



**REQUEST FOR PROPOSALS**

**FOR**

**CONSULTING SERVICES TO DEVELOP  
SACRAMENTO COUNTY'S PLAN TO  
END HOMELESSNESS**

**REQUEST FOR PROPOSALS (RFP)  
FOR  
CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS  
COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE**

**INSTRUCTIONS FOR PROPOSERS**

Included in this RFP:

- |             |   |
|-------------|---|
| Section I   | Overview of the Request for Proposal  |
| Section II  | Scope of Service  |
| Section III | Proposal Scoring  |
| Section IV  | Administrative Rules and Requirements   |
| Section V   | Proposal Content Requirements and Proposer Qualification Requirements               |
| Section VI  | Exhibits  |
|             | A. RFP Checklist  |
|             | B. RFP Cover Letter/Proposers Statements and Intent to Meet RFP Requirements        |
|             | C. Budget Forms and Instructions  |
|             | D. Insurance Requirements   |
|             | E. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form |
|             | F. Nondiscrimination Clause/Statement of Compliance                                 |
|             | G. Debarment and Suspension Certification   |
|             | H. Five or More Employee Statement  |
|             | I. Read Only Exhibits   |
|             | • Good Neighbor Policy  |
|             | • Charitable Choice   |
|             | J. Additional Information   |

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 St., Ste 200  
Sacramento, CA 95825

**PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS  
NO LATER THAN 3:00 P.M., FEBRUARY 20, 2018**

<p><b><u>LATE PROPOSALS WILL NOT BE ACCEPTED</u></b> <b><u>POSTMARKS WILL NOT BE ACCEPTED</u></b> <b><u>FAX SUBMISSIONS AND E-MAILS WILL NOT BE ACCEPTED</u></b> <b><u>DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED</u></b> <b><u>PROPOSALS THAT ARE NOT SEALED WILL NOT BE ACCEPTED</u></b></p>
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**FUNDING:** This contract is contingent on receipt of the No Place Like Home (NPLH) technical assistance funding from the California Department of Housing and Community Development (HCD). These funds can be used for a variety of NPLH-related purposes including facilitating a county homelessness plan. Sacramento County's funding for technical assistance is anticipated to be approximately \$150,000. A portion of the anticipated State funds will be used for the plan.

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

**MANDATORY PROPOSERS' CONFERENCE:**

A mandatory Proposers' Telephone Conference is scheduled for **Wednesday, January 31, 2018**. The Proposers' Conference will be held from **2:00 p.m. until 3:00 p.m.** as a phone-in conference call. Reservations for the proposers' conference are required and the information for calling in will be shared after the reservation is made. Please secure your reservation and confirm your attendance by contacting [DHA-RFP-Reservations@SacCounty.net](mailto:DHA-RFP-Reservations@SacCounty.net).

**Purpose:**

The purpose of the conference will be to discuss the requirements and objectives of the RFP, answer questions and provide needed clarification relating to this RFP. Questions may be 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 Proposer's conference.
- Questions are to be received by the Department of Human Assistance no later than **3:00 p.m. on Tuesday, January 30, 2018**.
- Please email questions to [DHA-RFP-Reservations@SacCounty.net](mailto:DHA-RFP-Reservations@SacCounty.net).

**Follow-up to Proposers' Conference:**

If any question or need for clarification should arise from the Proposers' Conference, and the question cannot be readily answered during the conference, all attendees will receive an email answer or explanation by close of business **Friday, February 2, 2018**.

**71-J PROVISION:**

This contract will 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.

## RFP TIMETABLE

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
<b>Monday, January 22, 2018 10:00 a.m.</b>	RFP available	<b>Carrie Dunbar (916) 874-2006 <a href="mailto:DunbarC@SacCounty.net">DunbarC@SacCounty.net</a></b>	DHA Online at: <a href="http://www.DHA-SacCounty.net">www.DHA-SacCounty.net</a>
<b>Wednesday, January 31, 2018 2:00 – 3:00 p.m.</b>	Proposers Telephone Conference	<b>Reserve by 4:00 p.m. January 30, 2018 at: DHA-RFP- Reservations@SACCounty.net</b>	Telephone Call in instructions will be sent once reservation has been received
<b>Friday February 2, 2018 5:00 p.m.</b>	RFP Clarifications and Answers Provided to Attendees	<b>Carrie Dunbar (916) 874-2006 <a href="mailto:DunbarC@SacCounty.net">DunbarC@SacCounty.net</a></b>	
<b>3:00 p.m. Tuesday, February 20, 2018 Late proposals will <u>NOT</u> be accepted</b>	<b>Final date and time to submit proposals</b>	<b>Carrie Dunbar (916) 874-2006 <a href="mailto:DunbarC@SacCounty.net">DunbarC@SacCounty.net</a></b>	DHA 1825 Bell St, Suite 200 Sacramento CA 95825
<b>Wednesday, February 28, 2018</b>	Evaluation of proposals		
<b>Wednesday, February 28, 2018</b>	Telephone Interviews		
<b>Thursday, March 1, 2018 3:00 p.m.</b>	Notice of proposed awards Online at: <a href="http://www.DHA-SacCounty.net">www.DHA-SacCounty.net</a>		DHA Online at: <a href="http://www.DHA-SacCounty.net">www.DHA-SacCounty.net</a>
<b>Thursday, March 8, 2018 3:00 p.m.</b>	Final Date to submit written Protest of Awards	Ann Edwards, Director	DHA 1825 Bell St, Suite 200 Sacramento CA 95825
<b>Friday, March 9, 2018 3:00 p.m.</b>	Director's decision on protest	Ann Edwards, Director	
<b>*Tuesday, March 20, 2018</b>	Present recommended award to the Board of Supervisors, if no protests filed	Ann Edwards, Director	Board of Supervisors' Chamber
<b>**Wednesday, March 21, 2018</b>	<b>Contract Begins</b>		

\*Contingent on resolution of the protest process

\*\*Contingent on Board approval and execution of contract

## **I.I. OVERVIEW OF THE REQUEST FOR PROPOSAL**

### **A. BACKGROUND**

Homelessness in Sacramento County has been increasing in recent years, with visible signs of its impact on individuals, families and our neighborhoods. According to the 2017 bi-annual count of persons experiencing homelessness on a single night, Sacramento County's total homeless population increased from 2,659 individuals in 2015 to 3,665 in 2017. This represents a 30 percent overall increase and a substantial increase in Sacramento's chronically homeless population, from 18 percent in 2015 to 31 percent in 2017. The majority of the population, 56 percent, was unsheltered in the count.

Provided is a link to additional information regarding Sacramento County's recent count:

[http://www.saccounty.net/Homelessness/Documents/2017\\_SacPIT\\_Final.pdf](http://www.saccounty.net/Homelessness/Documents/2017_SacPIT_Final.pdf)

As the largest provider of social services, Sacramento County offers an array of homeless services and other mainstream services aimed at helping individuals and families experiencing homelessness to regain health, income and permanent housing stability. See below for additional information.

<http://www.saccounty.net/Homelessness/Documents/Sacramento%20County%20Responding%20to%20Homelessness.pdf>

The County recently expanded its investment in homeless services through four County Homeless Initiatives with an annual general fund investment of over \$10 million. These investments are currently being implemented and are aimed at:

- Improving the family homeless sheltering system;
- Continuing the strategic use of transitional housing at Mather Community Campus;
- Implementing a new low-barrier Full Service Re-Housing Shelter for 75 persons using scattered site housing with re-housing supports; and
- Providing intensive case management and property related services to the top 250 utilizers of jail and behavioral health services who are also experiencing long-term homelessness in a new Flexible Supportive Re-Housing Program.

Provided is a link to additional information regarding Sacramento County's Homeless Initiatives:

<http://www.saccounty.net/Homelessness/Pages/What-the-County-is-doing.aspx>

In 2017, the Board of Supervisors increased access to public housing resources administered by Sacramento Housing and Redevelopment Agency (SHRA), including both tenant-based and project-based Housing Choice Vouchers for persons experiencing homelessness. This expanded access includes a Limited Homeless Allocation of 150 "turnover" vouchers annually; up to 375 project-based vouchers over three years; 100 "move on" vouchers over three years for existing PSH tenants; and 100 vouchers for the P3 grant aimed at youth experiencing homelessness. See below for additional information.

<http://www.agendanet.saccounty.net/sirepub/cache/2/zs13oi2a25xfd24olcjh5ok/792322701052018034729600.PDF>

Most recently, the County Board of Supervisors initiated the planning process to expedite an additional \$44 million in County Mental Health Services Act (MHSA) funds for additional services over three years for individuals with serious mental illness who are experiencing homelessness or are at risk of homelessness. These funds are administered by the Department of Health and Human Services and will be included in the MHSA Three-Year Plan. See below for additional information.

<http://www.agendanet.saccounty.net/sirepub/mtgviewer.aspx?meetid=12141&doctype=AGENDA> See item 35.

In addition to County efforts, key partners in addressing homelessness in Sacramento County include:

- All of the cities within the County: Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Sacramento, and Rancho Cordova. Examples include the City of Sacramento's receipt of Whole Person Care <http://www.p2hh.com/>, and Elk Grove's recent receipt of \$5 million in State funding for homeless services.
- Sacramento Steps Forward (SSF) overseeing over \$19 million in United States Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funding and convening a local 25-member CoC advisory board. SSF is responsible for administering the Point-in-Time Count, coordinated entry, and the Homeless Management and Information System (HMIS).
- Sacramento Housing and Redevelopment Agency (SHRA), is a joint powers agency that administers federal entitlement funds, such as the Emergency Solutions Grant, and affordable housing funds on behalf of the County of Sacramento and the City of Sacramento. SHRA is also the Public Housing Authority for the County of Sacramento and for the City of Sacramento. Some of SHRA's homeless activities are summarized here. See below for additional information. <http://www.agendanet.saccounty.net/sirepub/cache/2/zs13oi2a25xfd24olcjfh5ok/782635101052018053515577.PDF>
- Sacramento has variety of homeless and mainstream programs implemented by homeless service providers and affordable housing providers. Sacramento also has experienced affordable housing developers, with a smaller subset providing permanent supportive housing (PSH).

#### Other Plans and Work Products.

In developing the most recent County Homeless Initiatives, the Board held several public meetings and workshops to build a strategic framework that is reflected in a series of Board reports beginning in Fall 2016 (see County's Responding to Homelessness webpage). In 2006, the County Board of Supervisors and Sacramento City Council jointly adopted Sacramento's Ten-Year Plan to End Chronic Homelessness. In 2015, SSF adopted a strategic plan called "More.Better.Different". Some cities within Sacramento have developed strategic plans to serve the homeless population in their communities. Finally, there are existing or underway analyses, including an analysis of shelter system performance (for DHA, 2015), Pay for Success Feasibility Study (for County, City of Sacramento and Sutter Health, 2017), County Health and Human Services committee community survey and outreach; and system gaps analysis (SSF, in process).

#### **B. STATEMENT OF NEED**

The Sacramento County Department of Human Assistance (DHA) seeks a qualified consultant to develop a countywide homelessness plan that creates a common vision and agenda for preventing and ending homelessness in Sacramento, aligning with the mission to make homelessness "rare, brief, and one-time". The adopted plan must be compliant with State Department of Housing and Community Development's requirements for No Place Like Home Funding See below for additional information.

(<http://hcd.ca.gov/grants-funding/active-funding/docs/NPLHGuidelines082519-v1.pdf>) and should:

- Build upon existing and past homeless planning efforts and existing local investments administered by Sacramento County, cities within Sacramento, SHRA, SSF, or private organizations;
- Use data and evidenced based practices to inform understanding of need, gaps, and impactful strategies and further existing level of local engagement and knowledge;
- Engage a broad range of community stakeholders, including consumers, nonprofit providers, advocacy groups, faith based community, and businesses;

- Offer practical and implementable strategies and approaches to improve Sacramento’s response to homelessness (including homeless services, homeless system functioning, mainstream services, and affordable housing). Given the current level of local investment, the County is particularly interested in:
  - 1) Improving the impact of existing investments on reducing homelessness through such practices as improved coordination and management;
  - 2) Using data and system performance measures to collect data and adjust investments or approaches at a program and system level; and
  - 3) Coordinating and leveraging resources from various sectors, including external untapped resources.
- Offer practical pathways and guidance on implementing strategies within reasonable timeframes and costs; and
- Provide a framework for ongoing performance measurement (e.g., community dashboard) to continually inform implementation and new strategies/investments.

**C. QUALIFICATIONS, EXPERIENCE, AND KNOWLEDGE**

Proposers must demonstrate the knowledge, capacity and experience to provide the services set forth in this RFP and to deliver a high quality Plan within the timeframes. The County is seeking to engage an organization that is not:

- currently managing homeless or housing programs in Sacramento County;
- providing direct homeless services in Sacramento County; or
- administering funding to homeless programs within Sacramento County.

The ideal proposer has practical knowledge or experience in:

- Sacramento homelessness context, including trends, key organizations and roles;
- Developing community plans, particularly around homelessness;
- Federal, State, local, private, mainstream programs for the homeless and affordable housing funding;
- Effective community outreach;
- Using HMIS and other data assessing need and performance;
- National best practices in homelessness strategies and programs;
- Implementing homeless and housing programs, solutions, funding; and
- Building an effective local homelessness system.

**D. FUNDING**

This contract is contingent on receipt of the NPLH technical assistance funding from the California Department of Housing and Community Development. These funds can be used for a variety of NPLH-related purposes including facilitating a county homelessness plan. Sacramento County’s funding for technical assistance is anticipated to be approximately \$150,000. A portion of the anticipated State funds will be used for the Plan.

**E. TIMELINE**

The period of performance shall be based on the awarded bidder’s project schedule with the final Plan to be adopted by the Board of Supervisors no later than October 30, 2018. An adopted Plan is required to apply for competitive NPLH funding; however, the timing of the State’s first NPLH Notice of Funding Availability (NOFA) is unknown because it is dependent on a court validation action. The Contractor must be able and willing to modify the Plan scope and compress timeframes if necessary to accommodate the State’ NOFA release (the Plan must be completed at the time of application for the competitive program).

The Plan will be presented to the County Board of Supervisors in at least two public sessions: 1) public workshop and 2) final adoption. Key timeframes include:

Action	Date
RFP Released	January 22, 2018
Proposal Deadline	February 20, 2018
Select Proposer & Finalize Scope	Early March 2018
Anticipated Contract Start Date	March 21, 2018
Board of Supervisors Workshop	August 2018 (TBD)
Draft Plan Submitted for Review	September 2018 (TBD)
Board of Supervisors Adoption	October 30, 2018

**F. TERMS**

The contract period will begin on, or around, March 21, 2018 and end November 30, 2018, unless extended by mutual agreement.

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 from external sources for this contract or any portion thereof, including if distribution of such funds to the County is suspended or delayed; or
- If funds for the services and/or programs provided pursuant to this contract are not appropriated by the State; or
- If funds in County’s yearly proposed and/or final budget are not appropriated by County for this contract or any portion thereof; or
- If funds that were previously appropriated for this contract are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions

**G. RIGHTS IN DATA AND DOCUMENTATION**

- COUNTY shall own all work products delivered to COUNTY which resulted from the services provided by CONTRACTOR hereunder.
- To the extent that any pre-existing materials of CONTRACTOR are contained in the work product delivered to COUNTY hereunder, CONTRACTOR hereby grants to COUNTY a right to use Contractor’s copy righted materials limited to the Department of Human Assistance within Sacramento County.
- CONTRACTOR warrants and represents that:
  - 1) the work product produced by CONTRACTOR hereunder shall be CONTRACTOR’s original work and will not infringe upon or violate any patent, privacy, copyright, trade secret, contractual or any other proprietary right of others;
  - 2) that there exist no known rights, claims, causes of action or other legal rights or impediments; and,

- 3) that COUNTY's rights in such Work Product, as herein before set forth, shall be free and clear of any encumbrances, liens, claims, judgments, causes of action or other legal rights or impediments.
- The rights and obligations of the parties in respect of this section shall survive completion of performance or termination or cancellation of this Agreement.
  - CONTRACTOR shall label any archives of the material collected as confidential and accessible only to those parties associated with this Agreement.
  - DHA has the right of approval of content of product and final version.

## **II.II. SCOPE OF SERVICES**

### **A. PLAN CONTENT**

The Plan should meet the content requirements for a County plan found in State NPLH Program Guidelines and include following:

1. Assessment of population and needs to include:
  - Population and subpopulation numbers (point-in-time as well and population inflow/outflow), trends, and demographic information;
  - Estimated number of residents experiencing homelessness or chronic homelessness who are also experiencing serious mental illness, co-occurring disabilities or disorders, or who are children with a Serious Emotional Disturbance;
  - Other demographic information and research-based information to understand need and inform strategies;
  - Special challenges or barriers for subpopulations, including NPLH target population; and
  - Issues related to access to housing, including impact of housing market trends.
2. Assessment of homeless system capacity, performance and access, including assessment of:
  - Existing homeless investments and strategies in Sacramento County, inclusive of services not available countywide (i.e. City programs), relevant mainstream service and affordable housing resources targeted to homeless, (for example: amount, funding source, purpose, access, impact/#s served, population targets, who administers);
  - How systems are performing to reduce homelessness (using HMIS data and other methods) identifying:
    - 1) Efforts that produce positive housing outcomes for the greatest number, including those with high service needs;
    - 2) Significant gaps and areas of duplication with analysis for subpopulation and intervention type (PSH, RRH, shelter, TH); and
    - 3) Reporting systems in place and barriers to capturing reporting data required by NPLH program.
  - Roles of private and public sector roles and capacity in addressing homelessness;
  - Existing practices around assessing program and system performance;
  - Consumer access to services, including how to ensure that access for NPLH participants through Coordinated Entry or alternative assessment and referral system for at risk persons are in compliance with NPLH requirements; and
  - Consumer experience of homelessness, and efforts undertaken to prevent the criminalization of activities associated with homelessness.
3. Development of Short-Range (1 year) and Medium-Range Strategies (3 to 5 years), Goals and Activities to reduce homelessness, including recommendations for:

- Improving impact of strategies and activities, through such means as coordination, ongoing performance management, training, and other strategies;
- Scaling the most promising and impactful strategies and activities; and
- Financing options.

Strategy, Goal and Activity areas may include:

- Crisis response, including outreach, navigation, shelters, and interim housing;
- Prevention and Re-Housing, such as rapid re-housing;
- Health and Behavioral Health;
- Employment and Access to Benefits;
- Access to and development of permanent affordable housing;
- Homeless system developing, including system level coordination, coordinated entry, system performance, discharges into homelessness etc.;
- Consumer access to services and consumer experience ; and
- Public safety issues.

The Plan should incorporate implementation strategies or steps, including identifying:

- Specific agencies, stakeholders, and/or entities responsible for implementing strategies and activities (may be multiple parties, or workgroups) based on the reasonable ability and willingness to carry out the identified activities and for overseeing plan implementation;
- Existing, repurposed or new resources, especially untapped external resources;
- Approaches to monitoring and measuring community's progress.

## **B. COMMUNITY ENGAGEMENT**

The consultant will also be responsible for broad community stakeholder engagement, ensuring meaningful collaboration with relevant organizations and projects. Stakeholder outreach must include the following groups:

- County representatives with expertise from behavioral health, public health, probation/criminal justice, social services; and housing departments;
- Relevant County advisory committees, including Health and Human Services Advisory Committee, Disability Advisory Committee, and others.
- Cities within Sacramento County;
- Sacramento Steps Forward and the Continuum of Care Advisory Board;
- Housing and homeless service providers especially those with experience with chronically homeless population;
- County Office of Education, Los Rios Community College District, and California State University-Sacramento;
- Mental Health Advisory Board;
- Health and Human Services Coordinating Council;
- Community, neighborhood and advocacy groups;

- County health plans, community clinics and health centers, and other health care providers, especially those implementing pilots or other programs that use Medi-Cal or other non-MHSA funding to provide or enhance services or to improve tracking health outcomes in housing;
- Sacramento Housing and Redevelopment Agency, including in its role as the Public Housing Authority;
- Persons experiencing homelessness; and
- Representatives of family caregivers of persons living with serious mental illness.

The consultant should plan for a variety of methods and forums to engage stakeholders throughout the process (listening and input; feedback on options and strategy, etc.) and throughout the County. The consultant may propose to use some existing stakeholder groups (e.g., regular meetings of CoC Advisory body, mental health stakeholders, etc.) in addition to other methods.

The consultant should use community engagement to develop a more robust plan and to build community support.

**C. DELIVERABLES**

1. A Sacramento County Plan that meets HCD NPLH requirements for a “County Plan” and other requirements, including Plan Content and Community Engagement, as specified in the NOFA.
2. All back-up materials, source documentation, and data used in the preparation of the Plan;
3. Electronic monthly reports, including:
  - Electronic public notices published by the consultant;
  - Electronic notes from all formal input sessions and consultations done outside of formal input sessions provided within 30 days after each session or consultation; and
  - Electronic copies of written public comments, summaries of verbal comments, and responses.
4. Materials to be used in Board of Supervisors public workshop on the Plan, including:
  - An electronic, print-ready copy, and a paper copy of the draft Plan and final Plan including indexes, tables, attachments, etc.;
  - Draft Board Letter using County-specified Board Letter template summarizing the results of data analysis, actions taken to engage the community, feedback received from stakeholders and the community, potential strategies, goals, and activities identified for Plan, and areas where Board feedback is needed; and
  - A high level PowerPoint to be used during the Board presentation.

**D. COORDINATION AND REPORTING**

The contractor will report directly to the County’s Director of Homeless Initiatives. Regular communication and coordination is expected under this contract. The contractor will be required to complete written monthly status updates on the progress of the project and any other reporting deemed necessary to fulfill the contract.

The County will assist in facilitating regular meetings with the local NPLH Work Group comprised of staff from County Departments (Planning, Behavioral Health, and Human Assistance) all Sacramento cities, SHRA, and Sacramento Steps Forward. This group will provide technical assistance and other guidance in development of the Plan, and provide feedback on the draft Plan. As the CoC applicant and HMIS administrator, SSF has agreed to provide assistance with accessing HMIS data and running reports and there will likely be a data agreement.

**III.**

### III. PROPOSAL SCORING

Proposers must submit a proposal that includes all of the items in the Proposal Narrative, Section V, in the order specified. An evaluation criterion is summarized below and scoring points are indicated next to the relevant proposal narrative section.

#### 1. Qualifications (25 points)

- Consultant's knowledge, experience and ability to deliver high quality, innovative work demonstrated through relevant projects of similar complexity;
- Knowledge, experience and demonstrated ability of key staff to:
  - 1) Synthesize homeless data, research, and community feedback into realistic and impactful goals, strategies and activities within the context of Sacramento;
  - 2) Lead innovative and engaging community participation and build consensus; and
  - 3) Deliver product that exhibits excellent writing quality and use of charts, graphs and other graphics that communicate in ways that are engaging and accessible to the public.

#### 2. Approach and Workplan (50 points)

- Completeness, clarity and succinctness of proposal narrative;
- Responsiveness of proposal narrative to RFP, including goals reflected in Statement of Need, Section I.B. and all components of Scope of Services, Section II;
- Clarity and feasibility of proposal narrative, including staff organization for developing the content of the Plan, engaging the community and building support, and completing the work within RFP timeline provided;
- Innovation; and
- Approach to making the Plan implementation realistic, feasible and impactful.

#### 3. Cost and Budget Justification (25 points)

- Feasibility, cost effectiveness and accuracy; and
- Ability to scale project back if necessary.

#### 4. Telephone Interviews

Sacramento County reserves the right to conduct telephone interviews with proposers to seek additional clarifying information. If telephone interview are conducted, they will occur on the afternoon of Wednesday, February 28, 2018.

### IV. 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 RFP Checklist – Exhibit A – provided in this packet.
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 by the 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 2018-19 CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY PLAN TO END HOMELESSNESS**". 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., Tuesday, February 20, 2018, 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. 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.
4. 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.
5. 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.
6. 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.
7. 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 **Thursday, March 1, 2018, 3:00 p.m.**
2. Any respondent wishing to protest the proposed award must submit a written letter of protest by **3:00 p.m., Thursday, March 8, 2018**. 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.**

**V.V. PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATIONS REQUIREMENTS**

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

**A. TABLE OF CONTENTS**

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.

**B. RFP CHECKLIST** (Exhibit A in this packet. Begin Page 1 of response packet)

**C. RFP COVER LETTER**

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.

**D. PROPOSAL NARRATIVE**

The proposal narrative should be no longer than **20 pages**, not including work sample, list of key team members, job descriptions, staff resumes, references or required attachments.

1. **Qualifications (25 points).**

Briefly describe the knowledge, experience and demonstrated ability that the organization and key staff have to implement this project as described in the Scope of Services. Highlight knowledge, experience and demonstrated ability in the specific areas to be scored as detailed in Section III.1.

Include brief descriptions of other work similar in complexity and scope. Highlight any ways that your work product sets you apart. Provide a work sample (does not count toward page limit).

Provide a list of all key team members, job descriptions/duties, and brief resumes. Indicate if you intend to employ any sub-contractors or sub-consultants and indicate their names and titles, and describe the services each will provide.

Provide at least **three references**. All references given must have had services rendered by you at the present time or within the last five (5) years. References must be for services similar in scope to this RFP. Include information on:

- Company/Agency Name
- Type, location, and dates of service

- Contact Person (directly involved with services provided), with telephone number and email

2. **Approach and Work Plan (50 points)**

Clearly and concisely describe the proposed scope of services. Be specific as possible. Include:

- Your approach and workplan for organizing resources to complete the scope of services, including developing Plan content (need assessment, capacity assessment, development of strategies, goals and activities) and engaging stakeholders. On a per task basis, the narrative should identify the designated team member, the major deliverables, and the number of hours, cost, and timeframe for completion.
- Highlight innovative approaches. Highlight ways that your approach will accomplish a Plan where implementation is realistic, feasible and impactful.
- Highlight how the services meet or exceed the RFP requirement, including the goals reflected in the Statement of Need and all components of the Scope of Services. Explain any special resources or approaches that are particularly advantageous to the County. Explain any limitations of Proposer in providing services that the County should be aware of

3. **Budget (25 points)**

On the enclosed Exhibit C, provide a detailed fee proposal, along with the number of hours and hourly rate for all staff that may participate in this project. The budget should correspond to the work plan.

If selected, the County will negotiate the final scope and budget prior to contracting. Please indicate whether this proposal is “all or nothing”.

**E. INSURANCE REQUIREMENTS**

The successful Proposer(s) shall be required to obtain and maintain insurance according to County requirements, described in Exhibit C 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 C of this RFP packet. Failure to conform to insurance requirements within this time period shall constitute grounds for termination of contract negotiations.

**F. NONPROFIT STATUS/ARTICLES OF INCORPORATION STATUS (if Applicable)**

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.

**G. CHILD SUPPORT ORDINANCE**

Proposers are required to read 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”.

**J. NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE**

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**

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.

**L. 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.

**M. FINANCIAL STATEMENT AND ACCOUNTING SYSTEM**

Submit your latest audited financial report, completed by an independent certified public accountant, for a fiscal period not more than 18 months old at the time of submission. 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.

The County also requires a copy of the most recently completed internally prepared financial statement effective.

**VI. EXHIBITS**

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

- 1) Table of Contents – provided by applicant
- 2) RFP Checklist – Exhibit A (begin Page 1)
- 3) RFP Cover Letter – Exhibit B
- 4) Proposal Narrative – provided by applicant except for the Services Provided List included in packet
- 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) Read Only Exhibit – Exhibit I
  - Good Neighbor Policy
  - Charitable Choice
- 16) Additional Information

**NOTE:**

- All RFP requirements and exhibits contained in this packet from this page forward **MUST** be included in your submitted proposal packet.
- Be sure to sign all signature lines in **BLUE** ink.
- The completed proposal is due to DHA no later than:

**TUESDAY, FEBRUARY 20, 2018, No Later Than 3:00 P.M.**  
1825 Bell Street, Suite 200, Sacramento CA 95825

**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. **Table of Contents** (Must include page numbers – provided by Applicant)
- \_\_\_\_\_ 2. **RFP Checklist** Proposer must sign the Checklist (Exhibit A – this page – Start Page 1 on Table of Contents)
- \_\_\_\_\_ 3. **RFP Cover Letter/Intent to Meet RFP Requirements/Proposers Statements** (Exhibit B in this packet)
- \_\_\_\_\_ 4. **Proposal Narrative** (Provided by Applicant except for the Services Provided List included in packet)
- \_\_\_\_\_ 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)
- \_\_\_\_\_ 11. **Debarment and Suspension Certification** Proposers must read, **complete and sign** the Debarment and Suspension Certification (Exhibit G in this packet). County shall verify that Proposer is not listed on the Excluded Parties Listing System (EPLS) at: [www.epls.gov](http://www.epls.gov). Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.
- \_\_\_\_\_ 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. **Good Neighbor and Charitable Choice Policy** Read Only (Exhibit I in the packet)
- \_\_\_\_\_ 16. **Additional Information** (provided in this packet)

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 Signature of Proposer's Authorized Representative

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 Date

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**

**RFP NO. 2018-019  
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: CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**

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  
\_\_\_\_\_  
\_\_\_\_\_

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY’S PLAN TO END HOMELESSNESS  
EXHIBIT B  
RFP NO. 2018-019**

**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  
(agency's name)

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 \_\_\_\_\_  
(agency's name)

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.

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY’S PLAN TO END HOMELESSNESS  
RFP NO. 2018-019  
EXHIBIT C  
BUDGET FORMS AND INSTRUCTIONS**

Name of organization: \_\_\_\_\_

**The budget must be prepared on a cash accounting basis.** Complete the forms for the full term of Contract.

**PERSONNEL EXPENSE FORM**

To complete the Personnel Costs form:

- **Column (a)**, (Positions) insert any positions needed for this Contract,
- **Column (b)**, (Hourly Rate), insert the Hourly Rate for each position at full time,
- **Column (c)** (Number of Hours), insert the Number of Hours required for each position for Contract term.
- **Column (d)** (FTE) inserts the percentage of time of this position to be worked on this contract.
- **Column (e)** (Total Cost Requested) Multiply Hourly Rate (Column (a)) with Number of Hours (Column (b)), equals Column (e).
- Add all the cost of each position and place that total at bottom of the page **Box 1**.

**DETAILED FEE PROPOSAL FORM**

To complete the Detailed Fee Proposal form:

- List expense items in the **Column (a)**. Include the total for Administrative staff on the first line.
- List the cost for each item in **Column (a)** in **Column (b)**
- State Purpose or Justification for Budget Line Item in **Column (c)**
- Add all of the amounts in **Column (b)**. This will reflect your total program costs.

Is this an “All or Nothing” Budget Request      Yes        No        |



RFP NO. 2018-019  
EXHIBIT C

DETAILED FEE PROPOSAL EXPENSE

(a) DETAILED FEE PROPOSAL EXPENSE DESCRIPTION List items	(b) TOTAL PROGRAM COST	(c) JUSTIFICATION
Personnel Costs (Box 1 from previous page)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>TOTAL PROGRAM COSTS</b>	\$	

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**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.

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS  
RFP NO. 2018-019  
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.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.

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.
- F. **Cyber Liability** including errors and omissions, identity theft, information security, and privacy injury liability. Coverage shall include but is not limited to:
  - 1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
  - 2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
  - 3. Administrative expenses for forensic expenses and legal services.
  - 4. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
  - 5. Identify event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

**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)

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project

- 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.
- F. Cyber Liability including Identity Theft, Information Security and Privacy Injury Liability; \$1,000,000 per claim or incident and \$1,000,000 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 insureds 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.

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**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**

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS  
RFP NO. 2018-019  
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](mailto: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:**

Company Name	_____		
Company Address	_____		
Taxpayer ID	_____	Company Telephone Number	_____
1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span>			
2. If so, is dependent health insurance available to/or through Contractor/Company? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span>			
<b>If YES to question #1, please complete the following as to each of these individuals:</b>			
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		

**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)**

Contract/PO #	Amount Paid/Payable \$	Term
---------------	---------------------------	------

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

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS  
RFP NO. 2018-019  
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.

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY’S PLAN TO END HOMELESSNESS  
RFP NO. 2018-019  
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**

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**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**

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**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**

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**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.

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**EXHIBIT I**  
**CHARITABLE CHOICE**

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 (42CFR 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.

**CONSULTING SERVICES TO DEVELOP SACRAMENTO COUNTY'S PLAN TO END HOMELESSNESS**  
**RFP NO. 2018-019**  
**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, or 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-ISO@saccounty.net](mailto:DHA-ISO@saccounty.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.