



REQUEST FOR PROPOSALS

FOR

**LEARNING DISABILITIES
EVALUATIONS**

**REQUEST FOR PROPOSALS (RFP)
FOR
LEARNING DISABILITIES EVALUATIONS
COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE**

Included in this Request for Proposal (RFP):

- Section I General Information
 - A. Anticipated RFP Timetable
- Section II Definitions
- Section III Overview of the Request for Proposal
- Section IV Administrative Rules and Requirements
- Section V Proposal Narrative
- Section VI Proposal Content Requirements and Proposer Qualification Requirements
- Section VII Exhibits and Proposal Submittal Requirements
 - A. RFP Checklist
 - B. RFP Cover Letter and Proposer Statements
 - C. Table of Contents
 - D. Proposal Narrative
 - E. Budget
 - F. References
 - G. Insurance Requirements
 - H. Non-Profit Status/Articles of Incorporation
 - I. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form
 - J. Nondiscrimination Clause/Statement of Compliance
 - K. Debarment and Suspension Certification
 - L. 5 or More Employees Statement
 - M. Financial Statement of Accounting
 - N. Cost Allocation Plan
 - O. Additional Information
 - P. Read Only Exhibits
 - Q. Addendum

INSTRUCTIONS FOR PROPOSERS

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

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

**PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS
NO LATER THAN 3:00 P.M., TUESDAY, JULY 17, 2018**

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

**REQUEST FOR PROPOSALS (RFP)
FOR
LEARNING DISABILITIES EVALUATIONS
COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE**

I. GENERAL INFORMATION

- A. ANTICIPATED FUNDING CYCLE:** Available from October 1, 2018 through June 30, 2019, with the possibility of two (2) one-year extensions, contingent on federal and state funding.
- B. QUALIFIED APPLICANTS:** Public agencies, private for profit businesses, private nonprofit agencies
- C. ANTICIPATED AMOUNT OF FUNDS:** **\$200,000 per year**, contingent upon year-to-year funding (pro-rated to **\$150,000** for a first year, nine-month term).
- D. MANDATORY PROPOSER'S CONFERENCE:**

A mandatory proposer's conference is scheduled for **Friday, June 29, 2018** at the **Department of Human Assistance**. This conference will be held from **10:00 a.m. to 11:30 a.m. at 1825 Bell Street, Suite 200, Sacramento, California 95825, Conference Room 258**. Proposals will be accepted only from those entities with representatives attending the conference. For further information, please contact **Kim Mack at (916) 876-6241** or mackk@SacCounty.net.

Please secure your reservation and confirm your attendance by **Thursday, June 28, 2018 by 5:00 p.m.**, email your company name and the name(s) and number of people attending to:

DHA-RFP-RESERVATIONS@SACCOUNTY.NET

- a. **Purpose:** The purpose of the conference will be to discuss the requirements and objectives of the RFP and to answer questions and provide needed clarification relating to this RFP for questions submitted in advance as outlined below.
- i. *Meeting doors will close to additional attendees 15 minutes after the start time.*
- b. **Submission of Questions:**
- i. Proposers are strongly encouraged to submit any questions or requests for clarification in writing before the proposer's conference.
- NOTE:** No questions can be answered outside of the Proposer's Conference, so you are strongly encouraged to email questions prior to the conference.
- ii. Questions are to be received by Department of Human Assistance no later than **5:00 p.m. Thursday, June 28, 2018**, along with reservation to attend.
- iii. Please e-mail questions to DHA-RFP-Reservations@saccounty.net.
- c. **Follow-up to Proposer's Conference:** If any question or need for clarification should arise from the Proposer's Conference and cannot be readily answered during the conference; all attendees will receive an e-mail with answer(s) or explanation by close of business **THURSDAY, JULY 5, 2018**
- d. **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.

ANTICIPATED RFP TIMETABLE

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
Monday, June 25, 2018 10:00 a.m.	RFP available to prospective proposers	Kim Mack (916) 876-6241 mackk@SacCounty.net	Department of Human Assistance (DHA) 1825 Bell Street, Suite 200, Sacramento, CA 95825 And Online at: www.DHA.SacCounty.net
Friday, June 29, 2018 10:00am – 11:30 a.m.	MANDATORY Proposer's conference	Reserve by 5:00 p.m. 6/28/2018 at: DHA-RFP-Reservations@SacCounty.net	Department of Human Assistance (DHA) Conference Room 258 1825 Bell Street, Suite 200, Sacramento, CA 95825
Tuesday, July 17, 2018 3:00 p.m. DEADLINE	Final date and time to submit proposals	Kim Mack (916) 876-6241 mackk@SacCounty.net	Department of Human Assistance (DHA) 1825 Bell Street, Suite 200, Sacramento, CA 95825
Thursday, July 19 to Monday July 23, 2018	Evaluation of proposals		
Friday, July 27, 2018 10:00 a.m. Online	Notice of proposed awards posted in DHA administrative office.		Online at: www.DHA.SacCounty.net
Friday, August 3, 2018 3:00 p.m. DEADLINE	Final Date to submit written Protest of Awards	Ann Edwards, Director	Department of Human Assistance (DHA) 1825 Bell Street, Suite 200 Sacramento, CA 95825
Friday, August 10, 2018	Director's decision on protests	Ann Edwards, Director	Department of Human Assistance (DHA) 1825 Bell Street, Suite 200 Sacramento, CA 95825
* Tuesday, September 11, 2018	Present recommended award to the Board of Supervisors	Ann Edwards, Director	
**October 1, 2018	Contract Begins		

* Contingent on resolution of protests

** Contingent on Board approval

COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
REQUEST FOR PROPOSALS

FOR

LEARNING DISABILITIES EVALUATIONS

II. DEFINITIONS

The following are definitions as they pertain to this Request for Proposal:

- A. **Proposer** – the agency which is applying for the funding under this RFP.
- B. **CalWORKs** – California’s TANF Program under Federal Welfare Reform
- C. **Welfare-To-Work (WTW)** – California Work Opportunity and Responsibility To Kids (CalWORKs) Welfare-To-Work Program
- D. **CDSS** – California Department of Social Services
- E. **DHA** – Sacramento County Department of Human Assistance
- F. **DIAGNOSIS** – the formal identification of the specific nature of a Learning Disability and/or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with a Learning Disabilities evaluation. Only a highly trained individual such as a psychologist, clinical psychologist, school psychologist, or psychiatrist may perform a diagnosis. It is recommended that a diagnosis, rather than a Learning Disabilities evaluation, be obtained when formal documentation of an accommodation is needed or the participant presents significant or multiple impairments.
- G. **EAS** – Eligibility and Assistance Standards
- H. **EVALUATION** – the process of determining whether an individual has Learning Disabilities and/or other co-existing disorders. A participant with suspected Learning Disabilities should be referred for an evaluation. This evaluation shall be performed by a professional whose training qualifies them to determine whether the participant is unable to successfully complete or benefit from a current or proposed activity assignment.
- I. **LDE** – Learning Disabilities Evaluations
- J. **MPP** - Manual of Policies and Procedures
- K. **PII** – Personally Identifiable Information – 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.
- L. **RESPONSIBLE PROPOSER** – an entity possessing adequate financial resources to provide the necessary services described in this RFP. Who has the ability to comply with the proposed delivery or performance requirements taking into consideration available expertise and any existing business commitments; who has a record of satisfactory performance and a history of meeting the requirements for service and reporting activities related to job service administration and program operations.
- M. **TANF** – Temporary Assistance To Needy Families

**COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
REQUEST FOR PROPOSALS
FOR
LEARNING DISABILITIES EVALUATIONS**

III. OVERVIEW OF THE REQUEST FOR PROPOSAL

A. BACKGROUND

In August 1996, the Federal government passed legislation entitled the Personal Responsibility and Work Opportunity Act of 1996. In California, this program is known as California Work Opportunity and Responsibility to Kids (CalWORKs). This legislation changed the focus from an entitlement program to increasing self-sufficiency and long term success while receiving time-limited, temporary aid.

California Department of Social Services, Manual of Policies and Procedures, Eligibility and Assistance Standards Section 42-711.58 states a CalWORKs participant with a suspected learning or medical problem, as determined by information received during appraisal or assessment or by lack of satisfactory progress in an assigned activity component, shall be referred for a learning disability evaluation. This evaluation shall be performed by a professional who, by training, is qualified to determine whether the participant is unable to successfully complete or benefit from a current or proposed activity assignment.

B. STATEMENT OF NEED

This Request for Proposal (RFP) seeks the services of qualified professionals to provide learning disability evaluations to those CalWORKs participants identified with potential barriers to the goals and objectives of the CalWORKs program to aid in the transition from welfare to long term unsubsidized employment.

DHA desires proposals that provide neighborhood-based services or community-based services.

C. TERM

The RFP is for a one-year contract period commencing **October 1, 2018** and ending **June 30, 2019**, with the possibility of two one-year extensions, contingent on federal and state funding. DHA reserves the right to initiate a new RFP at any time during this period if the Department determines it is necessary.

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

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

IV. ADMINISTRATIVE RULES AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. All proposal narratives 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 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 Sections V & VI 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 five (5) copies as required (RFP Checklist, Exhibit A) 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 – LEARNING DISABILITIES EVALUATIONS"**. 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. Proposals must be submitted 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., JULY 17, 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. Email submissions will not be accepted.

DHA will reject any proposal not meeting this 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 any 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 proposal format requested shall disqualify the proposal. 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 in 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 may 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 (5) working days, beginning **July 27, 2018 at 10:00 a.m.**

2. Any respondent wishing to appeal the proposed award must submit a written letter of protest by **3:00 p.m. August 3, 2018**. Submit this correspondence to:
Director
Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825-4807
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. PROPOSAL NARRATIVE

A. PURPOSE – SCOPE OF WORK

1. **Proposals may be submitted by proposers who are:**
 - Qualified service professionals who specialize in performing evaluations for learning disabilities for adults. This may include, but is not limited to the following:
 - Trained and qualified staff at community/state colleges or universities,
 - Professional private/corporate contractors or providers,
 - Trained and qualified staff from community-based organizations that serve adults with learning disabilities,
 - Trained and qualified staff from adult educational facilities, or
 - Staff from Department of Rehabilitation.
 - Use only validated testing instruments in the determination of a suspected learning disability.
 - Knowledgeable of the federal civil rights laws that protect individuals with disabilities, including learning disabilities and other mental impairments, and the reasonable accommodations/assistive technologies that are available for individuals with these disabilities.
 - Experienced in successfully administering and interpreting the recommended tests described.
2. **Testing**
Specific Testing Instruments
Only validated testing instruments can be used in the determination of a suspected learning disability. Testing instruments used shall be the most currently accepted by industry standards. The evaluation shall use basic instruments to measure the following areas:
 - Aptitudes/information processing,

- Achievement, and
- Vocational interests (as needed, to assist in the development of the WTW plan).

3. Reports

A written report for each participant must be returned to the DHA Vocational Assessment Counselor requesting the evaluation within 48 hours of completion of the last session. The written Learning Disability Evaluation Report should be a captioned report confined to and covering the following subject matter:

Core Information:

- Relevant vocational/educational background and history;
- General aptitude/cognitive level;
- Other issues, e.g., physical/mental problems;
- Areas of strength;
- Areas of deficit;
- Discussion of participant's short/long-term employment goals;
- General/specific vocational recommendations;
- Range of recommended accommodations/assistive technology for the participant's Welfare-To-Work employment plan; and
- Summary (including severity of disability; areas of potential impact; rationale for learning disabilities determination/diagnosis; and recommendations for additional services, as appropriate).

Optional Information:

- Identification of local resources; and
- Documentation of accommodation/assistive technology needs for other purposes (e.g., DMV, GED).

4. Cost to provide the Learning Disabilities Evaluation

- The cost per LDE shall be determined by your proposed budget and shall include 18 hours maximum per client and be completed within a 6 calendar week time period. DHA reserves the right to set the maximum cost.
- Range of cost for basic work-up, hours needed, and number of appointments. Be very specific as to what services are included in your proposal.
- Detail what the cost is for and under what circumstances an advanced diagnosis would be needed. Diagnosis is defined as the formal identification of the specific nature of a Learning Disability and /or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with an LDE. Proposers conducting a diagnosis must be highly qualified individuals such as a psychologist, clinical psychologist, school psychologist, or psychiatrist.

Note: The LDE service professional will only invoice DHA for **actual hours** up to a maximum of 18 hours for the administration of test instruments and feedback sessions with the CalWORKs participant and the Vocational Assessment Counselor and completed within a maximum time frame of 6 calendar weeks after receiving referral. Additional hours and time will require approval from the Employment Services Program Manager with consultation from the appropriate Program Planner with contact information being provided with the executed contract.

5. The unit rate must include:

- Costs for personnel.
- Administering the testing instruments.
- Feedback sessions with the CalWORKs recipient.
- Written Learning Disabilities Evaluation report sent to the DHA Vocational Assessment Counselor.
- Submission of Contract Monitoring and Claim report.

- Costs associated with testing at bureaus.

6. **Budget:**

The budget shall specify the monetary value of all associated costs, including personnel costs, mileage, insurance, or other costs, if any.

The evaluation of the proposals will include an assessment of the extent to which the proposal provides ready access for clients, as well of the cost effectiveness of this service.

7. **Services at Bureaus:**

When necessary, proposer may schedule learning evaluation appointments at appropriate bureaus. Proposers will schedule appointments with the client and DHA staff for room availability.

B. DELIVERABLES

Proposer will:

- State how the reporting requirements will be met, for example, by providing report format captions, stating the report will be sent within 48 hours of the last session, stating the proposer will maintain the time frame by keeping it within the contract maximum hours and calendar limits or less and make appropriate requests anytime they may require going over maximum.
- Clearly state the focus of the evaluation is to rule in or rule out learning disabilities and make a diagnosis with recommendations to manage them in work and school.
- Provide an overview of their analysis process by identifying qualified evaluators credentials who administer standardized assessment instruments which measure intelligence, strengths and weaknesses, abilities, and interests.
- Provide qualifications and credentials of all staff providing the LDE and of those making any diagnosis and recommendations for accommodations.

C. POPULATION TO BE SERVED AND GEOGRAPHIC AREA

The Department of Human Assistance serves a low-income, multi-lingual, multi-cultural population. The Department is seeking proposals that will provide learning disability evaluation services to English speaking and limited English proficient Sacramento County CalWORKs recipients participating in the Welfare-To-Work program. Access to all services must be provided for participants with disabilities or other barriers.

Geographic area is Sacramento County.

D. QUALIFICATIONS, EXPERIENCE AND KNOWLEDGE

Proposers must have the knowledge, training and experience in all pertinent areas required to provide the requested services. The evaluation shall be performed by a professional who, by training, is qualified to determine whether the participant is unable to successfully complete or benefit from a current proposed activity assignment.

E. PROPOSER'S ORGANIZATIONAL STRUCTURE

Proposers must have the resources necessary to complete this contract.

VI. PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATION REQUIREMENTS

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

A. RFP CHECKLIST (Exhibit A)

Use this checklist to ensure you have provided all necessary documentation and submit with your packet.

B. COVER LETTER (Exhibit B, 5 Points)

1. 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.

2. A signed statement of intent to meet the requirements specified in this RFP and to abide by the administrative rules of this RFP must be submitted. Any exception must be stated. By signing Exhibit B, proposer specifies intent to meet and abide by RFP requirements and rules.

C. 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.

D. PROPOSAL NARRATIVE (Includes Program Statement, Narrative, Scope of Service)

These are the sections to the Proposal Narrative as follows:

1. **Program Narrative (45 Points Total) – (Not to exceed 4 pages)**

Clearly and concisely describe the proposed program as specified in Section IV. A., Program Narrative. The description must:

- (a) (15 points) specify how the services in the proposal response will meet or exceed the requirements of the County;
- (b) (15 points) explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County; and
- (c) (15 points) identify any limitations or restrictions of Proposer in providing the services that the County should be aware of in evaluating its response to this RFP. Please be as brief as possible, but include all necessary information.

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. The proposal narrative must respond to the requirements as described in Section IV.A., the Program Narrative.

2. **Deliverables (10 Points) (Not to exceed 2 pages)**

Describe how you will meet the deliverables for this program.

3. **Population/Geographic Target Area (5 Points) (Not to exceed 1 page)**

Describe the population to be served and geographic area as required in Section IV.C.

4. **Qualifications, Experience and Knowledge (15 Points) (Not to exceed 2 pages)**

Describe the knowledge, training and experience that staff has in all pertinent areas required to provide the services proposed. Include job descriptions.

List any relevant certifications of all staff.

Briefly describe your knowledge, experience, and ability to administer a program that satisfies the scope of service described in your proposal. In discussing experience, include the types of services you have provided and the length of time you have provided them.

If you are currently providing services to the COUNTY or have provided services to the COUNTY in the past, include a description of those services.

5. **Proposer's Organization Structure (5 Points) (Not to exceed 2 pages)** - The content of this section must describe how the proposer plans to organize the resources necessary to complete this contract. The content must demonstrate the proposer's appropriateness, readiness, and ability to provide the services set forth in the proposal.

- Consultants/Subcontractors Qualifications - If use of consultants or subcontractors is contemplated, identify the number of consultants/subcontractors, their names and titles, and describe the services each will provide.
- COUNTY considers the prime contractor to be the sole point of contact. However, any consultant/subcontractor must conform to all requirements of the RFP, and any resultant contract, and must be approved by COUNTY in advance.

E. BUDGET (Exhibit C, 15 Points)

Use Exhibit C from this packet to provide information on your proposed costs.

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 and 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.

H. 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.

I. 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.

J. FIVE OR MORE EMPLOYEES (Exhibit H)

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

K. 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

L. 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.

M. 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

N. COST ALLOCATION PLAN

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

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

O. ADDITIONAL INFORMATION

Proposers may provide exhibits or attachments that are needed to provide information or explanation about the proposal. Provide an original and copies as specified (see Exhibit A, RFP checklist) of such exhibits or attachments.

VII. EXHIBITS AND RFP SUBMITTAL ORDER

Read, complete, sign and return all required documents in Exhibits A-G

- 1) RFP Checklist – Exhibit A
- 2) RFP Cover Letter – Exhibit B
- 3) Table of Contents – provided by submitter
- 4) Proposal Narrative – provided by submitter
- 5) Budget Forms and Instructions – Exhibit C
- 6) References – provided by submitter
- 7) Insurance Requirements – Exhibit D
- 8) Non-Profit Status/Articles of Incorporation – provided by Submitter
- 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 submitter
- 14) Financial Statement of Accounting System – provided by submitter
- 15) Cost Allocation Plan – provided by submitter
- 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, July 17, 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. **RFP Checklist** Proposer must sign the Checklist (Exhibit A)
- _____ 2. **RFP Cover Letter/Intent to Meet RFP Requirements/Proposers Statements** (Exhibit B in this packet. Must sign and return the Certification on page 5.)
- _____ 3. **Table of Contents** Include page numbers.
- _____ 4. **Proposal Narrative**
- _____ 5. **Budget** (Exhibit C in this packet)
- _____ 6. **References** Proposers must include three references from other contracts held.
- _____ 7. **Insurance Requirements** Proposers must **sign** the Proposers Statement Regarding Insurance Coverage (Exhibit D - "Insurance Requirements" in this packet)
- _____ 8. **Nonprofit Organization Status and Articles of Incorporation** Proposers 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** Proposers 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** Proposers 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. Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.
- _____ 12. **Five or More Employees Statement** Proposers must sign (Exhibit H)
- _____ 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** (Government agencies are exempt) All proposers must submit an audited financial statement for the most recently completed fiscal year by an independent, certified public accountant. You must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:
 - A Federal Income Tax Return for the most recently completed calendar year; or
 - An internally prepared annual financial statement for the most recently completed calendar year
- _____ 15. **Cost Allocation Plan**
Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.
- _____ 16. **Additional Information** – provided by submitter

Signature of Proposer's Authorized Representative

Date

SIGNATURES MUST BE IN BLUE INK

LEARNING DISABILITIES EVALUATIONS

RFP NO. 2018-001

EXHIBIT B

RFP COVER LETTER AND PROPOSER'S STATEMENTS

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

Attention: Contracts Manager

SUBJECT: **LEARNING DISABILITIES EVALUATIONS**

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

LEARNING DISABILITIES EVALUATIONS

RFP NO. 2018-001

PROPOSER'S STATEMENTS

1. Number of years prospective contractor has been in business under present business name, as well as prior or related business names: _____
2. Number of years prospective contractor has been licensed: _____
3. Number of years of experience prospective contractor has had in providing required, equivalent, or related services: _____
4. List contracts completed in last five years. If there are too many to list below, add an attachment.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. List contracts, or other commitments (e.g. consulting arrangements), currently in force. If there are too many to list below, add an attachment.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Provide details of any failure or refusal to complete a contract.

LEARNING DISABILITIES EVALUATIONS

RFP NO. 2018-001

7. If not a governmental agency, complete the following:

a. Does the agency hold a controlling interest in any other organization?

Yes No

If yes, list organizations.

b. Is the agency owned or controlled by any other person or organization?

Yes No

If yes, list person(s) or organization(s).

c. Financial interest in any other business: _____

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

<u>Name of Business Associate</u>	<u>Name of Business</u>
_____	_____
_____	_____
_____	_____
_____	_____

8. Briefly describe the agency's experience in the service to be provided as well as the experience of principal individuals who would be involved in this project.

LEARNING DISABILITIES EVALUATIONS

RFP NO. 2018-001

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

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

Yes No

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

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

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

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

LEARNING DISABILITIES EVALUATIONS

RFP NO. 2018-001

Certification

I certify that all statements in this Exhibit A, 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 the _____ (agency's name) will comply with all requirements specified in the RFP which are applicable to the services which we wish to provide. I agree to the right of the County, State, and Federal government to audit _____ (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.

EXHIBIT C

**LEARNING DISABILITIES EVALUATIONS
RFP NO. 2018-001**

PROGRAM BUDGET

PERSONNEL COSTS SALARY AND BENEFITS EXPENSE							
(a) Position	(b) Annual Salary	(c) Employers' FICA	(d) Retirement	(e) Insurance	(f) Salary & Benefits	(g) FTE This Contract	(h) TOTAL COUNTY COST REQUESTED
SUB-TOTAL SALARY, BENEFITS AND COUNTY COSTS							

SUBCONTRACT EXPENSES	
LIST SUBCONTRACTS	COUNTY COST REQUESTED
SUB-TOTAL SUBCONTRACT EXPENSES	

EXHIBIT C

**LEARNING DISABILITIES EVALUATIONS
RFP NO. DHA 2018-001**

OPERATING EXPENSES

OPERATING EXPENSES	
OPERATING EXPENSE DESCRIPTION	COUNTY COST REQUESTED
SUB-TOTAL OPERATING EXPENSES	
SUB- TOTAL PERSONNEL COSTS FROM PREVIOUS PAGE	
SUB-TOTAL SUB-CONTRACTOR EXPENSE FROM PREVIOUS PAGE	
TOTAL COUNTY COST REQUEST	

**LEARNING DISABILITIES EVALUATIONS
RFP NO. 2018-001**

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 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 D
LEARNING DISABILITIES EVALUATIONS

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, his 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 are 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. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
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

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).

- 2. Automobile Liability:
 - A. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - B. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- 3. Workers' Compensation: Statutory
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

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.

CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

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

- 1. 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.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- 3. 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.

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 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 shall require all its subcontractors to maintain adequate insurance.

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.

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 D

PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

PROPOSER HEREBY CERTIFIES that Proposer has reviewed and understands the insurance coverage requirements specified in Exhibit D 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

EXHIBIT E

CHILD SUPPORT ORDINANCE

Contract Language:

CHILD SUPPORT COMPLIANCE CERTIFICATION:

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COUNTY shall be ground for termination of this Agreement.
- C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM
FOR THOSE WITH COURT-ORDERED
CHILD, FAMILY AND SPOUSAL SUPPORT**

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

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

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

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

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

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

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

CONTRACTOR

DATE

Signed Name

Printed Name

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)	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
2. 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:** _____
 (Signature)

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

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.

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

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 three-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 regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is 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

EXHIBIT H

RFP NO. 2018-001

**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 I

RFP NO. 2018-001

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.

EXHIBIT I

RFP NO. 2018-001

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.