994

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

AA. 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; and
- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental

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entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and

- 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**BB. Conflict Resolution**

The Commission and the County agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through the appropriate chain of command, as deemed necessary.

**CC. Environmental Requirements**

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-08](#)), which requires Contractors to use recycled paper for qualifications 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.

**DD. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the Commission using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$1,000 to any member of the Commission within the earlier of: (1) the date of the submission of Contractor's qualifications to the Commission, or (2) 12 months before the date this Contract was approved by the Commission. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Commission for 12 months after the Commission's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the Commission a written statement disclosing any campaign contribution(s) of more than \$1000 to any member of the Commission within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**VII. FISCAL PROVISIONS**

**A. Payment Provisions**

The Commission will disburse funds on a reimbursement payment process based.

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

**B. 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

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shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

**C. 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.

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.

**D. Supplanting of Funds**

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

**E. 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.

**F. Fiscal Record Keeping**

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

**G. Administrative Costs**

Compliance Requirement:

Administrative cost definitions must comply with the state commission's guidelines and the county commission must have a process in place to monitor these costs [Health and Safety Code sections 130140(d)(5) and 130151(b)(2)].

Suggested Audit Procedures:

1. Review meeting minutes to confirm that the commission adopted, in a public hearing and/or meeting, a limit on the percentage of the operating budget that may be spent on administrative functions.
2. Determine whether the administrative costs definition is consistent with the state commission guidelines that define administrative functions.
3. Verify through inquiry and inspection whether the county commission has implemented a system to monitor its administrative costs.
4. Include a finding in the Findings and Recommendations section of the audit report, if noncompliance is identified through the foregoing audit procedures. The finding should state that future allocations may be withheld.

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

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

- A. 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
  - Provide a thirty (30) day notice to 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.
- B. The Executive Director of the Commission shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.
- D. The Director of the Contractor is authorized to exercise Contractor'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.

### **IX. TERM**

- A. This Contract is effective as of July 1, 2026, and expires June 30, 2031, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

## X. GENERAL PROVISIONS

### A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing sent via email the representative of following respective addresses listed below.

**Contractor:**

**Commission:**

First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

- B. 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.
- C. 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.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. 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.
- F. 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.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this 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 Superior Court of California, San Bernardino County, San Bernardino District.
- H. 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.

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## XI. NONDISCRIMINATION

### A. General

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 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..

### 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.

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## XII. IMPROPER CONSIDERATION

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as,

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

### **XIII. 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 firms 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.

### **XIV.QUALIFICATIONS SUBMISSION**

#### **A. General**

1. All interested and qualified groups or individuals are invited to submit their qualifications for consideration. 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. 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.
4. Qualifications submissions may not be considered if they are conditional or incomplete.
5. Qualifications submissions must be received at the designated location, specified in Section II, Paragraph C – Correspondence, no later than the date and time specified in Section II, Paragraph E – Qualifications Submission Deadline.
6. All qualifications submissions and materials submitted become the property of the Commission.

**B. Procedures for Submitting Qualifications Packet**

1. Please submit one (1) Qualifications Packet electronically, in PDF format via email to [Scott.McGrath@fcfc.sbccounty.gov](mailto:Scott.McGrath@fcfc.sbccounty.gov)
2. The electronic PDF submission must be titled with the Consultants Name and "RFQ 26-01 Annual and Single Audit Reports".
3. Qualifications submissions must be submitted in an 8 1/2" by 11" format with no less than 1/2" top, bottom, left and right margins. Font size 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. License to Practice in California
6. Independence
7. Submitter Qualifications and Experience
8. Cost Proposal
9. Credentials/Resumes/Certifications/Licenses
10. References
11. Evidence of Insurability/Business Licenses
12. Financial Statements
13. Clarification, Exceptions, Deviations
14. Statement of Certification (Attachment A)
15. Local Preference Policy Form (Attachment B)

1. Cover Letter – Include a cover letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the firm or individual submitting the proposal, which must include the following information:
  - a. A statement that the Qualifications Application is submitted in response to the Request for Qualifications for Annual and Single Audit Report RFQ 26-01.
  - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the submitter.
  - c. A statement certifying that the undersigned, under penalty of perjury, is an agent

authorized to submit bids on behalf of the submitter.

d. A list of Former Commission Administrative Officials (as defined in Section V. B.) 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 Qualifications Application 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 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. Individual/Corporate/Company/Agency Profile – This section is designed to establish the submitter as an individual or entity with the ability and experience to operate the project as specified in the RFQ. The Individual/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. Individual/Corporate/Company/Agency overview of services or activities performed include:
    - i) A brief history of the submitter's practice or 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.
  - c. Whether the submitter 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) Provide in detail areas that will be audited and what types of information the submitter will review.
- iii) Give precise details on your project reporting mechanisms. Include:
  - 1) A complete description of how the interaction between the submitter 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.

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- 3) Describe the submitter's policies regarding this project to ensure proper compliance and quality assurance.
- 4) Provide the submitter's background checking procedures and company utilized.
- iv) Indicate whether or not the submitter 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.
- v) Provide a sample invoice.

5. License to Practice in California – An affirmative statement must be included verifying the submitter and all assigned key professional staff are properly licensed to practice in California.
6. Independence – The submitter should provide an affirmative statement that it is independent of the Commission as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's Government Auditing Standards.
7. Submitter Qualifications and Experience – To qualify, the submitter must have extensive experience in audits of local governments, comparable to First 5 San Bernardino, as well as experience with preparation of Comprehensive Annual Financial Statements in GASB 34 and GASB 54 format. Please include in the qualifications and experience statement a brief description of any work conducted previously for any First 5 Commission.
  - i) The submitter must provide a list of all current municipal clients.
  - ii) The submitter is also required to submit a copy of a report on its most recent external quality control review (peer review), with a statement whether that quality review included a review of specific government engagements (required by Government Audit Standards, 1994).
  - iii) The submitter shall also provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the submitter shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.
8. 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. Submitters 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. Submitters must fully explain inclusive blended rates, which include all of the Submitter'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.

9. 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.

Submitter 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.

10. References – All Submitters 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 Submitter'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.

11. Evidence of Insurability/Business Licenses – All Submitters shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract, the Submitter has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the Commission as additionally insured. The Submitter shall certify the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this RFQ has been awarded. Provide a copy of **current** business license or other applicable licenses.

12. Financial Statements – The Submitter 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 Qualifications Application submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the Submitter'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.

13. Clarification, Exceptions or Deviations – All Submitters shall describe any exception or deviation from requirements of the RFQ. Each clarification exception or deviation must be clearly identified. If there is no clarification, exception or deviation, a statement to that affect shall be included in this section. The following contractual terms are non- negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products (if applicable)
- Disputes
- Governing Law

14. Statements of Certifications (Attachment A) – Complete and include Attachment A in your response to this RFQ.

15. Local Preference Policy Form (Attachment B) – Complete and include Attachment B in your response to this RFQ.

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## XV. 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 Submitter 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 XIV – Qualifications Submission, subsection – C 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. Appeal

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 an agency that has submitted an RFQ in compliance with the RFQ 26-01 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 26-01 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.