



REQUEST FOR PROPOSALS

FOR

**SOUTH SACRAMENTO COUNTY
SAFETY-NET SERVICES**

**REQUEST FOR PROPOSALS (RFP)
FOR
SOUTH SACRAMENTO COUNTY SAFETY-NET SERVICES**

**COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE**

Included in this RFP:

- Section I General Information
- Section II Overview of the Request for Proposals
- Section III Administrative Rules and Requirements
- Section IV Proposal Content Requirements and Proposer Qualification Requirements
- Section IV Exhibits
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 6. References
 7. Nonprofit Organization Status and Articles of Incorporation
 8. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form
 9. Nondiscrimination Clause/Statement of Compliance
 10. Debarment and Suspension Certification
 11. Five or More Employees Statement
 12. Proof of Signature Authority
 13. Financial Statements
 14. Cost Allocation Plan
 15. Insurance Requirements
 16. Additional Information

I. GENERAL INFORMATION

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

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

**PACKETS MUST BE RECEIVED AT THE ABOVE ADDRESS
NO LATER THAN 3:00 P.M., FRIDAY, MAY 11, 2018.**

<p>LATE PACKETS WILL NOT BE ACCEPTED POSTMARKS WILL NOT BE ACCEPTED FAX SUBMISSIONS AND E-MAILS WILL NOT BE ACCEPTED DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED PACKETS THAT ARE NOT SEALED WILL NOT BE ACCEPTED EMAIL SUBMISSIONS WILL NOT BE ACCEPTED</p>

FUNDING CYCLE: July 1, 2018 through June 30, 2019 with the option of two one-year extensions depending on funding. Note: The County reserves the option to re-enter into a competitive bidding process at any time during this time frame.

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

AMOUNT OF FUNDS: The funding amount for these services is \$162,520 annually.

MANDATORY PROPOSER'S CONFERENCE:

A Mandatory proposer's conference is scheduled for **10:00AM, Tuesday, May 1, 2018 at the Department of Human Assistance, 1825 Bell Street, Suite 200, Sacramento, Room 258.** The purpose of the conference is to discuss the requirements and objectives of the RFP, answer questions and provide needed clarification relating to this RFP. All questions must be presented at the proposer's conference. Questions that cannot be answered during the conference will be answered via email to all attendees by 5:00 pm, Friday, May 4, 2018.

Purpose:

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

Submission of Questions:

- Proposers are strongly encouraged to submit any questions or requests for clarification in writing before the Proposer's Conference.
- Questions are to be received by Department of Human Assistance no later than **5:00 p.m., Monday, April 30, 2018.**
- Please e-mail questions to DHA-RFP-Reservations@saccounty.net along with your intent to attend the conference and the number and names of the people attending on behalf of your organization.

Follow-up to Proposer's Conference

If any question or need for clarification should arise from the Proposer's Conference, and that question, or questions, cannot be readily answered during the conference, all attendees will receive an e-mail answer or explanation by close of business **Friday, May 4, 2018.**

REMINDER: *No questions will be answered outside of the Mandatory Proposer's Conference.*

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.

SOUTH SACRAMENTO COUNTY SAFETY-NET SERVICES RFP TIMETABLE

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
Monday, April 23, 2018 10:00 A.M.	RFP released	Kim Mack (916) 876-6241 MackK@SacCounty.net	DHA Online at: www.DHA.SacCounty.net
Tuesday, May 1, 2018 10:00 a.m.	Proposer's Conference	DHA-RFP- RESERVATIONS@ SACCOUNTY.NET	DHA Conference Room 258 1825 Bell Street, Suite 200, Sacramento, CA 95825
Friday, May 11, 2018 3:00 p.m. DEADLINE	Final date and time to submit packet	Kim Mack (916) 876-6241 MackK@SacCounty.net	DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825
Monday, May 21, 2018	Evaluation of packets		
Thursday, May 24, 2018 10:00 a.m.	Notice of proposed awards posted in DHA administrative office.		Online at: www.DHA.SacCounty.net
Thursday, May 31, 2018 3:00 p.m. DEADLINE	Final Date to submit written Protest of Awards	Ann Edwards, Director	DHA 1825 Bell Street, Suite 200 Sacramento, CA 95825
Thursday, June 7, 2018	Director's decision on protests	Ann Edwards, Director	DHA 1825 Bell Street, Suite 200 Sacramento, CA 95825
* Tuesday, June 19, 2018	Present recommended awards to the Board of Supervisors	Ann Edwards, Director	Board of Supervisors' Chambers
** July 01, 2018	Contract Begins		

* Contingent on resolution of protests

** Contingent on Board approval and execution of contract

TO RESERVE YOUR PLACE AT THE MANDATORY PROPOSER'S CONFERENCE PLEASE EMAIL YOUR COMPANY NAME AND THE NUMBER OF PEOPLE ATTENDING TO: DHA-RFP-RESERVATIONS@SACCOUNTY.NET BY CLOSE OF BUSINESS MONDAY, APRIL 30, 2018.

**COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
REQUEST FOR PROPOSALS
FOR
SOUTH SACRAMENTO COUNTY SAFETY-NET SERVICES**

II. OVERVIEW OF THE REQUEST FOR PROPOSALS

A. STATEMENT OF NEED

The Department of Human Assistance (DHA) is requesting information from entities that currently provide a wide variety of safety-net services in the SOUTH SACRAMENTO COUNTY of Sacramento County. The SOUTH SACRAMENTO COUNTY includes rural areas, the River Delta, Isleton, Walnut Grove, Locke, Courtland, Galt, etc. It consists of a varied population of multi-lingual, cultural and socio-economic residents, which may include the physically disabled, learning disabled, developmentally delayed, mentally ill, ex-felons, parolees, homeless, domestic violence victims and veterans. Many residents find themselves in need of safety-net services.

Safety-net services consist of emergency food, clothing, shelter, and transportation, including gas vouchers or bus passes, supportive services in the area of assistance with applications for social security, unemployment, cash aid or food programs, housing, etc., referrals to immigration, domestic violence, and interpretation services, or medical or legal assistance services. DHA is seeking to contract with an entity that has experience in providing a variety of the required services of this RFP. The successful submitter must demonstrate the ability to the following:

- Provide safety-net services which include, but are not limited to, emergency services, transportation services, referral services, and assistance in navigating public assistance programs.
- Provide space for County employees who provide direct services to public assistant recipients.
- Demonstrate current history of having a presence, and provider of services in Galt, River Delta, Isleton, Walnut Grove, Locke and Courtland.
- Outreach to surrounding areas which may include a satellite office, and/or a community representative in each community served to coordinate needed services in the River Delta, Isleton, Walnut Grove, Locke, and Courtland areas.
- Abide by Department of Human Assistance Administration's process of submitting invoices and monthly reports on services provided to South Sacramento County residents.

B. QUALIFICATIONS, EXPERIENCE, AND KNOWLEDGE

Proposers must have the knowledge, training and experience in all pertinent areas required to provide the services proposed.

C. TERM

The RFP is for the period commencing on July 1, 2018 through June 30, 2019, with the possibility of two, one year extensions, contingent on funding availability. 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 with thirty (30) days written notice without cause. DHA may terminate for cause immediately upon giving written notice if:

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

D. FUNDING

The funding available for these services is \$162,520 annually contingent on monies being available to DHA.

E. REPORTING

Provide DHA information on:

- i. Number and type of clients served monthly (e.g. Veterans, Senior Citizens, etc.). This information will be included on a tab on the Electronic Claim Form (ECF), which is also used for monthly invoicing.
- ii. Complete the ECF monthly, both the invoicing and reporting tabs. The ECF is due to DHA on the 15th of the month following the month in which the services were provided.

III. ADMINISTRATIVE RULES AND REQUIREMENTS

A. PACKET 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.
2. Staple each copy of the proposal in the upper left hand 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 IV 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 2019-003 SOUTH SACRAMENTO COUNTY SAFETY-NET SERVICES"**. 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

Packets not received by 3:00 p.m., Friday, May 11, 2018, at the above address will be rejected.

Packets submitted to any other office will not be accepted. It is the responsibility of the submitter to submit the packet by the time and date to the address specified above.

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

DHA will reject any packet not meeting this RFP requirement.

B. RULES GOVERNING RFP COMPETITION

1. **Submitter's Cost for Developing Packet**

Costs for developing and submitting packets are the responsibility of the submitter 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 packets submitted become the property of the County and will not be returned. As part of the review and selection process, the packets may be reviewed and evaluated by County staff and representatives from other public agencies and/or individuals from the private sector.

4. **Confidentiality**

All packets 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**

Packets which contain false or misleading statements, or which provide references 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 packet and the attribute, condition, or capability is a requirement of the RFP, the bid shall be rejected.

6. **Submitter Responsibility**

The submitter 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 submitter, from any obligation regarding this RFP. By submitting a response, the submitter 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.

8. **Right of the County**

The County reserves the right to:

- a. Negotiate changes to packets.

- b. Request additional written or oral information from submitters in order to obtain clarification of their responses. Reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by neither 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.
 - c. Make awards of contracts for all the services offered in a packet or for any portion thereof.
 - d. 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.
 - e. Enter into negotiations with the competitor who submitted the next highest-rated packet, 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.
 - f. Cancel the RFP process.
9. **Rejection of Packets**
- 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 packets received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County.
 - b. Failure to furnish all information required in this RFP or to follow the packet format requested shall disqualify the packet. Any exceptions to the scope of work required by this RFP must be justified in the packet.
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 packets 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.
 1. 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 for five working days, beginning **Thursday, May 24, 2018 AT 10:00 a.m.** All submitters and any interested persons may review the notice at that website.
2. Any respondent wishing to appeal the proposed award must submit a written letter of protest by **Thursday, May 31, 2018, 3:00 p.m.** 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 submitter treated differently than other submitters 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 submitter other than the submitter(s) judged to be qualified by the evaluation.
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 submitter.
7. **Awards are not final until approved by the Sacramento County Board of Supervisors.**

IV. PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATION 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)

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 (Includes Program Statement, Narrative, Scope of Service, Job Descriptions)

Sections to the Proposal Narrative as follows:

Organizational Experience (35 POINTS)

Describe and illustrate qualifications, experience, structure, and ability to meet the requirements of this RFP to serve SOUTH SACRAMENTO COUNTY including rural areas of Galt and south of Galt, to include the River Delta, Isleton, Walnut Grove, Locke, Courtland, etc.

Program Design (25 POINTS)

Clearly and concisely describe the proposed program. The description must: (a) specify how the services in the proposal response will meet or exceed the requirements of the County; and (b) explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County; and c) demonstrate the ability to implement this program in a timely manner consistent with the timeframe and start date proposed on this RFP.

The narrative must enable a selection committee to make an evaluation to determine whether the proposal meets County requirements. The proposal narrative should be specific, complete and clearly and fully demonstrate that the proposer has an understanding of County requirements and the knowledge to meet those requirements.

Services Provided List – Provided in Packet (10 POINTS)

The core values of the Department of Human Assistance are: compassion, integrity, trust and innovation; describe how your organizational values align with DHAs and how you will ensure these values are integrated into daily services.

Job Descriptions (10 POINTS)

Include Job Descriptions for each position that will be included as part of this contract.

E. BUDGET (20 POINTS)

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

F. REFERENCES

Proposers must submit at least three references. All references given must have had services rendered by you at the present time or within the last two years. References must be satisfactory as deemed solely by the County. References must be for services similar in scope, volume and requirements to those given in these specifications, terms and conditions. Information to include:

- Company/Agency name
- Contact person (name and title), must be a person directly involved with the services provided
- Complete street address
- Telephone number
- Type of business and type of service provided
- Dates of service

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

G. INSURANCE REQUIREMENTS (Exhibit D)

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

After proposals are evaluated and a contractor(s) is selected, the proposed contractor(s) must provide an original current certificate of insurance within five working days of the notification of selection and offer of a contract. The certificate of insurance must provide proof of coverage in compliance with standard County insurance requirements, as specified in Exhibit D of this RFP packet. Failure to conform to insurance requirements within this time period shall constitute grounds for termination of contract negotiations.

H. NONPROFIT STATUS & ARTICLES OF INCORPORATION

Nonprofit organizations must provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board.

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

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

I. CHILD SUPPORT ORDINANCE (Exhibit E)

Proposers are required to read, complete, sign and date the "County of Sacramento Contractor Certification of Compliance Form for those with Court-Ordered Child, Family and Spousal Support" and complete the "Contractor Identification Form", including the Company Name, Company Address and Completed By sections.

J. NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE (Exhibit F)

Proposers must read the Statement of Compliance and Nondiscrimination Clause, and sign the form. The Statement of Compliance form must accompany each proposal to comply with Government Code Section 12990 and California Administrative Code, Title II, Division 4, and Chapter 5.

K. DEBARMENT AND SUSPENSION CERTIFICATION (Exhibit G)

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

L. FIVE OR MORE EMPLOYEES (Exhibit H)

Submitters must read and sign the Five or More Employees Statement (Exhibit H).

M. PROOF OF SIGNATURE AUTHORITY

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

N. FINANCIAL STATEMENT AND ACCOUNTING SYSTEM

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

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

If an audited financial statement is not available please submit:

- A Federal Income Tax Return for the most recently completed calendar year, or
- An internally prepared annual financial statement for the most recently completed calendar year

O. COST ALLOCATION PLAN

Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.

Proposer's cost allocation plan must be satisfactory, as deemed solely by County, to be considered for contract award.

P. READ ONLY EXHIBITS

- Good Neighbor Policy
- Charitable Choice

Q. ADDITIONAL INFORMATION

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

V. **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) Non-Profit Status & Articles of Incorporation – provided by applicant
- 8) Child Support Ordinance/Certificate of Compliance/Contractor Identification Form – Exhibit D
- 9) Nondiscrimination Clause/Statement of Compliance – Exhibit E
- 10) Debarment and Suspension Certification – Exhibit F
- 11) 5 or More Employees Statement – Exhibit G
- 12) Proof of Signature Authority – provided by applicant
- 13) Financial Statement of Accounting System – provided by applicant
- 14) Cost Allocation Plan – provided by applicant
- 15) Insurance Requirements – Exhibit H
- 16) Additional Information

*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:

**FRIDAY
May 11, 2018
No Later Than 3:00PM**

**County of Sacramento Department of Human Assistance
Attn: Contracts Manager
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) This is Page 1 of your Proposal.
- _____ 3. **RFP Cover Letter/Intent to Meet RFP Requirements/Proposers Statements** (Exhibit B in this packet)
- _____ 4. **Proposal Narrative** (Provided by Applicant)
- _____ 5. **Budget** (Exhibit C in this packet)
- _____ 6. **References** (Provided by Applicant – References will be verified)
- _____ 7. **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.
- _____ 8. **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 D in this packet).
- _____ 9. **Nondiscrimination Clause/Statement of Compliance** Applicant must read the Nondiscrimination Clause and **complete and sign** the Nondiscrimination Statement of Compliance. (Exhibit E in this packet)
- _____ 10. **Debarment and Suspension Certification** Proposers must read, **complete and sign** the Debarment and Suspension Certification (Exhibit F in this packet). County shall verify that Proposer is not listed on the Excluded Parties Listing System (EPLS) at: www.epls.gov. Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.
- _____ 11. **Five or More Employees Statement** Applicant must sign (Exhibit G in this packet)
- _____ 12. **Proof of Signature Authority** Provide proof that the person who signs this proposal is authorized to negotiate on behalf of this corporation.
- _____ 13. **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
- _____ 14. **Cost Allocation Plan**
- Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.
- _____ 15. **Insurance Requirements** (Exhibit H in the packet)
- _____ 16. **Additional Information** (provided in this packet)

Signature of Proposer's Authorized Representative

Date

RFP NO. DHA 2019-003

EXHIBIT B

RFP COVER LETTER AND SUBMITTER'S STATEMENTS

INTENT TO MEET RFP REQUIREMENTS

TO: COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
2433 Marconi Avenue
Sacramento, CA 95821-4807
Attention: Contracts Manager

SUBJECT: SOUTH SACRAMENTO COUNTY SAFETY-NET SERVICES RFP

TYPE OF BUSINESS/AGENCY: (CHECK ONE)

Public Corporation Private Nonprofit Private for Profit Individual Owner Partnership

Name of Submitter (Legal Entity)

Name, Parent Corporation (if applicable)

Address of Submitter (Street, City, Zip Code)

Submitter's Federal Tax Identification Number

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

Fax Number of Submitter

Email Address of Submitter

Name and title of person(s) authorized to sign for agency, phone number, fax number, and email address

Certification

I certify that all statements in this Exhibit B, Submitter's 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 the _____ (agency's name) will comply with all requirements specified in the RFP which are applicable to the services 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 Submitter or Authorized Agent

Signature of Submitter or Authorized Agent

Date

SIGNATURES MUST BE IN BLUE INK

Services Provided List

Entity Name: _____

Check all services that your organization currently provides or could demonstrate the ability to provide with proposed funding:

Check Box	Type of Service
Emergency Services	
	a. Food
	b. Clothing
	c. Shelter
Transportation Services	
	a. Gas Vouchers
	b. Bus Passes
Referral Services	
	a. Health Care
	b. Legal Issues
	c. Housing
	d. Domestic Violence Intervention
	e. Pregnancy Prevention
Program Navigation Assistance	
	a. Social Security Applications
	b. Unemployment Benefits
	c. Cash Aid Programs
	d. Food Programs
	e. Translation Services

Please provide the following information:

1. Briefly describe your service delivery model (Including information on how your organization will provide services and outreach to the rural and southern-most portions of Sacramento County. Please include current community partners who will assist with the outreach to the identified regions).

2. Briefly describe your organization's qualifications to provide the requested services.

3. Briefly describe your organizational structure and how this will accomplish the needs of this request.

4. Briefly describe the geographic location your organization currently serves and is capable of serving within South Sacramento County.

5. Briefly describe the population your organization serves.

6. Provide target numbers of persons to be served monthly for each services offered.

EXHIBIT C
BUDGET FORM AND INSTRUCTIONS

The budget must be prepared on a cash accounting basis. Complete the forms for a full year.

PERSONNEL EXPENSE FORM

To complete the Personnel Costs form, in:

- **Column 1**, (Positions) insert any positions not already identified on the form,
- **Column (a)**, (Annual Salary), insert the Annual Salary cost for each position at full time, **Columns (b) through (d)** (Benefits) insert the annual employer paid benefits.
- **Column (e)**, (Total Salary & Benefits) add Columns (a) through Column (d), place the total in Column (e).
- **Column (f)** (FTE) inserts the percentage of time of this position to be worked on this contract.
- **Column (g)** (Total Cost Requested) Multiply Salary & Benefits (Column (e)), times FTE for this contract (Column (f)), equals Column (g).
- Add all the cost of each position and place that total at bottom of the page.

ADMINISTRATION AND OVERHEAD EXPENSE FORM

To complete the Expense 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 (b)**.

Add all of the amounts in **Column (b)**. This will reflect your total program costs.

EXHIBIT C

PERSONNEL COSTS

SALARY AND BENEFITS EXPENSE							
POSITION¹	(A) ANNUAL SALARY	(B) EMPLOYER'S FICA CONTRIBU- TION	(C) EMPLOYER'S RETIREMENT CONTRIBU- TION	(D) EMPLOYER'S INSURANCE CONTRIBU- TION	(E) SALARY & BENEFITS	(F) FTE THIS CON- TRACT	(G) TOTAL COST REQUESTED
TOTAL COSTS PER POSITION							(Box 1) \$

PLACE THE TOTAL FROM BOX 1 ABOVE IN THE FIRST BOX ON THE NEXT PAGE

EXHIBIT C

ADMINISTRATION AND OVERHEAD EXPENSES

(a) ADMINISTRATIVE AND OVERHEAD EXPENSE DESCRIPTION List items	(b) TOTAL PROGRAM COST	COMMENTS
Personnel Costs (Box 1 from previous page)	\$	
Rent	\$	
Utilities	\$	
Building Insurance (not staff health insurance)	\$	
Telephones	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL PROGRAM COSTS	\$	

EXHIBIT C

DIRECT SERVICES

Type of Service	Totals Budget	Grand Totals
Emergency Services	Emergency	
d. Food	\$	
e. Clothing	\$	
f. Shelter	\$	
Total Emergency Services		
Transportation Services	Transportation	
c. Gas Vouchers	\$	
d. Bus Passes	\$	
Total Transportation Services		
Total Direct Services		

EXHIBIT D

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. 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 maybe grounds for termination. 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:

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

- (a) the CONTRACTOR is a government or non-profit entity (exempt),
Yes No
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt),
Yes No
- (c) each Principal Owner (25% or more), does not have any existing child support orders,
Yes No
- (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.
Yes No

2) 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 (888) 271-3906, by writing to P. O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@sacounty.net.

SIGNATURE

DATE

Printed Name

CONTRACTOR IDENTIFICATION FORM

Contractor is exempt.

If not exempt, CONTRACTOR TO COMPLETE:

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

SIGNATURES MUST BE IN BLUE INK

EXHIBIT E

NONDISCRIMINATION CLAUSE

- A. CONTRACTOR shall not discriminate against any employee or applicant 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 applicants 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 applicants 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 participants, volunteers, and employees.
- D. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants 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 applicants for employment.
- F. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

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 applicants 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
(name of official)

prospective contractor to the above-described certification. I am fully aware that this certification executed on

_____ in the County of _____ is made under the penalty of perjury
(date) (County)

under the laws of the state of California.

Print

Signature

Title

Date

SIGNATURES MUST BE IN BLUE INK

EXHIBIT F

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 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 packet 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 (b) of this certification; and
4. Have not within a 3-year period preceding this packet/packet/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) 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 Submitter (Legal Entity)

Signature of Submitter's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SIGNATURES MUST BE IN BLUE INK

EXHIBIT G
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

EXHIBIT H
SACRAMENTO COUNTY
INSURANCE CERTIFICATION EXHIBIT

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 proposal are specified in this sample insurance exhibit. A contract negotiated following this proposal will include the attached insurance exhibit.

If your 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 Proposer's Statement Regarding Insurance Coverage, on the last page of this Exhibit. If the Proposer's Statement Regarding Insurance Coverage is not included in your package, your proposal will not be considered by the department.

If your proposal 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.

EXHIBIT H
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 the 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 COUNTY'S Risk Management Office, the 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.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to 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 the 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, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, CONTRACTOR'S insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. 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, and Personal & Advertising Injury, without exclusions or limitations unless approved by the County Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - A. 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.
 - B. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. AUTOMOBILE PHYSICAL DAMAGE: – Commercial Auto Physical Damage: auto symbol "7" (scheduled vehicles).
4. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
5. 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 coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. 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:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
2. Automobile Liability:
 - A. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$5,000,000 Combined Single Limit.
3. Automobile Physical Damage:
 - A. Comprehensive – including but not limited to: Fire, Theft, Windstorm and Vandalism. Any deductible will be the sole responsibility of CONTRACTOR
 - B. Collision - including but not limited to: Collision and Overturn Any deductible will be the sole responsibility of CONTRACTOR
4. Workers’ Compensation: Statutory
5. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS

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

1. **ALL POLICIES:**
 - 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 interest of the COUNTY and the general public are adequately protected.
 - B. **Maintenance Of Insurance Coverage:**
The CONTRACTOR shall maintain all insurance coverages 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.

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.

COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:

1. Additional Insured Status
The 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 the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.

2. Civil Code Provision:
Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

4. Severability Of Interest:
The 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.

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

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 the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with work performed under this Agreement by the 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.

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 reasonable affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed 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 of a lawsuit.

EXHIBIT H

SACRAMENTO COUNTY

INSURANCE CERTIFICATION EXHIBIT

PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

PROPOSER HEREBY CERTIFIES that Proposer has reviewed and understands the insurance coverage requirements specified in this Insurance Exhibit, Certification 6, of this proposal. Should Proposer be awarded a contract, Proposer further certifies that Proposer 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 Proposer (Legal Entity)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SIGNATURES MUST BE IN BLUE INK