REQUEST FOR PROPOSALS

FOR

EMERGENCY SHELTER

FOR FAMILIES
REQUEST FOR PROPOSALS (RFP)
FOR
EMERGENCY SHELTER FOR FAMILIES
COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE (DHA)

INSTRUCTIONS FOR PROPOSERS

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I. INSTRUCTIONS FOR APPLICANTS

Review all sections carefully and follow all instructions in this packet. Submit proposal package in accordance with instructions in this packet to:

Contracts Manager
Sacramento County Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825

PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS NO LATER THAN 3:00 P.M., TUESDAY, JUNE 2, 2017

LATE PROPOSALS WILL NOT BE ACCEPTED
POSTMARKS WILL NOT BE ACCEPTED
FAX SUBMISSIONS AND E-MAILS WILL NOT BE ACCEPTED
DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED
PROPOSALS THAT ARE NOT SEALED WILL NOT BE ACCEPTED
FUNDING CYCLE:  Fiscal Year 17/18 October 1, 2017 through June 30, 2018, with the possibility of two one-year extensions July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020, contingent on federal and state funding.

QUALIFIED APPLICANTS:  Public agencies, private for profit businesses, private nonprofit agencies

AMOUNT OF FUNDS:  The annual funding for these services is $1,352,993 in County General Fund, $1,314,540 for emergency shelter services and $38,453 for diversion assistance. The initial nine-months of the first term of the awarded contract is $1,014,744 in County General Fund (GF), $985,905 for emergency shelter services and $28,839 for diversion.

MANDATORY PROPOSER’S CONFERENCE:
A mandatory proposer’s conference is scheduled for Wednesday, May 24, 2017 at 1825 Bell Street, Suite 200, Sacramento, CA 95825. This conference will be held from 1:00 p.m. to 2:00 p.m. in conference room 230. No questions will be answered prior to or after the proposer’s conference. Proposer’s conference will close to additional attendees at 1:15 p.m. Proposal packets will only be accepted from those entities with representatives attending the mandatory proposer’s conference.

Purpose:
The purpose of the conference will be to discuss the requirements and objectives of the RFP and to answer questions and provide needed clarification relating to this RFP for questions submitted in advance as outlined below.

Submission of Questions:
- Proposers are strongly encouraged to submit any questions or requests for clarification in writing before the conference.
- Questions are to be received by DHA no later than 5:00 p.m., Monday, May 22, 2017.
- Please e-mail questions to DHA-Contracts@saccounty.net.

Follow-up to Proposer’s Conference
If any question or need for clarification should arise from the proposer’s conference, and that question cannot be readily answered during the conference, all attendees will receive an e-mail answer or explanation by close of business Tuesday, May 30, 2017.

71-J PROVISION:
This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that county employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any County employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.
**DATE** | **ACTIVITY** | **CONTACT/PHONE** | **LOCATION**
--- | --- | --- | ---
Monday, May 15, 2017 9:00 a.m. | RFP available to prospective proposers | Carrie Dunbar (916) 874-2006 DunbarC@CacCounty.net | DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825 And Online at: www.DHA.SacCounty.net

Wednesday, May 24, 2017 1:00 – 2:00 p.m. | MANDATORY Proposer’s conference | Reserve by 5:00 p.m. 5/22/2017 at: DHA-RFP-Reservations@SacCounty.net | DHA Conference Room 230 1825 Bell Street, Suite 200, Sacramento, CA 95825

Friday, June 2, 2017 3:00 p.m. DEADLINE | Final date and time to submit proposals | Carrie Dunbar (916) 874-2006 DunbarC@CacCounty.net | DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825

June 5-16, 2017 | Technical Review and Site Visits | | |

Tuesday, June 20-27, 2017 | Evaluation of proposals | | DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825

Monday, July 3, 2017 9:00 a.m. | Notice of proposed awards posted in DHA administrative office. | | Online at: www.DHA.SacCounty.net

Tuesday, July 11, 2017 3:00 p.m. DEADLINE | Final Date to submit written Protest of Awards | Ann Edwards, Director | DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825

*Tuesday, August 22, 2017 | Present recommended award to the Board of Supervisors | Ann Edwards, Director | DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825

**October 1, 2017 | Contract Begins | | **

* Contingent on resolution of the protest process
** Contingent on Board of Supervisors’ Approval
II. OVERVIEW OF THE REQUEST FOR PROPOSAL

A. BACKGROUND

Since 2006, DHA has provided financial support via CalWORKs and GF for emergency shelter for families experiencing homelessness. As of January 1, 2017, CalWORKs families experiencing homelessness may be eligible for the CalWORKs Temporary Homeless Assistance (THA) or Permanent Homeless Assistance (PHA) benefits once in a 12-month period, as opposed to once-in-a-lifetime under previous regulations. Once eligibility requirements are fulfilled, THA provides families with 16 consecutive days of temporary shelter and PHA provides families with move-in costs and up to two months of rent to prevent eviction.

Prior to the implementation of the once-in-a-lifetime regulation, the majority of CalWORKs families opted for re-housing assistance to resolve their housing instability through the CalWORKs Homeless Assistance program, rather than staying in an emergency shelter. It is expected that the repeal of the once-in-a-lifetime limit for Homeless Assistance, along with rental assistance for eligible families through the robust CalWORKs Housing Support Program (HSP), will result in a substantial increase in eligible applicants granted and ultimately a decrease in the number of homeless families seeking emergency shelter and/or their length of stay in shelter.

B. STATEMENT OF NEED

DHA seeks to contract with one or two experienced emergency shelter provider(s) to provide year-round emergency shelter services for families experiencing homelessness. Employing housing focused and low-barrier practices as detailed below, the provider(s) will serve a combined 33 homeless families per night, regardless of their circumstance and/or family configuration; considerations for circumstance and family configuration must include partners, pets and possessions. To ensure the most vulnerable families are able to immediately access emergency shelter, the provider(s) will prioritize serving families experiencing literal homelessness, defined as: unsheltered and living in a public or private place not meant for human habitation, such as cars, tents, parks, bus stations and abandoned buildings. The provider(s) will focus onsite services explicitly on the rapid rehousing of families in their emergency shelter and will actively collaborate with community partners to provide other supportive services, such as employment training and continued education, mental health and alcohol and other drug treatment; to ensure families do not rely on shelter staff for these longer-term services and to encourage families to engage with their community outside of the shelter, non-shelter related services should be offered by non-shelter staff and should occur outside of the shelter.

Prior to the execution or in the early implementation of the contract, the awarded provider(s) will collaborate with DHA to fully develop an entry approach into the emergency shelter(s) that will streamline the process and simplify access for families experiencing homelessness. Potential avenues may include a 2-1-1 intake and/or collaborating with other community-based organizations that serve the homeless family population daily. In addition to improving the consumer experience, the secondary intention of this process is to ensure DHA is aware of the number of vacant beds in any family shelter, on any given day. The provider(s) will collaborate with DHA to identify CalWORKs families awaiting emergency shelter who have not yet accessed the THA/PHA benefits in a 12-month period and who may be eligible to this aid, as well as CalWORKs HSP.

Provider(s) shall commit to the following day-to-day onsite shelter services: shelter, food, laundry, mail service, transportation services for children to attend school. It is also expected that services to help participants to quickly return to permanent housing (directly or through a third party provider); the emergency shelter(s) shall operate on a 24 hours per day/seven day a week basis and shall have at least one staff member on duty at all times.
Ideally, the length of stay for any family should not exceed 45 cumulative days, in any one instance of homelessness. If multiple providers are awarded, providers must develop a shelter-stay tracking mechanism across awarded shelters to prevent families from moving from shelter-to-shelter and to track the goal of 45 cumulative days.

A. POPULATION TO BE SERVED AND GEOGRAPHIC AREA
DHA serves a low-income, multi-lingual, multi-cultural population in Sacramento County. The Department desires proposals that will include strategies to reach participants in remote geographical areas, and/or who may be limited or non-English speaking, physically disabled, learning disabled, developmentally delayed, mentally ill, ex-felons and parolees. Access to all services, including access to reasonable transportation, must be provided to all families experiencing homelessness.

B. QUALIFICATIONS, EXPERIENCE AND KNOWLEDGE
Proposers must demonstrate that their staff have the knowledge and experience and are provided ongoing training in all pertinent areas required to provide the services proposed in the manner described and to achieve the expected outcomes. Proposers must have the resources necessary to fulfill the scope of this contract.

E. TERM
Pending final FY 2017-18 budget approval, the contract term for the above services will be for nine-month, commencing October 1, 2017 and ending June 30, 2018, with the option of two one-year extensions, contingent on County funding. DHA reserves the right to initiate a new RFP at any time during this period, if the Department determines it is necessary.

DHA may terminate any contract within thirty days without cause. DHA may terminate for cause immediately upon giving written notice if:

- Contractor materially fails to perform any of the covenants contained in the contract in the time and/or manner specified; or
- DHA is advised that funding is not available.

F. FUNDING
The annual funding for these services is $1,352,993 in County General Fund, $1,314,540 for emergency shelter services and $38,453 for diversion assistance. The initial nine-months of the first term of the awarded contract is $1,014,744 in County General Fund, $985,905 for emergency shelter services and $28,839 for diversion.
III. ADMINISTRATIVE RULES AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. All proposals must be typed and submitted on standard white paper, 8 1/2 inches by 11 inches in size, DOUBLE SPACED, one-sided, in print no smaller than 11 point font, with each page clearly and consecutively numbered, starting with the Proposal Narrative.

2. Staple each copy of the proposal in the upper left corner or secure the proposal with ordinary spiral binding. If proposal packet is too large to staple or spiral bind, secure packet by whatever means possible, but preferably using a method that can be easily taken apart to allow it to be copied. Elaborate artwork and expensive paper and bindings, expensive visual or other presentations are neither necessary nor desired.

3. All proposals must be submitted in the order specified in Section V of this RFP.

4. The proposal must be submitted in the legal entity name of the Proposer or an authorized representative. If the proposal is submitted by a corporation, the proposal must be signed by a corporate officer or a representative authorized by the organization. If such authorization is other than a corporate document, a copy of such authorization must be submitted to the DHA with the proposal. SIGNATURE FACSIMILE STAMPS WILL NOT BE ACCEPTED.

5. An original with original signatures in blue ink, and copies as required (Exhibit A- RFP Checklist) of the proposal must be enclosed in a sealed envelope or box bearing the name and address of the Proposer clearly visible, and plainly marked: "SEALED BID – RFP 2018-003 EMERGENCY SHELTER FOR FAMILIES". Proposals that are not sealed will not be accepted.

6. If any information contained in the response is considered confidential or proprietary by the Proposer, it must be clearly labeled as such and presented in a sealed envelope within the Proposer’s sealed response package. In order to assert the confidentiality of any such information if a Public Records Act is received, the Proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality as part of the proposal. The agreement is available upon request and must be submitted with the proposal.

7. Additional material submitted with the proposal that has not specifically been requested in this RFP, WILL NOT be forwarded to the Review Committee.

8. Proposals must be submitted either by mail or by personal delivery to:
   Contracts Manager
   Sacramento County Department of Human Assistance
   1825 Bell Street, Suite 200
   Sacramento, CA 95825

Proposals not received by 3:00 P.M., Friday, JUNE 2, 2017, at the above address will be rejected.

Proposals submitted to any other office will not be accepted. It is the responsibility of the Proposer to submit the proposal by the time and date to the address specified above.

Postmarks will not be accepted. Fax submissions will not be accepted.

DHA will reject any proposal not meeting any RFP requirement.
B. RULES GOVERNING RFP COMPETITION

1. **Proposer's Cost for Developing Proposal**
   Costs for developing and submitting proposals are the responsibility of the Proposer and shall not be chargeable in any way to the County of Sacramento or DHA.

2. **Addenda and Supplement To RFP**
   If revisions or additional data to the RFP become necessary, DHA will provide addenda or supplements.

3. **Property of the County**
   All proposals submitted become the property of the County and will not be returned. As part of the review and selection process, the proposals may be reviewed and evaluated by County staff and representatives from other public agencies and/or individuals from the private sector.

4. **Confidentiality**
   All proposals shall remain confidential until the evaluation process is completed, proposed awards have been posted, and the Board of Supervisors has awarded the contracts for this service.

5. **False or Misleading Statements**
   Proposals which contain false or misleading statements, or which provide reference which do not support an attribute or condition contended by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal and the attribute, condition, or capability is a requirement of the RFP, the bid shall be rejected.

6. **Proposer Responsibility**
   The Proposer is expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure or omission to examine any relevant aspect of this RFP will not relieve you, as a Proposer, from any obligation regarding this RFP. By submitting a response, the Proposer is presumed to concur with all terms, conditions, and specifications of this RFP.

7. **Reference Check:**
   Submittal of a response authorizes DHA to investigate without limitation the background and current performance of your agency. Input of references regarding your capacity to perform in relation to all aspects of this RFP will be used.

8. **Right of the County**
   The County reserves the right to:
   a. Negotiate changes to proposals.
   b. Request additional written or oral information from Proposers in order to obtain clarification of their responses.
   c. Reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at the County’s discretion whenever it is determined to be in the County’s best interest.
   d. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
   e. Recommend and/or award an amount less than stated in the RFP, if an amount is stated, and negotiate a reduction or increase in service levels commensurate with funds availability.
   f. Enter into negotiations with the competitor who submitted the next highest-rated proposal, or issue a new RFP, if the competitor, who is selected through this RFP, fails to accept and meet the terms of the standard County contract.
9. **Rejection of Proposals**
   a. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County to do so.
   b. Failure to furnish all information required in this RFP or to follow the required proposal format shall disqualify the proposer, including agencies that would otherwise qualify for the funding. Any exceptions to the scope of work required by this RFP must be justified in the proposal.

10. **News Releases**
    News releases pertaining to this RFP and its award will not be made without prior approval of the County.

C. **SELECTION PROCESS AND AWARD CRITERIA**
    Evaluation of proposals and recommendation for contract(s) award(s) are conducted as follows:

1. The sole purpose of the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs. Any final analysis or weighted point score does not imply that one Proposer is superior to another, but simply that in our judgment that the Proposer that was selected appears to offer the best overall solution for our current and anticipated needs. This RFP will be awarded to the Proposer(s) whose offer provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of the County.

2. All proposals shall be reviewed to determine whether they meet the content and format requirement specified in the RFP. Incomplete proposals will not be forwarded to the evaluation committee; they will be rejected prior to review. Rejected proposals will not be returned, but Proposers will be notified in writing that the proposal was rejected in the initial screening process.

3. As part of the technical evaluation, County staff will conduct a site visit, to certify the agency does meet all requirements of this RFP. Site certifications will take place between June 5, 2017 and June 16, 2017.

4. All proposals meeting the content and format requirements shall then be submitted to an evaluation committee, which shall evaluate the proposals based on specific award criteria. The evaluation committee members will independently rank each proposal, and the separate rankings will be accumulated for an overall ranking of all proposals.

5. Recommended awards will be made for one or more Proposers who are responsive to the requirements of the RFP and have demonstrated knowledge and experience that meet the requirements described.

6. In the event that fewer than three proposals are submitted, the County has the right to make a selection from among the proposals that are submitted, to reissue the RFP in order to obtain sufficient responsible proposals, or to cancel the RFP and either negotiate a sole source contract or elect to provide the services within the department.

7. Proposers may be requested to give oral presentations to the evaluation committee before the final recommendations are made. The oral interview will consist of standard questions asked of each of the Proposers and specific questions regarding the specific proposal.
8. Attempts by Proposer to contact and/or influence members of the Evaluation Committee will result in disqualification of Proposer.

D. NOTICE OF AWARD AND OPPORTUNITY TO PROTEST

1. A list of all proposed awards shall be posted at [www.DHA.SacCounty.net](http://www.DHA.SacCounty.net) for five (5) working days, beginning Monday, July 3, 2017, 9:00 a.m.

2. Any respondent wishing to protest the proposed award must submit a written letter of protest by 3:00 p.m., Tuesday, July 11, 2017. Submit this correspondence to:

   Director  
   Department of Human Assistance  
   1825 Bell Street, Suite 200  
   Sacramento, CA 95825

3. Protests shall be limited to the following grounds:

   • Procedural irregularities (for example, one or more Proposer treated differently than other Proposers by allowing them to submit additional information after the deadline).

   • Conflict of interest (for example, a member of the Selection Committee is a member of the Board of any bidder organization).

   • County is proposing to award the contract to a Proposer other than the Proposer judged to be qualified by the evaluation committee.

4. The protest letter must contain a complete statement of the basis for the protest.

5. The protest letter must include the name, title, address, e-mail address and telephone number of the person representing the protesting party.

6. County shall investigate all written protests and a response shall be sent by the Director to the Proposer.

7. Awards are not final until approved by the Sacramento County Board of Supervisors.

IV. PROGRAM NARRATIVE

A. PURPOSE

1. Scope of Work

   Emergency shelter for homeless families is intended to deal with a specific crisis or episode of need and connect families to mainstream services to address ongoing conditions, such as mental health or substance abuse treatment. Provider(s) will focus onsite services to shelter and rapidly rehouse shelter families; therefore, community partnerships will be critical in addressing other areas of support. Staff should be aware of and know how to access community resources that help participants achieve their housing placement and stabilization goals, including services for: employment, education, mental health treatment, alcohol and other drug treatment, and legal services.

2. Required Services

   Proposer(s) recommended for funding shall provide basic onsite sheltering services for families in a facility that is safe, sanitary, accessible, and meets all applicable building, safety, and health codes. Sheltering services include sleeping and hygiene (showers, toilets, etc.) accommodations, three meals per day, laundry, mail service, transportation services for children to attend school, pet accommodation, storage facilities, and direct or contracted services to assist participants to return quickly to permanent housing. The emergency shelter(s) shall operate 24 hours per day/seven days a week and shall have at least one staff member on duty at all times.

   Details on basic onsite services are as follows:
i. **Sleeping Accommodations**
   One bed per family member, in a safe, sanitary and accessible facility that is available 24 hours per day/seven days a week

ii. **Hygiene Accommodations**
   - Sufficient supply of clean and reasonably private toilets and wash basins, with hot and cold running water
   - Sufficient quantity of clean and reasonable private bathing facilities with hot and cold running water
   - Provision of clean towels, soap and toilet paper

iii. **Food**
   - Access to three, well-balanced and hot meals per day, per person
   - Reasonable accommodation for persons with a special dietary need documented by a medical provider

iv. **Laundry**
   - Shelter participant access to laundry facilities
   - Clean linen upon entry to shelter and at least once per week

v. **Mail Service**

vi. **Transportation Services for School-aged Children**

vii. **Pet Accommodation**
   - Kennel accommodation for one pet per family
     - NOTE: This does not apply to service animals, which must be accommodated to remain with the family, per ADA requirements

viii. **Storage Facilities**
   - Onsite, secure storage must be made available to families to store their belongings while they remain in the shelter

ix. **Needs Assessment**
   Upon shelter entry, all families will receive a needs assessment relative to:
   - Immediate health and safety needs pertinent to providing appropriate shelter accommodations
   - Referral to Continuum of Care resources and to link to CalWORKs staff
   - Information relevant to securing housing, such as preferences and factors that directly relate to housing instability (e.g. factors that would cause a landlord to reject a family’s application for housing)

x. **Housing Focused Case Management Services**
   Housing focused case management services can be administered via a referral to a third party or provided in house.
   - Within seven days from shelter entry, all families are assisted with a housing-based service plan designed to meet the unique needs of each household and the shortest possible shelter stay is facilitated.
     - While all services are voluntary, case managers will be skilled in motivational interviewing and engagement tactics
   - Families are assisted through direct or contracted services in finding and securing permanent housing as quickly as possible; services include but are not limited to:
     - Intensive housing search/location services
     - Landlord negotiating assistance
Rental application completion, including applications for subsidized housing
Moving assistance, including the logistics of moving into permanent housing

xi. **Diversion Assistance**
- Administer diversion assistance
- Track information on families who receive assistance to improve diversion services

3. **Customer Eligibility and Low Barrier Access**
   i. **Eligibility**
   Families eligible to receive emergency shelter and services must have at least one adult with at least one dependent child under the age of 18 and have become homeless while residing in Sacramento County. The shelter must prioritize serving families experiencing literal homelessness who are unsheltered and have a primary nighttime residence that is a public or private place not meant for human habitation, such as cars, tents, parks, bus stations or abandoned buildings. Other literally homeless families may be served, including families living in a publically or privately operated shelter designated to provide temporary living arrangements, or where a head of household is exiting an institution where he or she resided for 45 days or less and was homeless immediately before entering. A small percentage of families may enter the shelter from a housed situation when diversion is not possible. Families eligible to receive diversion assistance must be about to become homeless and have no other safe and appropriate housing or resources to stabilize their housing.

   ii. **Low Barrier**
   The awarded provider(s) shall ensure low-barrier entry requirements and easily accessible assistance to all families meeting the above criteria, including, but not limited to, people who have:
   
   - no income/employment or income/employment history
   - active or past history of substance abuse and/or mental health issues, or
   - past involvement with criminal justice system.

   Exits to other homeless situations should be avoided, even when program rules are violated. People who pose an imminent risk of harm to themselves or others may be exited to more appropriate assistance, such as to locations with more intensive programs. People only move to other shelter or transitional housing when they desire and choose, when it is more appropriate to their health and safety needs, and when no permanent housing solutions are currently available that are a similar or better match for their preferences and needs.

4. **Other Requirements**
   The awarded provider(s) will:
   
   - Provide monthly and quarterly reports regarding the metrics identified under the Expected Outcomes of this RFP and other requested information relative to shelter compliance and performance
   - Enter and update their shelter statistics in the Homeless Management Information System (HMIS)
   - Designate staff to meet with DHA’s supervisory and or management staff at least quarterly to discuss and review homeless services, trends and performance outcomes
   - Provide all DHA staff with 24-hour access to the program facility and to the families participating in emergency shelter
   - Guarantee client rights and confidentiality
Ensure that no portion of the contract budget is spent on recruitment, or ongoing staff training, depreciation, organizational costs (advertisements, pamphlets about the organization, surveys), entertainment, conferences, fundraising, public relations, bad debt, mortgage payments or lobbying activities

- Be responsible for all program facility and utility costs

- Ensure program staff, hired youth and volunteer staff who will have direct contact with shelter children will be cleared by Contractor at its expense through the Department of Justice Fingerprinting System prior to providing services to ensure that each staff member has no past conviction involving crimes against children or that pose a potential risk to the well-being of children

- Maintain the facility including all related janitorial, kitchen, and general up keep of the facility

B. EXPECTED OUTCOMES

1. Average no more than five percent vacancy rate per month
2. Serve a minimum of 227 (eighty-five percent) of the annual 268 family goal by the contract term
3. Eighty-five percent of families will enter the shelter from an episode of literal homelessness and the remaining fifteen percent may enter from a housed situation where homelessness was unavoidable (e.g. homelessness could not be thwarted with diversion)
4. Ninety percent of families will be assessed upon entry to shelter and complete a housing plan within seven days of entering the shelter
5. Seventy percent of the annual number of families leaving the shelter during the year will exit the shelter into permanent housing
   5.a. Seventy percent of the families leaving the shelter into permanent housing will maintain housing six months from shelter exit
6. One hundred percent of families who receive diversion assistance will complete an informational survey capturing their need for diversion
7. Eighty percent of families who complete a customer satisfaction survey at shelter exit will rate their over shelter-stay in safety and service as satisfactory
V. PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATION REQUIREMENTS

Proposers must prepare a proposal, which includes the items specified below in the order specified below.

A. **RFP CHECKLIST** (Exhibit A in this Packet)

B. **RFP COVER LETTER (0 POINTS)**
The RFP cover letter is included in this packet as Exhibit B. It must be fully completed and submitted with the proposal. You may type directly on this Exhibit OR you may prepare your own statement cover letter using a typewriter or word processor. If Exhibit B from this packet is not used, it is the Proposer’s responsibility to be sure that the format exactly follows Exhibit B and no information is omitted.

C. **TABLE OF CONTENTS (0 POINTS)**
Provide a table of contents, which identifies all major sections of the proposal by page number. All exhibits/attachments must also be referenced by page number.

D. **PROPOSAL NARRATIVE: Includes Organizational Experience and Capacity, Program Services and Services Approach (90 POINTS)**
Sections to the Proposal Narrative as follows:

**Organizational Experience and Capacity (30 POINTS)**
- If your organization has been in a contract with DHA in the last three years, describe:
  - The services contracted for,
  - The contract year and funding amount, and
  - Whether the organization has any unresolved monitoring findings that pose a substantial risk to DHA
    - If findings exist, discuss your organization’s immediate plan to address these findings

- Describe your organization’s experience providing emergency shelter and re-housing services for families, including the number of years and funding partners. Include the number of beds or units.

- Describe your organization’s experience in providing low-barrier emergency shelter services to persons or families experiencing homelessness with complex issues. Be as specific as possible.

- Describe your organization’s experience in coordinating with local community services to connect persons or families experiencing homelessness to mainstream support (e.g. mental health treatment). NOTE: Any community service provider named in this section must provide a letter of reference.
  - Is the coordination a formalized process between organizations (e.g. via Memorandums of Understanding)? NOTE: MOUs must be attached.

- Describe how your organization currently tracks and measures program and family outcomes. Describe if the following indicators are currently tracked, how they are measured and include the most recent outcome data, if available.
  - Average current family length of stay
  - Employment and income outcomes
  - Permanent housing retention rates

If proposer does not currently track and measure outcome data for an emergency shelter program, describe the organization’s plan to track.
• Provide a chart of your complete organizational structure and place an asterisk next to each position you are requesting funding for through this RFP. Include a brief description of each position in your requested program. NOTE: Organizational charts for the current and proposed programs must be attached.

• Staffing
  ▪ Provide job descriptions and minimum qualifications, for all staff you are requesting funding for through this RFP. NOTE: All staffing requested for funding through this RFP must be identified in the budget.
  ▪ Include resumes for individuals for key staff who will be directly administering the program.
    • For key staff, describe current or planned training to ensure highest quality service to program participants.

Program Services (30 POINTS)
• Fully explain how your organization currently working with families experiencing homelessness and how that work would change if the proposed program were to receive funding.
• Understanding DHA will control family entry into an emergency shelter program, discuss how the program rules for ongoing participation are low-barrier and how your organization will re-evaluate rules and requirements for families regularly. NOTE: Attach client and participation rules.
• Many current family shelters require an orientation prior to family entry into entry. Under the redesigned system, family referrals will come directly from DHA. Describe how your organization intends to orient families’ to shelter services at the time of entry.
• The awarded program must accommodate pets, personal possessions and families of various configurations. Describe if/how your organization currently provides these accommodations and how your organization intends to address them if recommended for funding. Be as specific as possible.
• Describe all basic onsite services and how the services will meet or exceed the needs of the proposed target population. Be sure to include:
  ▪ How your organization will ensure your facilities are safe, sanitary and well-maintained.
  ▪ How meals are prepared and served, including how menus are selected and who is responsible for accommodating special dietary needs.
  ▪ Coordination of transportation services for school-aged children.
  ▪ Assessing client needs.
  ▪ Housing-focused case management and whether re-housing services will be delivered directly or subcontracted. Describe approach in delivering (or subcontracting for) re-housing services, including:
    • Specific re-housing services to be offered
    • How staff will ensure families complete a housing-based service plan within seven days from shelter entry and what the plan will include
    • Staff roles and responsibilities
  ▪ How will the organization self-monitor and evaluate services to meet all expected outcomes? NOTE: All expected outcomes must be discussed.
• Fully describe how your organization intends to administer diversion to prevent families’ from entering into homelessness and requiring emergency shelter services. Include:
  ▪ Diversion target population
  ▪ Diversion services
  ▪ Approval criteria
    ▪ How and to whom payments will be made
Services Approach (30 POINTS)

- The core values of the Department of Human Assistance are: compassion, integrity, trust and innovation; describe how your organizational values align with DHAs and how you will ensure these values are integrated into daily services to families.
- Describe how your organization is skilled at providing family-centered and strength-based supportive services. Describe evidenced-based training (e.g., motivational interviewing) that staff currently receives or is planned. Be as specific as possible.
- Describe the organization’s commitment to delivering services with cultural competency by discussing the area’s below:
  - How organizational policies and procedures, program philosophies and mission statements reflect a value for cultural competency.
  - How issues regarding cultural and linguistic competency are addressed and what quality assurance systems are in place to assure continual improvement.
  - How bilingual services will be provided to families.
- Explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County.

E. BUDGET (5 POINTS)

Use Exhibit C from this packet to provide information for your proposed budget. Proposers must submit a complete organizational operating budget, as well as a complete budget for the proposed program.

F. REFERENCES (5 POINTS)

Proposers must submit at least three references. All references given must have had services rendered by you at the present time or within the last two years. References must be satisfactory as deemed solely by the County. References must be for services similar in scope, volume and requirements to those given in these specifications, terms and conditions. Information to include:
- Company/Agency name
- Contact person (name and title), must be a person directly involved with the services provided
- Complete street address
- Telephone number
- Type of business and type of service provided
- Dates of service

The County may contact some or all of the references provided to determine the Proposers performance record for similar services. The County reserves the right to contact references other than those provided and to use the information gained from them in the evaluation process.

G. INSURANCE REQUIREMENTS (Exhibit D)

The successful proposer(s) shall be required to obtain and maintain insurance according to County requirements, described in Exhibit D of this packet. Proposer must sign the Proposer’s Statement Regarding Insurance Coverage located on the last page of Exhibit D. If a proposer currently does not have insurance in the amounts specified in Exhibit D, do not obtain increased coverage before a contract is offered by the County.

After proposals are evaluated and a contractor(s) is selected, the proposed contractor(s) must provide an original current certificate of insurance within five working days of the notification of selection and offer of a contract. The certificate of insurance must provide proof of coverage in compliance with standard County insurance requirements, as specified in Exhibit D of this RFP packet. Failure to conform to insurance requirements within this time period shall constitute grounds for termination of contract negotiations.
H. NONPROFIT STATUS/ARTICLES OF INCORPORATION
Nonprofit organizations must provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board.

A copy of the organization's Articles of Incorporation and an authorization from the governing board allowing submission of the proposal must be included. If an organization is in the process of being incorporated by the California Secretary of State's Office, a proposal may be submitted contingent upon providing proof of the incorporation process, when completed.

Corporations must complete this process prior to the execution of a contract.

I. CHILD SUPPORT ORDINANCE (Exhibit E)
Proposers are required to read, complete, sign and date the “County of Sacramento Contractor Certification of Compliance Form for those with Court-Ordered Child, Family and Spousal Support” and complete the “Contractor Identification Form”, including the Company Name, Company Address and Completed By sections.

J. NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE (Exhibit F)
Proposers must read the Statement of Compliance and Nondiscrimination Clause, and sign the form. The Statement of Compliance form must accompany each proposal to comply with Government Code Section 12990 and California Administrative Code, Title II, Division 4, and Chapter 5.

K. DEBARMENT AND SUSPENSION CERTIFICATION (Exhibit G)
Proposers must read and sign the Debarment and Suspension Certification. This certification must accompany each proposal to comply with Code of Federal Regulations, 45 CFR, Part 76.100. County shall verify that Proposer is not listed on the System for Award Management site at: www.sam.gov. Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.

L. FIVE OR MORE EMPLOYEES (Exhibit H)
Submitters must read and sign the Five or More Employees Statement (Exhibit H).

M. PROOF OF SIGNATURE AUTHORITY
Proposer must provide documentation that the person who signs this proposal is authorized to negotiate on behalf of this corporation and that the signatures recorded are the true and correct signatures of the designated individuals. Samples of acceptable proof are a Resolution by the Board of Directors or letter of Delegated Authority stating those with signature authority which includes the printed name and signature.

N. FINANCIAL STATEMENT AND ACCOUNTING SYSTEM
Submit your latest audited financial report, completed by an independent certified public accountant, for the most recently completed fiscal year. If the audit is of a parent firm, the parent firm shall be party to the contract. Evidence of solvency and acceptable accounting practices is required. Governmental agencies are exempt from this requirement.

Proposers’ audited financial statements must be satisfactory, as deemed solely by County, to be considered for contract award.

If an audited financial statement is not available please submit:
• A Federal Income Tax Return for the most recently completed calendar year, or
• An internally prepared annual financial statement for the most recently completed calendar year
O. COST ALLOCATION PLAN
Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.

Proposers’ cost allocation plan must be satisfactory, as deemed solely by County, to be considered for contract award.

P. READ ONLY EXHIBITS
i. Good Neighbor Policy
ii. Charitable Choice

Q. ADDITIONAL INFORMATION
b. County Provided Additional Information
c. Any additional information that you provide, that has not been explicitly required in the RFP will be rejected and will not be used in the review, scoring or ranking of your proposal. It is the proposer’s responsibility to ensure that all pertinent information is contained in the response areas listed above
VI. EXHIBITS

Read, complete, sign and return all required documents, including provided Exhibits A-H (Exhibit I is Read Only)

1) RFP Checklist – Exhibit A
2) RFP Cover Letter – Exhibit B
3) Table of Contents – provided by applicant
4) Proposal Narrative – provided by applicant
5) Budget Forms and Instructions – Exhibit C
6) References – provided by applicant
7) Insurance Requirements – Exhibit D
8) Non-Profit Status/Articles of Incorporation – provided by applicant
9) Child Support Ordinance/Certificate of Compliance/Contractor Identification Form – Exhibit E
10) Nondiscrimination Clause/Statement of Compliance – Exhibit F
11) Debarment and Suspension Certification – Exhibit G
12) 5 or More Employees Statement – Exhibit H
13) Proof of Signature Authority – provided by applicant
14) Financial Statement of Accounting System – provided by applicant
15) Cost Allocation Plan – provided by applicant
16) Read Only Exhibit – Exhibit I
   ▪ Good Neighbor Policy
   ▪ Charitable Choice
17) Additional Information
Exhibit A - RFP CHECKLIST

The following list identifies all items that must be submitted in your proposal package. Space for check marks is provided in the left margin for your convenience.

Signatures must be in BLUE ink. Your proposal packet must include one (1) original proposal with original signatures and all documents listed below, plus five copies of items 1 through 5.

1. RFP Checklist  Proposer must sign the Checklist (Exhibit A – this page)
2. RFP Cover Letter/Intent to Meet RFP Requirements/Proposers Statements (Exhibit B in this packet)
3. Table of Contents  (Must Include page numbers – provided by Applicant)
4. Proposal Narrative  (Provided by Applicant)
5. Budget  (Exhibit C in this packet)
6. References  (Provided by Applicant – References will be verified)
7. Insurance Requirements  Applicant must sign the Proposers Statement Regarding Insurance Coverage (Exhibit D - “Insurance Requirements” in this packet)
8. Nonprofit Organization Status/Articles of Incorporation  Provided by Applicant – must submit:
   - Evidence of their tax exemption status as defined by the Internal Revenue Service and the Franchise Tax Board, and
   - All corporations must show evidence of incorporation by the California Secretary of State.
9. Child Support Ordinance  Applicant must read the Child Support Ordinance, complete and sign the Contractor Certification of Compliance form, and complete and sign the Contractor Identification Form (Exhibit E in this packet).
10. Nondiscrimination Clause/Statement of Compliance  Applicant must read the Nondiscrimination Clause and complete and sign the Nondiscrimination Statement of Compliance. (Exhibit F in this packet)
12. Five or More Employees Statement  Applicant must sign (Exhibit H in this packet)
13. Proof of Signature Authority  Provide proof that the person who signs this proposal is authorized to negotiate on behalf of this corporation.
14. Financial Statement  Provided by Applicant (Government agencies are exempt) All proposers must submit an audited financial statement for the most recently completed fiscal year by an independent, certified public accountant. You must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:
   - A Federal Income Tax Return for the most recently completed calendar year; or
   - An internally prepared annual financial statement for the most recently completed calendar year
15. Cost Allocation Plan  Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.
16. Good Neighbor and Charitable Choice Policy  Read Only (Exhibit I in the packet)
17. Additional Information  (provided in this packet)

Signature of Proposer’s Authorized Representative  Date
EMERGENCY SHELTER FOR FAMILIES

RFP NO. 2018-003

EXHIBIT B

RFP COVER LETTER AND PROPOSER’S STATEMENTS

INTENT TO MEET RFP REQUIREMENTS

TO: COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
1825 Bell Street, Suite 200
Sacramento, CA 95825

Attention: Contracts Manager

SUBJECT: EMERGENCY SHELTER FOR FAMILIES

TYPE OF BUSINESS/AGENCY: (CHECK ONE)

☐ Public ☐ Corporation ☐ Private Nonprofit ☐ Private for Profit ☐ Individual Owner ☐ Partnership

Name of Proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of Proposer (Street, City, Zip Code)

Proposer's Federal Tax Identification Number

Contact Person (Please Print) (NAME, TITLE, PHONE NUMBER)

Fax Number of Proposer

E-Mail Address of Proposer

Name and title of person(s) authorized to sign for agency, Phone Number, Fax Number and E-Mail address
PROPOSER’S STATEMENTS

1. Number of years prospective contractor has been in business under present business name, as well as prior or related business names: ________________________________

2. Number of years prospective contractor has been licensed: ________________________________

3. Number of years of experience prospective contractor has had in providing required, equivalent, or related services: ________________________________

4. List contracts completed in last five years. If there are too many to list below, add an attachment.

<table>
<thead>
<tr>
<th>Year</th>
<th>Contracting Agency</th>
<th>Type of Service</th>
<th>Location</th>
<th>Amount</th>
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5. List contracts, or other commitments (e.g. consulting arrangements), currently in force. If there are too many to list below, add an attachment.

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<tr>
<th>Year</th>
<th>Contracting Agency</th>
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6. Provide details of any failure or refusal to complete a contract.

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________
7. If not a governmental agency, complete the following:
   
a. Does the agency hold a controlling interest in any other organization?
   
   □ Yes  □ No
   
   If yes, list organizations.

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   b. Is the agency owned or controlled by any other person or organization?
   
   □ Yes  □ No
   
   If yes, list person(s) or organization(s).

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   c. Financial interest in any other business:

   ____________________________________________________________

   d. Name of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years:

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<tr>
<th>Name of Business Associate</th>
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8. Briefly describe the agency's experience in the service to be provided as well as the experience of principal individuals who would be involved in this project.

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
9. Briefly describe any litigation involving the agency, or principal officers thereof, in connection with any contract.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

10. Is all major equipment necessary to complete this project currently on hand?

☐ Yes ☐ No

If no, list all major equipment that needs to be purchased.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

11. List any commitments or potential commitments, which may impact assets, lines of credit, or guarantor letters, or otherwise affect the Proposers’ ability to perform the contract services.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

12. Attach copies of all professional licenses or certificates required by the nature of the contract work to be performed.

13. Attach a resolution from your agency’s Board of Directors authorizing the agency to submit this application.
Certification

I certify that all statements in this Exhibit B, Proposers Statements, are true. This certification constitutes a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result hereof to be void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that ________________________________ will comply with all requirements specified in the ________________________________ RFP which are applicable to the services which we wish to provide. I agree to the right of the County, State, and Federal government to audit ________________________________ financial and other records.

______________________________
Print Name of Proposer or Authorized Agent

______________________________
Signature of Proposer or Authorized Agent

______________________________
Date

SIGNATURES MUST BE IN BLUE INK

Proposal responses must include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the Proposer.
Name of organization: _________________________________________________________________

Number of beds in facility if dormitory style shelter: ____________________________________

**Staffing-Administrative (annual cost includes salary, benefits, insurances, etc...):** e.g. Executive Director, Payroll, etc...

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<th>Position Title</th>
<th>Annual Cost</th>
<th>Percent Applied to this Proposal</th>
<th>Proposal Request</th>
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**Staffing-Case Management (annual cost includes salary, benefits, insurances, etc...):** e.g. Housing Specialists, Social Workers and others who directly engage with clients

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**Operations:** Expenses associated with providing direct clients services, e.g. security, food, laundry service, transportation, etc...

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EMERGENCY SHELTER FOR FAMILIES  
EXHIBIT C  
BUDGET FORMS AND INSTRUCTIONS

**Facility:** e.g. lease, utilities, janitorial, etc...

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**Miscellaneous:** e.g. administration of diversion

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EMERGENCY SHELTER FOR FAMILIES
RFP NO. 2018-003
EXHIBIT D
INSURANCE REQUIREMENTS

A sample of the insurance exhibit included in the standard Sacramento County agreement follows this page.

The types of insurance and minimum limits required for any agreement resulting from this RFP are specified in this sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

If agency's current insurance coverage does not conform to the requirements of the attached insurance exhibit, **DO NOT OBTAIN ADDITIONAL INSURANCE UNTIL A CONTRACT IS OFFERED.**

You must complete and sign the Applicant’s Statement Regarding Insurance Coverage, on the last page of this Exhibit. If the Applicants Statement Regarding Insurance Coverage is not included in your package, your packet will not be considered by the department.

If your packet is chosen for contract award, and your current insurance does not meet the requirements specified in the attached insurance exhibit, you must provide proof of the required insurance coverage within five working days of the date a formal contract offer is made by the County.

Contact Eric Moscrop Contract Manager, 875-3558, for any further information you may require regarding insurance coverage.
EMERGENCY SHELTER FOR FAMILIES
RFP NO. 2018-003
EXHIBIT D
COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR’s indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY’s requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits, including Sexual Molestation and Abuse. Copies of required endorsements must be attached to the provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. General Liability: Insurance Services Office’s Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Sexual Molestation and Abuse, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.


Commercial Automobile Liability: Auto coverage symbol “1” (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.

C. Workers’ Compensation: Statutory requirements of the State of California and Employer’s Liability Insurance.

D. Professional Liability or Errors and Omissions Liability insurance, including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR’s General Liability), appropriate to CONTRACTOR’s profession.
E. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverages (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- General Aggregate: $2,000,000
- Products Comp/Op Aggregate: $1,000,000
- Personal & Adv. Injury: $1,000,000
- Each Occurrence: $1,000,000
- Fire Damage: $100,000
- Sexual Molestation and Abuse: $250,000/$1,000,000
  (Per person or occurrence/annual aggregate)

B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.

2. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

C. Workers’ Compensation: Statutory.

D. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.

E. Professional Liability or Errors and Omissions Liability: $1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than $250,000 per person or occurrence and $1,000,000 annual aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

B. Maintenance of Insurance Coverage: The Contractor shall maintain all insurance coverage and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

C. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.

B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR’s insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR’s insurance and shall not contribute with it.

C. Severability of Interest: CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR’s subcontractor.

VIII. PROFESSIONAL LIABILITY

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.
IX. **WORKERS’ COMPENSATION**

Workers’ Compensation Waiver of Subrogation: The workers’ compensation policy required hereunder shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers’ compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

X. **NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR’s performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process if a lawsuit.
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT D
APPLICANT’S STATEMENT REGARDING INSURANCE COVERAGE

The successful applicant shall be required to obtain and maintain insurance according to County requirements, described in this Exhibit. If an applicant currently does not have insurance in the amounts specified this Exhibit, applicant should not obtain increased coverage before a contract is offered by the County.

APPLICANT HEREBY CERTIFIES that Applicant has reviewed and understands the insurance coverage requirements specified in Exhibit C of this packet. Should Applicant be awarded a contract, Applicant further certifies that Applicant can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the County of Sacramento as Additional Insured.

Name of Applicant (Legal Entity)

________________________________________
Signature of Applicant’s Authorized Representative

________________________________________
Name & Title of Authorized Representative

________________________________________
Date of Signing

SIGNATURES MUST BE IN BLUE INK
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT E
CHILD SUPPORT ORDINANCE

Contract Language:

CHILD SUPPORT COMPLIANCE CERTIFICATION:

A. CONTRACTOR’S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR’S failure to cure such default within 90 days of notice by COUNTY shall be ground for termination of this Agreement.

C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner’s name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.
COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM
FOR THOSE WITH COURT-ORDERED
CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business or desire to do business with:

CONTRACTOR hereby certifies that either: (choose one of four)

☐ (a) the CONTRACTOR is a government or non-profit entity (exempt),
☐ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt),
☐ (c) each Principal Owner (25% or more), does not have any existing child support orders,
☐ (d) CONTRACTOR’S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (866) 901-3212, by writing to P. O. Box 269112, Sacramento, 95826-9112, or by E-mailing: DCSS-BidderCompliance@saccounty.net.

____________________________________  __________________
CONTRACTOR  DATE

____________________________________
Signed Name

____________________________________
Printed Name

SIGNATURES MUST BE IN BLUE INK
CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

If not exempt, CONTRACTOR TO COMPLETE:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
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<table>
<thead>
<tr>
<th>Taxpayer ID</th>
<th>Company Telephone Number</th>
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1. Do you or anyone else own 25% or more of this Contractor/Company? Yes ☐ No ☐ (Sole Proprietors answer yes)

2. If so, is dependent health insurance available to/or through Contractor/Company? Yes ☐ No ☐

If YES to question #1, please complete the following as to each of these individuals:

<table>
<thead>
<tr>
<th>Principal Owner Name</th>
<th>Social Security #</th>
<th>Residence Telephone #</th>
<th>Residence Address</th>
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Completed by: ___________________________ Date: __________________

DEPARTMENT TO COMPLETE: (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)

<table>
<thead>
<tr>
<th>Contract/PO #</th>
<th>Amount Paid/Payable $</th>
<th>Term</th>
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</tbody>
</table>

Department Submitting Information: ___________________________
Department Contact Person: ___________________________
Telephone Number: ___________________________ E-mail Address: ___________________________

Department to submit form to the Department of Child Support Services, Mail Code 38-001, attention Contractor Match or to FAX # 875-9696
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT F
NONDISCRIMINATION CLAUSE

A. CONTRACTOR shall not discriminate against any employee or proposer for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. CONTRACTOR shall take affirmative action to provide that proposers are employed and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and proposers for employment, notices to be provided by CONTRACTOR setting forth the provisions of this Equal Opportunity Clause.

B. CONTRACTOR agrees and assures COUNTY that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability of the participants to be served. For the purposes of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and CONTRACTOR will take affirmative action to insure that intended beneficiaries are provided services without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability

This assurance is given in consideration and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.
By making this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY shall have the right to invoke all remedies available at law or equity, and specifically including fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

C. CONTRACTOR shall provide an atmosphere free of sexual harassment for its employees, clients, volunteers, and employees.

D. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified proposers will receive consideration for employment without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

E. CONTRACTOR shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice to be provided by CONTRACTOR, advising the labor union or worker’s representative of CONTRACTOR’S commitment under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and proposers for employment.

F. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT F
NONDISCRIMINATION STATEMENT OF COMPLIANCE

______________________________, hereinafter referred to as (agency name)

“prospective contractor” hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applications for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

I ______________________________ hereby swear that I am duly authorized to legally bind the prospective (name of official) contractor to the above-described certification. I am fully aware that this certification executed on ____________ in the (date) County of _____________________ is made under the penalty of perjury under the laws of the state of California. (County)

______________________________
Print

______________________________
Signature

______________________________
Title

______________________________
Date

SIGNATURES MUST BE IN BLUE INK
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT G
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify, to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a 3-year period preceding this proposal 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 or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall notify COUNTY within ten days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification from all its subcontractors funded through this Agreement that subcontractor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

7. Hereby agree to terminate immediately, any subcontractor’s services that will be/are funded through this Agreement, upon discovery that the subcontractor has become debarred or suspended or is otherwise ineligible or voluntarily excluded from covered transactions by any federal department or agency.

_________________________________________________________
Print Name of Proposer (Legal Entity)

_________________________________________________________
Signature of Proposer’s Authorized Representative

_________________________________________________________
Name & Title of Authorized Representative

_________________________________________________________
Date of Signing

SIGNATURES MUST BE IN BLUE INK
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT H
FIVE OR MORE
EMPLOYEES STATEMENT

Under Federal and State employment tax law, the County must resolve the basic question of whether to treat the service provider as an employee or as an independent contractor. This form was designed to simplify the process of resolving tax status determination as required under the Internal Revenue Service (IRS) rules. Please complete the following employee statement.

Contractor Name: ______________________________________

Contract No (s): ______________________________________

I certify that I have:

☐ 0 - 4 employees
☐ 5 or more employees

____________________________________________________________________

Date

____________________________________________________________________

Print Name

____________________________________________________________________

Signature

____________________________________________________________________

Title

____________________________________________________________________

Tax Identification Number

____________________________________________________________________

Phone Number

SIGNATURES MUST BE IN BLUE INK
EMERGENCY SHELTER FOR FAMILIES
EXHIBIT I
GOOD NEIGHBOR POLICY

THE CONTRACTOR SHALL:

A. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;

2. Provision of adequate waiting and visiting areas;

3. Provision of adequate restroom facilities located inside the facility;

4. Implementation of litter control services;

5. Removal of graffiti within seventy-two hours;

6. Provision for control of loitering and management of crowds;

7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;

8. Participation in area crime prevention and nuisance abatement efforts; and

9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.

B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.

E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within the specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action, COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.
CONTRACTOR certifies that if it identifies as a faith-based religious organization, and receives direct funding from one of the following funding sources:

- Substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT);
- The Projects for Assistance in Transition from Homelessness (PATH) formula grant program;
- Substance Abuse and Mental Health Services Administration (SAMSHA) discretionary grants; or
- General Temporary Assistance for Needy Families (TANF), that

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54; or Title 45, Code of Federal Regulations (CFR) Part 260, whichever applies to this Agreement.

2. CONTRACTOR’s services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution.

3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4) and (45 CFR Part 260(b)(2)).

4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5) and (45 CFR Part 260(c)).

5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR Part 54.7) and (45 CFR Part 260(f)).

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR.

7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8) and (45 CFR Part 260(g)(1)).

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary’s objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8) and (45 CFR Part 260(g)(3)).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.
EMERGENCY SHELTER FOR FAMILIES
ADDITIONAL INFORMATION

CONTRACTOR shall read and comply with all the provisions of this section.

A. 71-J PROVISION:
This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that county employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any county employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.

B. CONFIDENTIALITY
1. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver’s license number or identification number. PII may be electronic or on paper.

2. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures, Confidentiality, Fraud, Civil Rights and State Hearings, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff that needs PII to perform their official duties as specified in this contract.

3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.

4. CONTRACTOR staff is not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.

5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

C. SECURITY
1. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).

2. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.
3. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.

4. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.

5. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.

6. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

7. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.

8. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

D. IN THE EVENT OF PII INCIDENTS

1. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.

2. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail DHA-ISOSaccounty.net. CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all participants affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.

3. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:

   • Allow COUNTY to access and review the content of CONTRACTOR’s systems, equipment, and media affected by the incident.

   • Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR’s systems, equipment, or media at the time of the incident.

4. If a breach of security has occurred in the CONTRACTOR’s use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of Contractor. The means and contents of any breach notifications must first be approved by the COUNTY.
E. REPORTING REQUIREMENTS
   The contractor will be required to complete monthly reporting documents to capture required DHA and
   CDSS information. Information required by State and Federal governments changes rapidly, thus
   requiring changes in reporting during the contract period. The contractor must have in place a
   comprehensive management information system and system unit to comply with the changing fiscal
   and performance reports required. The successful applicant will be required to provide timely
   information on shelter turn away numbers
   using the procedure and format that will be provided by DHA. The successful applicant will be
   required to enter full required information into the Homeless Management Information System (HMIS)
   in the prescribed timeframe as dictated by DHA.

F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR
   Both DHA and Proposer will be exchanging information. Proposals must include computer access to
   allow for sharing of case information while protecting participant confidentiality.

G. EQUIPMENT OWNERSHIP
   County shall have and retain ownership and title to all equipment purchased by Proposer under this
   Agreement. Proposer shall furnish, and amend as necessary, a list of all equipment purchased under this
   Agreement together with bills of sale and any other documents as may be necessary to show clear title
   and reasonableness of the purchase price. The equipment list shall specify the quantity, name,
   description, purchase price, and date of purchase of all equipment. County shall inventory tag all
   equipment and shall conduct or require Proposer to conduct an annual physical inventory of the
   equipment. Proposer shall make all equipment available to County during normal business hours for
   tagging and inventory. Proposer shall deliver the equipment to County upon termination of this
   Agreement, unless County instructs otherwise or this Agreement is renewed or extended.

H. CHILDREN’S EDUCATIONS RIGHTS
   CONTRACTOR shall ensure parents are informed of their children’s educational rights. Upon
   admission to the program, parents shall be provided a brochure approved by Project Teach providing
   school district liaison contact information. Provision of this brochure will be documented in the case
   record. CONTRACTOR shall post in public view Project Teach approved posters detailing the
   educational rights of homeless children. CONTRACTOR shall participate at least quarterly in the
   Sacramento County Taskforce For the Education of Homeless Children to ensure collaboration with
   educational providers and assure consideration of the educational needs of children served in the
   program.