



**REQUEST FOR PROPOSALS**

**FOR THE**

**SUBSIDIZED EMPLOYMENT**

**PROGRAM FOR HARD TO PLACE**

**PARTICIPANTS**



**COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE  
REQUEST FOR PROPOSALS  
FOR ENTITIES QUALIFIED TO PROVIDE  
SUBSIDIZED EMPLOYMENT OPPORTUNITIES**

Included in this Request for Proposals (RFP):

- Section I Instructions
- Section II Overview of the Request for Proposals
- Section III Proposal Narrative
- Section IV Proposal Content Requirements
- Section V Administrative Rules and Requirements
- Section VI Exhibits
  - A. RFP Checklist
  - B. RFP Cover Letter
  - C. Budget Forms and Instructions
  - D. Insurance Requirements
  - E. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form
  - F. Nondiscrimination Clause/Statement of Compliance
  - G. Debarment and Suspension Certification
  - H. Lobbying Certificate and Activities
  - I. Five or More Employees Statement
- Section VII Addendum

**I. INSTRUCTIONS FOR PROPOSERS**

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

Contract Analyst  
Sacramento County Department of Human Assistance  
1825 Bell Street  
Sacramento, CA 95825

**PACKETS MUST BE RECEIVED AT THE ABOVE ADDRESS  
NO LATER THAN 3:00P.M., WEDNESDAY, OCTOBER 18, 2017**

<p><b><u>LATE PACKETS WILL NOT BE ACCEPTED</u></b> <b><u>POSTMARKS WILL NOT BE ACCEPTED</u></b> <b><u>FAX SUBMISSIONS AND E-MAILS WILL NOT BE ACCEPTED</u></b> <b><u>DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED</u></b> <b><u>PACKETS THAT ARE NOT SEALED WILL NOT BE</u></b> <b><u>ACCEPTED</u></b></p>
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**Funding Cycle:** Contract execution, through June 30, 2018, with the possibility of two one-year extensions for fiscal years 2018-19 and 2019-20, contingent on funding.

**Qualified Proposers:** Community Based Organizations (CBOs) with existing 501(c) 3 status, non-profit or for-profit entities, and government agencies, with a minimum of two years of experience, providing employer recruitment and employment opportunities for low income populations within the Sacramento County region.

**Funding:** Funding for this program is pooled. As such, funding will be allocated as expended and is expected to remain in place for the entire contract year.

**MANDATORY PROPOSER'S CONFERENCE:**

There is a Mandatory PROPOSER's Conferences scheduled on **Monday, October 2, 2017** promptly at **10:30 p.m.** Check in time will begin at 10:15 a.m. It will be held at the Department of Human Assistance, **1825 Bell Avenue**, Sacramento, CA in conference room 256. Please ensure a timely arrival.

The purpose of this conference is to discuss the requirements and objectives of the RFP, answer questions and provide needed clarification relating to this RFP. If possible, please have questions written down prior to the conference. No questions will be answered prior to the conference. Reservations for the conference may be made by emailing **DHA-RFP-Reservations@saccounty.net** by **3:00 p.m., Friday, September 29, 2017**. In your reservation email, please include your name, the entity you represent and the number of people attending the conference. Please put Subsidized Employment reservation on the subject line of the email. Packets will be accepted only from those entities with representatives attending the conference.

Any questions or need for clarification arising from the Mandatory PROPOSER's Conferences that cannot be readily answered during the conferences will be answered via an e-mail sent to all conference attendees by close of business Wednesday, October 4, 2017.

**DHA HARD-TO-PLACE SUBSIDIZED EMPLOYMENT TIMETABLE**

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
<b>Monday, September 25, 2017 8:00 A.M.</b>	RFP released	<b>DHAnet</b>	(DHA) 1825 Bell Street, Sacramento, CA 95825
<b>Friday, September 29, 2017 3:00 P.M.</b>	Reservations for conference	<b>DHA-RFP- Reservations@saccounty. net</b>	
<b>Monday, October 2, 2017 TBD</b>	Proposer's conference	<b>Kathy Seatris (916) 875-3696 <a href="mailto:seatrisk@saccounty.net">seatrisk@saccounty.net</a></b>	(DHA) 1825 Bell Street, Sacramento, CA 95825
<b>Wednesday, October 4, 2017</b>	Answers to conference questions	<b>Kim Mack/ Kathy Seatris/ Deborah Burch</b>	Via email
<b>DEADLINE Wednesday, October 18, 2017 3:00 p.m.</b>	Final date and time to submit proposal packets	<b>Kim Mack</b>	(DHA) 1825 Bell Street, Sacramento, CA 95825
<b>Thursday October 19, 2017</b>	Technical Review	<b>Kim Mack</b>	(DHA) 1825 Bell Street, Sacramento, CA 95825
<b>Monday, November, 6, 2017</b>	Notice of proposed awards posted at DHA	<b>Kim Mack</b>	(DHA) 1825 Bell Street, Sacramento, CA 95825
<b>*DEADLINE Monday, November, 13, 2017 3:00 p.m.</b>	Final Date to submit written Protest of Awards	<b>Ann Edwards, Director</b>	(DHA) 1825 Bell Street, Sacramento, CA 95825
<b>Monday, November 20, 2017</b>	Director's decision on protests	<b>Ann Edwards, Director</b>	
<b>Tuesday January 9, 2018</b>	Present recommended awards to BOS	<b>Ann Edwards, Director</b>	BOS chambers
<b>**Thursday, February 1, 2018</b>	Anticipated Contract Begin Date		

\*Contingent on all previous steps

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE  
REQUEST FOR PROPOSALS  
FOR ENTITIES QUALIFIED TO PROVIDE  
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**DEFINITIONS**

The following are definitions as they pertain to this Request for Proposals (RFP):

**CDSS** – California Department of Social Services

**Company** – Employer with whom the successful PROPOSER contracts for employment opportunities for participants. This entity may be a company, business or other entity offering employment opportunities.

**DHA** – Sacramento County Department of Human Assistance

**Direct Costs** – Salaries and Benefits of staff directly involved in the implementation of the required services of this RFP

**Employer** – Business or company employing the SE participant

**Full-Time Employment** – Hours sufficient to be considered full-time by the industry standard, generally, a minimum average between 30 to 40 hours per week

**Hard-to-Place** – A program participant who has minimal qualifications, education, experience or skills or has other barriers to employment, such as limited English or a criminal record.

**Overhead Cost** – Allowable costs that are over and above costs for direct services. This may include administrative staffing, building costs such as rent, utilities, building insurance, and items used for program, such as copying and paper products.

**Participant** – DHA approved individuals who are the eligible to the Subsidized Employment program.

**Personally Identifiable Information (PII)** –PII includes any information that can identify individuals, such as name, address, social security number, date of birth, driver’s license number or identification number. PII may be electronic or on paper.

**Proposer** – Entity completing the Proposal Packet.

**Proposer Packet** – The response to this RFP demonstrating the PROPOSER’s qualifications to meet the requirements herein.

**Request for Proposal (RFP)** – This document requesting proposals from entities qualified to provide employment services

**Sacramento Region** – The employment opportunities for the participant served by the RFP must be within 10 driving miles from Sacramento County boundary lines.

**Subsidized Employment (SE)** – Program designed to place SE participants into permanent jobs where the gross wages are subsidized by DHA for up to six months.

**Unsubsidized Employment** – Regular, permanent employment with wages no longer reimbursed by DHA.

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

### **A. BACKGROUND**

California Assembly Bill 74 enacted a subsidized employment (SE) program to provide employment opportunities to eligible SE program participants. Sacramento County Department of Human Assistance's (DHA) SE program is a one-year program designed to provide SE participants with employment opportunities that maintain self-sufficiency for the participant, and offer employers an adequate employment period to properly evaluate the SE participant's performance. This component of the SE program will focus on securing employment for DHA's eligible hard-to-place SE participants. Eligible hard-to-place SE participants may be individuals with minimal qualifications, education, experience and/or skills, or may have other barriers to employment, such as limited English proficiency or criminal backgrounds. DHA will identify and refer qualified candidates for employment, and reimburse the wages of the SE participant up to the first six months of the program, with the employer retaining the successful participant in the SE program for the remaining six months as an unsubsidized employee.

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

DHA is seeking to contract with entities with a minimum of two years' experience in recruiting and securing employers, with a focus on providing employment opportunities to DHA's eligible hard-to-place SE participants. The experience must be recent and relevant to the goals of this RFP. The entity must provide its last two available fiscal year audits. It must not be debarred from doing business with federal, state or local governments. The entity must be in good standing with the Internal Revenue Service and the Franchise Tax Board.

The recruited employer will fill existing permanent vacancies within the company with eligible hard-to-place SE participants, following the company's usual hiring, evaluation and retention practices. Employers must be willing to take program participants who have been identified as hard-to-place, and work with them to bring the participants' skill level to an acceptable level for continued employment. Employers may receive reimbursement of wages paid to qualified participants for a maximum of six months and are expected to continue employment after the subsidy ends, if the participant has successfully completed the subsidized period, and to report continued employment through the 12<sup>th</sup> month of employment.

Subsidized employment will only be paid for regularly earned wages, shift differential or special pay (such as pay for certificates or additional skills) for the participant at the same rate as paid by the employer to other non-subsidized employees in the same classification. Non-work days, such as vacation or holidays, paid by the employer are eligible for the subsidy as long as it is the employer's usual practice to pay for those days for non-subsidized employees in the same classifications. SE does not cover contract work, overtime, commissions, piecework pay, incentives, bonuses, severance pay, tips, mileage, or employee reimbursements.

## **III. SCOPE OF WORK**

### **A. PROPOSER'S RESPONSIBILITIES**

The successful PROPOSER will recruit and contract with employers, facilitate filling positions with the employer, and also act as the fiscal agent for this program, tracking the employment and verifying the accuracy of the wages paid to eligible SE program participants. The successful PROPOSER will perform the following duties:

- a. Recruit and hold the contract with employers, ensuring they meet the criteria under Section III.B. below;
- b. Make reasonable efforts to coordinate recruitment efforts and not duplicate services provided by DHA, other agencies or employers;

- c. Coordinate referrals of potential participants with the employer for interviewing and selection;
- d. Collect and verify the accuracy of the participant's earnings;
- e. Submit notifications, claiming reports and documentation to DHA; and
- f. Follow the instructions in DHA's SE handbook.

**B. EMPLOYER CRITERIA**

PROPOSER shall ensure subcontracted employers:

- Are a viable business with a legitimate business address;
- Have the appropriate business license or other document allowing the employer to operate in Sacramento County;
- Have sufficient resources to compensate the subsidized employee without the subsidy;
- Have been in business for at least two years;
- Are located within the County of Sacramento, or no more than ten driving miles outside Sacramento County;
- Offer subsidized employment opportunities to no more than thirty percent of the employer's full-time workforce;
- Have a valid Tax Identification Number or Social Security Number;
- Are in good standing with the Internal Revenue Service and the Franchise Tax Board;
- Have not been debarred from doing business with the government;
- Not discriminate in terms of age, sex, race, religion, national origin, or physical or mental disability;
- Not violate applicable health and safety standards;
- Not receive duplicate funding or reimbursement for an eligible program participant through any other funding source;
- Follow the company's usual hiring, evaluation and retention practices when filling existing permanent vacancies within the company with eligible SE participants;
- Have a minimum of three permanent, year-round, full-time unsubsidized employees;
- Follow the company's usual hiring, evaluation and retention practices when filling existing permanent vacancies within the company with eligible SE participants;
- Have a process in place for participants to receive training, support, and information specific to the job, needed to help them retain their position on a permanent basis;
- Provide training, support, and information specific to the job, needed to help the participant retain the position on a permanent basis;
- Compensate participants at the same rates and on the same pay date as similarly situated employees, adhering to the Fair Labor Standards Act of 1938, as amended, or the applicable state or local minimum wage;
- Provide participants with the same employee benefits (including health benefits, sick leave, vacation and holiday pay) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work;
- Observe applicable Federal and State labor laws, including laws on sick leave, breaks and meal times;
- Maintain an insurance plan for workers' compensation for program participants. The insurance must be issued by a carrier with an A.M. Best Rating of A-VII licensed to do business and underwrite workers' compensation insurance in the State of California, and as outlined in Exhibit D Insurance requirements of this application packet. If sub-contractor is self-insured for Workers' Compensation, sub-contractor shall provide the applicable certificate number provided by the California Department of Industrial Relations.

**C. POPULATION TO BE SERVED AND GEOGRAPHIC AREA**

The Department of Human Assistance serves a low-income, multi-lingual, multi-cultural population. This component of the SE program seeks proposals from entities who can demonstrate success in placing hard-to-place individuals residing in Sacramento County who may

have minimal qualifications, education, experience or skills, limited English proficiency, a criminal record or other employment issues.

**D. NONDISPLACEMENT REQUIREMENTS**

PROPOSERS must ensure that any employment position under this RFP will comply with all relevant federal and state statutes and regulations, including, but not limited to, Welfare and Institutions Code section 11324.6 (Attachment 1) and CDSS Manual of Policies and Procedures (MPP) Section 42-720 (Attachment 2), which prohibit, among other things, the displacement or partial displacement of current regular employees by SE participants who are assigned to Welfare-to-Work activities.

PROPOSERS must also comply with Welfare and Institutions Code sections 11324.5 and 11324.7 and CDSS MPP 42-720 requirements regarding notification to labor unions and non-union employees of the use of SE recipients and, if a regular employee wishes to file a complaint regarding an alleged displacement, PROPOSERS must allow that regular employee to use any existing grievance procedure that is part of a collective bargaining agreement or must participate in the Employee Displacement Grievance process as outlined in MPP 42-720.4.

**E. QUALIFICATIONS, EXPERIENCE AND KNOWLEDGE**

PROPOSER must have the knowledge, training and experience, as described in the Scope of Work. PROPOSERS must demonstrate in the proposal narrative how they have met the requirements for providing relevant employment opportunities within the Sacramento County region to low-income, diverse, multi-cultural, and/or unemployed residents.

**F. PROPOSER'S ORGANIZATIONAL STRUCTURE**

PROPOSER must demonstrate the organizational structure has the capacity to provide the services proposed.

**G. AVAILABLE FUNDING**

Funding under this RFP is pooled. As such, funding will be allocated as expended and is expected to remain in place for the entire contract year.

Funds provided under this agreement shall be used to reimburse the successful PROPOSER for the cost of wages paid to eligible hard-to-place SE participants and associated allowable operating costs. These costs do not include employer's own costs associated with participant's wages, such as employer taxes, worker's compensation insurance, etc. PROPOSER may be reimbursed personnel and overhead costs incurred by PROPOSER in administering this agreement. Operating costs may include portions of rent, utilities, telephones and insurance attributable to operating this program. Wage reimbursements must equal at least 50% of invoiced expenditures over the course of the any awarded contract.

No start-up costs will be allowed under this RFP.

Preference will be given to those PROPOSER's who demonstrate an ability to provide the level of service described in the Scope of Work while efficiently using public funds. The County reserves the right to increase or decrease the contract amount based on available funding, and fund any proposal at its discretion. Contract awards are contingent upon available state and/or federal funding.



**H. PROPOSAL BUDGET**

PROPOSER's budget must detail the types of employment opportunities to be offered, including anticipated wages, direct participant services, and the total costs for all services proposed. Please use Exhibit C of this packet to delineate those costs.

**I. TERM**

This RFP is for an anticipated contract period commencing with any contract execution in fiscal year 2017-18, and ending **June 30, 2018**, 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.

**IV. PROPOSAL CONTENT REQUIREMENTS**

PROPOSERS must prepare a proposal which includes the items specified below in the order specified below. The PROPOSER will provide all information requested below.

**A. RFP CHECKLIST- ONE PAGE (Exhibit A)**

Use this checklist to ensure all necessary documentation is submitted with your packet.

**B. RFP COVER LETTER-FOUR PAGES- (Exhibit B)**

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 add additional pages if necessary to capture all pertinent information.
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 an intent to meet and abide by the RFP requirements and rules.

**C. TABLE OF CONTENTS - ONE PAGE**

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. SUBSIDIZED EMPLOYMENT PROGRAM PROPOSAL DESCRIPTION NARRATIVE**

In this section, the PROPOSER will submit a program narrative providing required information. **Each section below should begin on a separate page, with the heading clearly stating which section is being addressed.** The program description must provide at least the following:

**1. Program Services****a. Experience**

Describe the main purpose of your entity, number of years your entity has placed job candidates into jobs, your experience in placing prospective hard-to-place candidates into jobs, ie; numbers and populations served, types of businesses recruited and outcomes attained. Include your process for identifying businesses that will accept hard-to-place candidates and the process you use to recruit employers. Describe your experience in working with the population identified in Section III.C.

**b. Employer Relationships:**

Describe how you identify problems with employers with whom you contract. Site an example of a successful employer relationship with your entity and what made it

successful. Site two examples of unsuccessful employer relationships with your entity and the outcome. In each example, clearly state the issues, steps taken to resolve problems, the reasons for those steps and the outcome.

c. **Employee (Participant) Placements:**

Describe how you identify problems with program participants placed through your entity. Site an example of a successful employment placement your entity facilitated and what made it successful. Site two examples of unsuccessful placements your entity facilitated and the outcome. In each example, clearly state the issues, steps taken to resolve problems, the reasons for those steps and the outcome.

d. **Contracting Concerns:**

Describe a time when you experienced difficulties with an employer meeting and maintaining the expectations of your contract. Include your efforts to mitigate the difficulties and the outcome.

2. **Organizational Structure**

Provide an organizational chart outlining the organization's structure, highlighting the staff who will work directly with the project. Please list the staff titles, provide job descriptions that outline specific job duties of each staff who will work directly with employers and participants, and the staff who will work with the administrative duties. The job titles listed must match the job titles outlined in the Budget/Exhibit C narrative.

3. **Program Budget**

If you have provided contractual services for a subsidized employment program in Sacramento County in the last fiscal year (2016-17), please describe your program budget, including all personnel, their titles and duties and all other costs associated with running this program. Submit documentation of your final billing showing the amount expended for each line item claimed and the total amount for the year for each year you provided this service and include the number of people served in the program. Use this information to determine your cost per person placed. Include your cost per person in your narrative. Cost per person is determined by taking the total amount expended for the fiscal year, minus the total wages reimbursements for the year, divided by the number of people placed in employment in the fiscal year. If you provided this service under contract to DHA or SETA and need help gathering this information, you may contact DHA.

If you have not provided this service under contract to Sacramento County or an affiliate of the County, please describe your budget, including all personnel, their titles and duties and all other costs associated with running a similar program. Provide proof of your costs for providing similar services for the last fiscal year and the number of people served in this capacity by your entity. Use this information to determine your cost per person placed. Include your cost per person in your narrative. Cost per person is determined by taking the total amount expended for the last fiscal year (2016-17), divided by the number of people placed in employment in the fiscal year.

4. **Audit**

Provide the most current two fiscal year audits that have been completed. Address any findings resulting from the audit.

5. **References**

Please provide contact information for five references with knowledge of your performance in the area of placing low-income persons into self-sustaining employment.

Include two employers with whom you have worked, two candidates you have placed and one reference from another entity with whom you have done business.

**E. BUDGET (Exhibit C)**

Exhibit C from this packet is to be used to provide information on your entity's proposed costs. PROPOSER's costs may include personnel and overhead costs incurred by PROPOSER in administering the services of this RFP. Overhead costs may include portions of rent, utilities, telephones and insurance, etc., attributable to operating this program. Include the costs of reimbursements, including the duration of the jobs proposed, the rate per hour proposed for each position, and the number of hours per position. Calculate totals, providing the total funds requested with the number of participants to be served.

Wage reimbursements are those gross wages, excluding overtime, paid to the participant and do not include the employer's own costs associated with participant's wages, such as employer taxes, worker's compensation insurance, etc. Wage reimbursements must equal at least 50% of total program expenditures for fiscal year 17-18.

**F. 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 contractors are selected, the proposed contractors 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.

**G. OTHER EXHIBITS**

PROPOSERS must read, complete, sign in blue ink and return the following exhibits:

1. **CHILD SUPPORT ORDINANCE (Exhibit E)**

PROPOSERS are required to read the "County of Sacramento Contractor Certification of Compliance Form for those with Court-Ordered Child, Family and Spousal Support" and complete the "Contractor Identification Form".

2. **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.

3. **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.

4. **LOBBYING CERTIFICATE AND ACTIVITIES (Exhibit H)**

PROPOSERS must read and sign the Lobbying Certification. This certification must accompany each proposal to comply with Code of Federal Regulations Title 31, Section 1352.

5. **FIVE OR MORE EMPLOYEES STATEMENT (Exhibit I)**

PROPOSERS must read and sign the Five or More Employees Statement.

**H. NONPROFIT STATUS/ARTICLES OF INCORPORATION**

Sacramento County requires nonprofit organizations to provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board.

**I. PROOF OF SIGNATURE AUTHORITY**

Sacramento County requires PROPOSERS provide documentation that the person who signs this packet is authorized to submit this proposal to Sacramento County 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.

**V. ADMINISTRATIVE RULES AND REQUIREMENTS**

The purpose of this RFP is to determine whether contract PROPOSERS meet the DHA requirement. PROPOSERS must also be able to comply with Sacramento County's contract requirements.

**A. PACKET SUBMISSION –TECHNICAL REVIEW**

**NOTE: Failure to furnish all information required in this RFP or to follow outlined formatting WILL disqualify the PROPOSER. Carefully review and adhere to ALL requests in this RFP.**

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 Times New Roman font.** Each page of the proposal (not just the narrative) must be clearly and consecutively numbered at the bottom of each page.
2. Staple each copy of the packet in the upper left corner or secure the packet with ordinary spiral binding. If the 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, expensive paper and bindings, and visuals or other presentations are neither necessary nor desired.
3. All packets must be submitted in the order specified in Section IV of this RFP.
4. The packet **MUST** be submitted in the legal entity name of the PROPOSER or an authorized representative. If the packet is submitted by a corporation, the packet 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 DHA with the packet. **SIGNATURE FACSIMILE STAMPS WILL NOT BE ACCEPTED.**
5. An original with original signatures in blue ink, and one copy of the PROPOSER's packet must be enclosed in a sealed envelope or box bearing the name and address of the PROPOSER clearly visible, and plainly marked: **"SEALED BID – HTP SUBSIDIZED EMPLOYMENT"**.

6. If any information contained in the RFP 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 packet. The agreement is available upon request and must be submitted with the packet.
7. Additional material submitted with the packet that has not specifically been requested in this RFP may lead to disqualification during the technical review.
8. Packets 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 **October 18, 2017 at 3:00 p.m.** at the above address will be rejected.

Packets submitted to any other office will not be accepted. It is the responsibility of the PROPOSER 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.

Emails will not be accepted.

DHA will reject any packet not meeting this RFP requirement.

## **B. RULES GOVERNING RFP COMPETITION**

### **1. PROPOSER's Cost for Developing The Packet**

Costs for developing and submitting packets 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 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 PROPOSER, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of

the PROPOSER's qualifications and the attribute, condition, or capability is a requirement of the RFP, the submitted packet shall be rejected.

**6. PROPOSER Responsibility**

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

**7. Right of the County**

The County reserves the right to:

- a. Negotiate changes to contracts.
- b. Request additional written or oral information from PROPOSERS in order to obtain clarification of their responses.
- c. Make awards of contracts for all the services offered in a qualified response or for any portion thereof.
- d. Recommend and/or award an amount more or less than stated in the RFP, if an amount is stated, and negotiate a reduction or increase in service levels commensurate with funds availability.

**8. Rejection of Packets**

*Failure to furnish all information required in this RFP or to follow the format requested shall disqualify the PROPOSER, including agencies that would otherwise qualify for the funding. Any exceptions to the scope of work required by this RFP must be justified in the response to this RFP.*

**9. 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 materials provided as responses to this RFP and recommendation for contract(s) award(s) are conducted as follows:

1. The sole purpose in the evaluation process is to determine that the respondents meet the requirements of and agree to the requirements of contracting with the County.
2. Recommended awards will be made for PROPOSERS who meet the County contracting requirements as stated in this RFP.
3. Attempts by a PROPOSER to contact and/or influence County staff during the certification process may result in disqualification of the PROPOSER.

**D. NOTICE OF AWARD AND OPPORTUNITY TO PROTEST**

1. A list of all proposed awards shall be posted on [www.dha.saccounty.net](http://www.dha.saccounty.net) under Community Engagements for five (5) working days, beginning **Monday, November 6, 2017**. All PROPOSERS and any interested persons may review the notice at DHA.

2. Any respondent wishing to appeal the proposed award must submit a written letter of protest by **Monday, November 13, 2017** at 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:**
  - a. **Procedural irregularities (for example, PROPOSER treated differently than other PROPOSERS by allowing them to submit additional information after the deadline).**
  - b. **Conflict of interest.**
  - c. **County is proposing to award the contract to a PROPOSER(s) other than the PROPOSER(s) deemed 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.**

**VI. EXHIBITS**

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

- A. RFP Checklist
- B. RFP Cover Letter
- C. Budget Forms and Instructions
- D. Insurance Requirements
- E. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form
- F. Nondiscrimination Clause/Statement of Compliance
- G. Debarment and Suspension Certification
- H. Lobbying Certificate and Activities
- I. Five or More Employees Statement

**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 original proposal with original signatures and all documents listed below, plus six copies of items 1 through 4.

Entity Name: \_\_\_\_\_

- \_\_\_ 1. **RFP Cover Letter / Intent to Meet RFP Requirements / PROPOSER's Statements** PROPOSER must sign the certification on page 5 (Exhibit B in this packet)
- \_\_\_ 2. **Table of Contents**
- \_\_\_ 3. **Proposal Response** Describe how the proposal will meet the requirements of this RFP as outlined in Sections III and IV.D.
- \_\_\_ 4. **Budget** Include a job description for each position listed on the budget forms (Exhibit C in this packet)
- \_\_\_ 5. **Insurance Requirements** PROPOSERS must sign the PROPOSER's Statement Regarding Insurance Coverage (Exhibit D in this packet)
- \_\_\_ 6. **Child Support Ordinance** PROPOSERS must read the Child Support Ordinance, sign the Contractor Certification of Compliance form, and complete and sign the Contractor Identification Form (Exhibit E in this packet)
- \_\_\_ 7. **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)
- \_\_\_ 8. **Debarment and Suspension Certification** PROPOSERS must read and sign the Debarment and Suspension Certification (Exhibit G in this packet)
- \_\_\_ 9. **Lobbying Certificate and Activities** PROPOSERS must read and sign the Lobbying Certificate and Activities forms (Exhibit H in this packet)
- \_\_\_ 10. **Five or More Employees Statement** PROPOSERS must read and sign the Five or More Employees Statement (Exhibit I in this packet)
- \_\_\_ 11. **Nonprofit Organization Status/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.
- \_\_\_ 12. **Proof of Signature Authority** Provide documentation that the person who signs this proposal is authorized to submit it on behalf of this entity.
- \_\_\_ 13. **Audit Requirements** (Government agencies are exempt) PROPOSERS must submit their two most recent fiscal year audits prepared by an independent, certified public accountant. Entity 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 (Form 990), or, an internally prepared financial statement.

**I acknowledge that I have reviewed and am submitting my organizations RFP response in the order listed above with all pages numbered consecutively - the first page of the RFP Cover Letter being page 1 and the last page of the Financial Statement being the last number in your numbering sequence.**

\_\_\_\_\_  
Signature of PROPOSER's Authorized Representative

\_\_\_\_\_  
Date



**EXHIBIT B**

**RFP COVER LETTER AND PROPOSER'S STATEMENTS OF INTENT TO MEET RFP REQUIREMENTS**

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

Attention: Contracts Manager

SUBJECT: **FOR ENTITIES QUALIFIED TO RECEIVE  
SUBSIDIZED EMPLOYMENT FUNDING**

TYPE OF ENTITY: (CHECK ONE)

- Public  Corporation  Private Nonprofit  Private for Profit  Individual Owner  Partnership
- Educational Institution

\_\_\_\_\_  
Name of PROPOSER (Legal Entity)

\_\_\_\_\_  
Owner's Name or Name of Parent Corporation (if applicable)

\_\_\_\_\_  
Address of PROPOSER (Street, City, Zip Code)

\_\_\_\_\_  
PROPOSER's Federal Tax Identification Number

\_\_\_\_\_  
Contact Person (Please Print) (NAME and TITLE)

\_\_\_\_\_  
Phone and Fax Number of PROPOSER

\_\_\_\_\_  
E-Mail Address of PROPOSER

\_\_\_\_\_  
Name and title of person(s) authorized to sign for agency, Phone Number, Fax Number and E-Mail address

\_\_\_\_\_

\_\_\_\_\_

PROPOSER'S STATEMENTS

1. Minimum Qualification Requirements – Has your entity been in business a minimum of two years, providing employment opportunities within the Sacramento County region as described in Section II, B?

Yes  No

If yes, please go to #2 below.

If no, please STOP. Your organization does not qualify.

2. Prior business names: \_\_\_\_\_

3. Number of years prospective contractor has been licensed or incorporated: \_\_\_\_\_

a. Business License # and expiration date: \_\_\_\_\_

b. Date of Incorporation: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

6. 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: \_\_\_\_\_

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

Name of Business Associate

Name of Business

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

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10. 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.

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11. Attach a resolution from your agency's Board of Directors authorizing the agency to submit this proposal or if your agency does not have a Board of Directors, documentation authorizing the signatory to sign contracts.

---

**Certification**

---

I certify that all statements in this Exhibit B, PROPOSER'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 \_\_\_\_\_ financial and other records. (Agency name)

\_\_\_\_\_  
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 signing the proposal is authorized to submit this proposal on behalf of this entity.

**EXHIBIT C**  
**BUDGET FORM AND INSTRUCTIONS**

Complete one Program Budget for this RFP. **The budget must be prepared on a cash accounting basis.**

The SE budget includes 50% or less for PROPOSER's costs to administer this program, and 50% or more for wage reimbursements for program participants. PROPOSER's costs include staffing and associated overhead costs of running this program.

The budget consists of four forms:

1. Personnel Costs – this includes both direct and indirect
2. Overhead Costs – this includes all other expenses
3. Employee Wages – this includes the anticipated allowable gross wages paid to program participants
4. Budget Summary Form/Total Program Costs

**PERSONNEL COST FORMS**

To complete the Personnel Costs form for both direct and indirect personnel salaries and benefits:

- **Column (a)**, Annual Salary, insert the Annual Salary cost for each position at one Full Time Equivalent (FTE).
- **Columns (b) through (d)** Insert the annual employer paid benefits.
- **Column (e)**, Add **Columns (a) through (d)**.
- **Column (f)** is the FTE (percentage of time) of this position to be worked on this contract.
- **Column (g)**, is the Total Cost Requested for this contract. 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.  
Place that figure in the appropriate box on the Budget Summary.

**EXPENSE COSTS FORMS**

To complete the Expense form:

- List expense items in the **Column (a)**.
- List the total Program Cost for each item in **Column (b)**.
- Enter the percentage of cost of line item attributable to this program in **Column (c)**.
- Calculate the cost to DHA in **Column (d)**.
- Add column (d) and place total at bottom. Place that figure in the appropriate box on the Budget Summary.

**PROPOSED PARTICIPANT WAGES FORM**

To complete the Proposed Participant Wages form:

- List the employer in **Column (a)**
- List the proposed classification for each participant in **Column (b)**
- List the gross hourly wage in **Column (c)**
- List the number of hours per week in **Column (d)**
- List the number of weeks per year in **Column (e)**
- List the number of positions as Full-Time Equivalentents (FTE) in **Column (f)**
- Multiply columns (b) through (e) and place that amount in **Column (g)**
- Add all of **Column (g)** to arrive at your proposed subsidized employee wages for this proposal, put this amount in Table 1 of the Budget Summary Form

**BUDGET SUMMARY FORM/TOTAL PROGRAM COSTS**

- Enter the proposed salaries and benefits from Table 1 Totals in Box 1
- Enter the proposed overhead expenses from Table 2 Totals in Box 2
- Enter the proposed participant wages from Table 3 Totals in Box 3
- Add the totals together

The budget must be submitted on the forms included in this exhibit. **No other formats will be accepted.**

**EXHIBIT C – TABLE 1**

**NAME:** \_\_\_\_\_

**PROPOSER’S PERSONNEL COSTS**

<b>DIRECT SALARY AND BENEFITS EXPENSE</b>							
<b>POSITION<sup>1</sup></b>	<b>(A) ANNUAL SALARY</b>	<b>(B) EMPLOYER’S FICA CONTRIBUTION</b>	<b>(C) EMPLOYER’S RETIREMENT CONTRIBUTION</b>	<b>(D) EMPLOYER’S INSURANCE CONTRIBUTION</b>	<b>(E) SALARY &amp; BENEFITS</b>	<b>(F) FTE THIS CONTRACT</b>	<b>(G) TOTAL COST REQUESTED</b>
LIAISON							\$
							\$
							\$
							\$
							\$
<b>INDIRECT SALARY AND BENEFITS EXPENSE</b>							
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
<b>(1) TOTAL SALARIES AND BENEFITS</b>							<b>(1)</b> \$

**PLACE THE TOTAL IN BOX 1 ABOVE IN TABLE 4, BOX 1 OF EXHIBIT C  
ATTACH A CORRESPONDING JOB DESCRIPTION FOR EACH POSITION LISTED.**

**EXHIBIT C – TABLE 2**

**NAME:** \_\_\_\_\_

**PROPOSER’S OVERHEAD EXPENSES**

(a) Overhead Expense Description  List items	(b) Total Proposer Cost	(c) Percentage Attributable to DHA	(d) Cost to DHA
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
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	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
<b>TOTAL OVERHEAD EXPENSES</b>			(2)  \$



**EXHIBIT C – TABLE 3**

NAME: \_\_\_\_\_

**PROPOSED PARTICIPANT'S WAGES**

A	B	C	D	E	F	G
Employer	Classification	Gross Hourly Wage	# of Hours per week	# of weeks (up to 26)	# of positions	Total gross wages
(Example) ABC Widgets	Office Assistant	11.00	40	26	2.0	\$22,880
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
<b>Total Wage Reimbursements</b>						<b>(3)</b> \$

Multiply Column C by D, E and F, place total in Column G.

**EXHIBIT C**

NAME: \_\_\_\_\_

**PROPOSER’S BUDGET SUMMARY FORM –**

<b>TABLE 1 - PROPOSED DIRECT CATEGORIES</b>	<b>TOTAL</b>
<b>SALARIES AND BENEFITS FROM TABLE 1 BOX 1</b>	\$
<b>OVERHEAD FROM TABLE 2 BOX 2</b>	\$
<b>PARTICIPANT WAGES FROM TABLE 3 BOX 3</b>	\$
<b>TOTAL EXPENSES BOX 4</b>	\$

<b>TABLE 2 – WAGE REIMBURSEMENT REQUIREMENT DETERMINATION</b>	
<b>TOTAL EXPENSES FROM BOX 4 ABOVE</b>	\$
<b>MULTIPLY BY .50</b>	x .50
<b>MINIMUM WAGE REIMBURSEMENT REQUIREMENTS</b>	\$

If wage reimbursements do not equal 50% or more, please adjust your budget.

**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. The insurance limits and lines of coverage may be adjusted by the County at time of the best and final proposal. A contract negotiated following this RFP will include the attached insurance exhibit.

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

You must complete and sign the 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 packet will not be considered by the department.

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

Contact Eric Moscrop, Contract Manager, 875-3558, for any further information you may require regarding insurance coverage.

**EXHIBIT D****COUNTY OF SACRAMENTO**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

**I. VERIFICATION OF COVERAGE**

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

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.

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

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

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

D. Professional Liability or Errors and Omissions Liability insurance, appropriate to CONTRACTOR's profession.

E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverages (other than Professional Liability) designated under the Minimum Scope of Insurance.

F. Crime Insurance: Crime Policy written on **Discovery Form**.

### III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

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

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. Workers' Compensation: Statutory.

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

E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

F. Crime insurance to include coverage for Employee Theft (including Faithful Performance of Duty (Per Loss Coverage). Forgery or Alteration including Credit, Debit or Charge Card Forgery, Computer Fraud, Funds Transfer Fraud, Inside the Premises: Theft of Money and Securities, Inside the Premises: Robbery or Safe Burglary of Other Property. Limit shall be no less than the County's estimated reimbursable wages over a one (1) year period.

### IV. DEDUCTIBLES AND SELF-INSURED RETENTION

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

### V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

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

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

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

**VI. OTHER INSURANCE PROVISIONS**

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

- A. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- B. Maintenance of Insurance Coverage: The Contractor shall maintain all insurance coverage and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- C. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- C. Severability of Interest: CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and require all of its subcontractors to maintain adequate insurance as required in

this Agreement. CONTRACTOR shall also require all of its subcontractors to name the County as additional insured on all contracts related to this Agreement.

**VIII. PROFESSIONAL LIABILITY**

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

**IX. WORKERS' COMPENSATION**

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

**X. NOTIFICATION OF CLAIM**

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

**EXHIBIT D**

**PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE**

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

PROPOSER HEREBY CERTIFIES that PROPOSER has reviewed and understands the insurance coverage requirements specified in Exhibit D of this packet. 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



**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. 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:

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

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

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

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

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

[DCSS-BidderCompliance@saccounty.net](mailto:DCSS-BidderCompliance@saccounty.net).

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Printed Name**

**CONTRACTOR IDENTIFICATION FORM**

**Contractor is exempt. If not exempt, CONTRACTOR TO COMPLETE:**

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

**Completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

Department to submit form to the Department of Child Support Services, Mail Code 38-001, attention Contractor Match or to FAX # 875-9696

**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  
(Name of official)

bind the 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  
(Date) (County)

of perjury under the laws of the state of California.

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**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 that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a 3-year period preceding this proposal/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 PROPOSER (Legal Entity)

\_\_\_\_\_  
Signature of PROPOSER's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

Date of Signing \_\_\_\_\_

Exhibit H

ENCLOSURE 1

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

County/Agency

Name/Title of Submitting Official

Signature

Date



**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type</b> a. initial filing b. material change <b>For Material Change Only:</b> Year _____ Quarter _____. Date of last report _____.
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	<b>5. If Report Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): (attach Continuation Sheet(s))	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  SF-LLLA, if necessary	
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other: specify:	
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify nature _____, value _____.		
<b>1. Brief Description of Services Performed or to be Performed and Date(s) of Service,</b> including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:  (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature: _____ Print Name: _____ Title: _____ Telephone: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first awardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment; include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number of grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number. Grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact with Federal officials. Identify the Federal officials(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

<p>According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, the Office of Management and Budget, Paper Reduction Project (0348-0046), Washington, DC 20503.</p>
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**EXHIBIT I**

**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

**ADDENDUM**

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

**A. 71-J PROVISION:**

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

**B. CONFIDENTIALITY**

1. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.
2. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures, Confidentiality, Fraud, Civil Rights and State Hearings, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to a PROPOSER or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff that needs PII to perform their official duties as specified in this contract.
3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.
4. CONTRACTOR staff is not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.
5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

**C. SECURITY**

1. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).
2. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.

3. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.
4. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.
5. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.
6. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution
7. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.
8. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

**D. IN THE EVENT OF PII INCIDENTS**

1. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.
2. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail [DHA-ISO@saccounty.net](mailto:DHA-ISO@saccounty.net). CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all clients affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.
3. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:
  - Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.
  - Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident.
4. If a breach of security has occurred in the CONTRACTOR's use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of Contractor. The means and contents of any breach notifications must first be approved by the COUNTY.

**E. REPORTING REQUIREMENTS**

The contractor will be required to complete monthly reporting documents to capture required DHA and CDSS information. Information required by State and Federal governments changes rapidly, thus requiring changes in reporting during the contract period. The contractor must have in place a comprehensive management information system and system unit to comply with the changing fiscal and performance reports required.

**F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR**

Both DHA and PROPOSER will be exchanging information. Proposals must include computer access to allow for sharing of case information while protecting participant confidentiality

**G. GOOD NEIGHBOR POLICY**

1. 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:
  - a. Provision of parking adequate for the needs of its employees and service population;
  - b. Provision of adequate waiting and visiting areas;
  - c. Provision of adequate restroom facilities located inside the facility;
  - d. Implementation of litter control services;
  - e. Removal of graffiti within seventy-two hours;
  - f. Provision for control of loitering and management of crowds;
  - g. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  - h. Participation in area crime prevention and nuisance abatement efforts; and
  - i. 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.
2. 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.
3. CONTRACTOR shall comply with all applicable public nuisance ordinances.
4. 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.
5. 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.

6. 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.

#### **H. 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.

<b>Proposal Component</b>	<b>Factors</b>	<b>Points</b>
Program Services Narrative	Experience	11
	Employer Relationships	10
	Employment Placements	10
	Contracting concerns	11
Organizational Structure		6
Program Budget		12
Audit		5
References		5
Budget		30
Total Points		100