



REQUEST FOR PROPOSALS

FOR

CALFRESH OUTREACH



**REQUEST FOR PROPOSALS (RFP)
FOR CALFRESH OUTREACH
COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE**

INSTRUCTIONS FOR PROPOSERS

Included in this RFP:

Section I	General Information
Section II	Overview of the Request for Proposal
Section III	Program Description
Section IV	Proposal Content Requirements
Section V	Administrative Rules and Requirements
Section VI	Exhibits
	A. RFP Checklist
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	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	Additional Information

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

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

COMPLETED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS
NO LATER THAN **3:00 PM Wednesday, March 6, 2019**

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

**Department of Human Assistance (DHA)
ANTICIPATED RFP TIMETABLE**

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
Monday, February 11, 2019 10:00 a.m.	RFP available to prospective proposers	Kim Mack (916) 876-6241 <u>MackK@saccounty.net</u>	www.dha.saccounty.net
Tuesday, February 19, 2019 3 p.m.	Conference Reservations	DHA-RFP- Reservations@saccounty.net	
Wednesday, February 20, 2019 1:00 p.m.	MANDATORY Proposers' Conference	Kim Mack (916) 876-6241 <u>MackK@saccounty.net</u>	DHA 1825 Bell Street, Room #258 Sacramento, CA 95825
Wednesday March 6, 2019 3:00 p.m. <u>DEADLINE</u>	Final date and time to submit proposals	Kim Mack (916) 876-6241 <u>MackK@saccounty.net</u>	DHA 1825 Bell Street, Suite #200 Sacramento, CA 95825
Thursday March 14, 2019	Evaluation of proposals		DHA 1825 Bell Street, Suite #200 Sacramento, CA 95825
Friday March 22, 2019 10:00 a.m.	Notice of proposed awards posted online		www.dha.saccounty.net Community Engagements Section
Friday March 29, 2019 3:00 p.m. <u>DEADLINE</u>	Final Date to submit written Protest of Awards	Ann Edwards Director	DHA 1825 Bell Street, Suite #200 Sacramento, CA 95825
Friday April 5, 2019	Director's decision on Protest of Awards	Ann Edwards Director	DHA 1825 Bell Street, Suite #200 Sacramento, CA 95825
*Tuesday, May 14, 2019	Present recommended award to the Board of Supervisors	Ann Edwards Director	
July 1, 2019	Contract Begins		

*Contingent on completion of all prior steps

**COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
REQUEST FOR PROPOSALS
FOR
CALFRESH OUTREACH
RFP NO. DHA 2020-001**

I. GENERAL INFORMATION

A. ANTICIPATED FUNDING CYCLE:

July 1, 2019 to June 30, 2020 with the possibility of two one year extensions, contingent on funding availability.

B. QUALIFIED APPLICANTS:

Currently existing food banks or Community Based Organizations (CBOs), that:

- Operate in the geographic boundaries of Sacramento County;
- Provide services accessible to all residents of the County;
- Are located at a fixed address that is open a minimum of 15 hours per week;
- Have current 501(c)3 status;
- Assist a minimum of 150 individuals a month;
- Have facilities conducive to meeting confidentiality requirements of the CalFresh Program; and,
- Have facilities conducive to completing CalFresh applications using Benefits CalWIN (BCW) access.

Any applicants who do not meet all of the above listed requirements will be disqualified upon technical review of submitted proposal and will not proceed to evaluation.

C. ANTICIPATED AMOUNT OF FUNDS:

\$300,000 annually, July 1st through June 30th, contingent on funding availability.

The amount of money available may be granted to a single bidder, or allocated to several bidders who demonstrate the ability to meet the scope and conditions for this proposal, as determined by a reviewing and scoring committee.

The Department of Human Assistance (DHA) reserves the right to negotiate with successful applicants regarding scopes of service and funding level requests. If the amount an agency is requesting is non-negotiable the agency must state that in the budget section (Exhibit C). DHA reserves the right to withdraw the award if agreement upon the contract scope or budget cannot be reached.

D. PROPOSER'S CONFERENCE:

A **mandatory** proposer's conference is scheduled for **Wednesday, February 20, 2019 at 1:00 PM** at the Department of Human Assistance, 1825 Bell Street, Room 258, Sacramento, CA 95825. The doors will close at 1:15PM, if you arrive after that time you will not be allowed to participate in the conference or bid on the RFP. The purpose of the conference is to discuss the requirements and objectives of the RFP, answer questions and provide needed clarification relating to this RFP. **All questions must be presented prior to or at the proposers' conference. All questions will be answered at or after the proposers' conference.** Questions can be emailed to dha-rfp-reservations@saccounty.net prior to the proposers' conference. Questions emailed prior to the proposers' conference will be answered at the proposer's conference. Questions that cannot be answered during the conference will be answered via email to all attendees no later than 5:00 pm, Friday, February 22, 2019.

Please confirm your attendance by emailing dha-rfp-reservations@saccounty.net by 3:00 pm, Tuesday, February 19, 2019. It is important for your agency to confirm so that we can make sure enough conference packets are available.

II. OVERVIEW OF THE REQUEST FOR PROPOSAL

A. BACKGROUND

CalFresh is the name for the Supplemental Nutritional Assistance Program (SNAP) in California and was formerly known as Food Stamps. The goal of the CalFresh program is hunger prevention, to improve nutrition and health, and increase the ability of individuals and families to purchase healthy foods.

In California, CalFresh benefits are issued electronically using an electronic benefits card, known as an Electronic Benefits Transfer (EBT) card, rather than by vouchers or coupons. Amounts issued vary according to several factors including household size and income.

B. STATEMENT OF NEED

The goal of outreach is to increase program participation and public awareness, remove perceptions and stigmas around the need to seek food assistance and increase participation in the CalFresh program. Success can be measured by an increase in enrollment in the CalFresh program after an outreach effort.

This RFP is intended to increase outreach efforts and CalFresh participation in the Sacramento community by agencies who work on a local level. Our general target population is low income, singles and families who need food assistance.

C. TERM

The RFP is for a twelve month contract period from July 1, 2019 through June 30, 2020 with the possibility of two one year extensions, contingent on funding availability. DHA reserves the right to initiate a new RFP at any time during this period if the Department determines it is necessary.

DHA may terminate any contract within 30 days without cause. DHA may terminate for cause immediately upon written notice if:

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

III. PROGRAM DESCRIPTION

DHA is seeking providers with a current 501(c)(3) certified nonprofit agency or agencies to perform outreach and enrollment activities promoting the CalFresh program in Sacramento County. The agency or agencies selected will need to demonstrate the ability to provide information on the benefits of healthy food and nutrition and enrollment assistance to low income Sacramento County residents facing food acquisition issues. The agency or agencies will also need to have the ability to assist potentially eligible individuals in applying for CalFresh through MyBCW. The goal of the outreach is to increase CalFresh participation, expand the Department's reach to non-traditional CalFresh households, increase the overall understanding of the benefits of the CalFresh program, and help to reduce food insecurity in Sacramento County.

A. PROPOSER REQUIREMENTS

The contracted agency must:

1. Have at least two years prior experience providing food and nutrition related services to Sacramento County residents and be able to meet their immediate need for food.
2. Have a fixed location (address) that is open, accessible and available to the public for a minimum of 15 hours per week.
3. Have infrastructure already in place to support a potentially high volume of telephone calls and in-person contacts during stated business hours.

4. Have staff resources available to provide the additional level of service requested in this RFP by providing information on available staffing and functions to be used to meet the requirements of this RFP.
5. Provide services to the diverse population of Sacramento County to persons of all age groups, languages and cultures.
6. Demonstrate its ability to provide culturally competent and multilingual services in a variety of languages such as, but not limited to, English, Spanish, Russian, Chinese, Hmong, and Vietnamese to diverse households residing in Sacramento County.
7. Demonstrate a working knowledge of the process to submit an electronic application for CalFresh in Benefits CalWIN.

Any applicants who do not meet all of the above listed requirements will be disqualified upon technical review of submitted proposal and will not proceed to evaluation.

B. OUTREACH ACTIVITIES

Activities shall include distribution of CalFresh brochures, assistance with applying for CalFresh via BCW and other informational instruments at community events, health fairs, nutritional events, and other venues focusing on food security and nutrition. The literature should educate and inform the community to the benefits provided by the CalFresh program, increase awareness of the program, provide information about where to apply for CalFresh benefits and instruct qualified individuals on how to apply using BCW.

1. Distribute CalFresh brochures and other informational instruments to Sacramento County residents at the agency's address or other public events to a minimum of 150 individuals a month.
2. Provide confidential computer access to potential CalFresh applicants as a method to apply for CalFresh benefits electronically via the Benefits CalWIN system. The computer access should be provided at the agency's fixed address. This access would be provided for a minimum of 100 prospective applicants per month. Prospective applicants that are duplicates of another contract for CalFresh Outreach services will not be counted towards the 100 prospective applicants.
3. Participate in or host a minimum of two outreach events per month, with an anticipated attendance level of 50 to 100 or more individuals. Outreach events must have a health and/or nutritional focus. Events could include farmer's markets, school resource fairs, and other community events.

Submit a minimum of 30 CalFresh applications per month.

Contracted agencies must coordinate with the other contracted agencies funded under this RFP as to which events they are planning to attend in order not to participate in the same outreach events.

DHA will provide the successful applicants with a template, on a CD, of approved literature, but it is the responsibility of the selected agencies to print the material. Agencies may not alter or use any other literature other than what has been provided by DHA, or approved by DHA.

4. Provide a public phone number for interested parties to call to receive information on CalFresh benefits and the application process.
5. DHA reserves the right to verify operating hours via physical inspection for all award participants.

C. POPULATION AND GEOGRAPHIC AREA TO BE SERVED

1. The Department of Human Assistance serves a low-income, multi-lingual, multi-cultural population. The Department desires proposals that will include services to participants in the entire Sacramento County area.
2. The population must include residents who are low income, nutritionally needy, and in need of CalFresh benefits or services provided by DHA.

D. REPORTING

Provide DHA information on:

1. Number of brochures and informational instruments distributed each month.
2. Contractors must report to DHA when they enter a contract related to CalFresh Outreach. Contractor must include the name of the new contractor and provide the scope of services to DHA for review.
3. Number of on-line applications that were submitted including the name of applicant each month. If you have another contract for CalFresh Outreach services, the applicants must be submitted with the other CalFresh Outreach contract applicants for review, to avoid duplicated efforts.
4. Number of health fairs and events the contracted agency attended. Reports must include the name, dates and location of the event. If you have another contract for CalFresh Outreach services, the events information must be submitted with the other CalFresh Outreach contract events information for review, to avoid duplicated efforts.
5. Number of phone calls requesting CalFresh information and assistance that were received.
6. All reporting information will be submitted with the monthly claim form for payment.
7. DHA reserves the right to change or increase reporting requirements at any point during the term of the contract period if it becomes necessary.
8. Meet with DHA quarterly to provide updates and discuss progress, as well as ways to increase the CalFresh participation rate.

E. CONFIDENTIALITY

Any proposer awarded a contract must comply with and require its employees and subcontractors to comply with the provisions of Section 10850 of the Welfare and Institutions code and Division 19-000 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, to assure complete confidentiality. Program case records must be protected from open examination for any purpose not connected with the service outlined.

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.

IV. **PROPOSAL CONTENT REQUIREMENTS**

Note: Proposal content **MUST** be submitted in the order listed in this section.

A. **TABLE OF CONTENTS (Not included in packet)**

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. Page numbers may be manually entered.

B. **RFP CHECKLIST (Exhibit A)**

Exhibit is provided in this packet. It must be completed, signed and returned with the rest of the proposal.

C. **RFP COVER LETTER (5 Points) (Exhibit B)**

1. Exhibit is provided in this packet. It must be fully completed and submitted with the proposal. You may type directly on this Exhibit or you may prepare your own statement cover letter. If Exhibit B from this packet is not used, it is the proposer's responsibility to be sure that the format exactly follows Exhibit B and no information is omitted.
2. By signing Exhibit B, proposer specifies intent to meet and abide by RFP requirements and rules. Any exception(s) to any requirements must be stated.

D. **PROPOSAL NARRATIVE (Various Points) (Not included in the packet)**

Program Narrative (55 Points) – This section is not to exceed six pages.

Clearly and concisely describe the agency's proposed program as specified in Section III, Program Description. The description must include (information in parenthesis are minimum requirements of RFP):

- a. Description of the agency's food bank or CBO operations including:
 - Year founded and years in operation (at least two years required).
 - Days and hours of weekly operation at fixed address (at least 15 hours required).
 - Infrastructure and how it meets the current demand for services and will meet the additional demands.
 - Staff and accompanying duties to be utilized to meet the requirements of this RFP, including ability to serve a diverse and multi-lingual population.
 - Current computer/internet resources available to customers and the number of customers expected to use this resource to apply for CalFresh benefits
 - Provide a detailed description outlining how your organization will absorb this function without adding any additional startup costs or expanding operations.
- b. Demonstrate an understanding of this project.
 - Discuss how the agency proposes to meet the outreach requirements of this RFP listed in Section III B.
 - Discuss the agency's experience in submitting CalFresh applications in Benefits CalWIN.
 - Discuss the typical population served by the agency and how proposer will meet the population requirements of the RFP listed in Section III C.
 - Discuss how the agency proposes to meet the reporting requirements of this RFP listed in Section III D.

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

- E. **BUDGET (40 Points) (Exhibit C)**
Exhibit is included in this packet. Complete Exhibit C as an annualized budget to provide information on your proposed costs. The contracted budget will be a prorated amount based on the execution date of any awarded contract.
- F. **INSURANCE REQUIREMENTS (Exhibit D)**
Exhibit is included in this packet. Proposers must read and sign the Proposers Statement Regarding Insurance Coverage. DO NOT purchase additional insurance until you have been awarded a contract. It is suggested that you send the Exhibit D to your agency's current insurance broker to determine if you will need to add coverage and what the cost of that increase would be.
- G. **NONPROFIT STATUS & ARTICLES OF INCORPORATION**
Provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board. Additionally, a copy of the organization's Articles of Incorporation must be included. If an organization is in the process of being incorporated by the California Secretary of State's Office, a proposal may be submitted contingent upon providing proof of the incorporation process, when completed.
- H. **PROOF OF SIGNATURE AUTHORITY**
Proposer must provide documentation that the person who signs this proposal is authorized to negotiate on behalf of the agency 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.
- I. **CHILD SUPPORT ORDINANCE (Exhibit E)**
Exhibit is included in this packet. Proposers must read the Child Support Ordinance, complete and sign the Contractor Certification of Compliance form, and complete and sign the Contractor Identification Form.
- J. **NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE (Exhibit F)**
Exhibit is included in this packet. Proposers must read the Nondiscrimination Clause and complete and sign the Nondiscrimination Statement of Compliance.
- K. **DEBARMENT AND SUSPENSION CERTIFICATION (Exhibit G)**
Exhibit is included in this packet. Proposers must read, complete and sign the Debarment and Suspension Certification. County shall verify that proposer is not listed on the Excluded Parties Listing System (EPLS) at: www.sam.gov. Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.
- L. **LOBBYING CERTIFICATE AND ACTIVITIES (Exhibit H)**
Exhibit is included in this packet. Proposers must read, complete and sign the Lobbying Certification. This certification must accompany each proposal to comply with Code of Federal Regulations Title 31, Section 1352.
- M. **FIVE OR MORE EMPLOYEES STATEMENT (Exhibit I)**
Exhibit is included in this packet. Proposers must read, complete and sign the Five or More Employees Statement.
- N. **FINANCIAL STATEMENT**
All proposers must submit an audited financial statement for the most recently completed fiscal year by an independent, certified public accountant. You must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:
- A Federal Income Tax Return for the most recently completed calendar year; or,
 - An internally prepared annual financial statement for the most recent calendar year.

O. **COST ALLOCATION PLAN**

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

V. **ADMINISTRATIVE RULES AND REQUIREMENTS**

A. **PROPOSAL SUBMISSION**

1. All proposal narratives must be typed and submitted on standard white paper, 8 1/2 inches by 11 inches in size, DOUBLE SPACED, one-sided, in Times New Roman or Arial 10.5 or 11 font, *with each page clearly and consecutively numbered*. (Page numbers may be manually entered.)
2. Staple each copy of the proposal in the upper left corner or secure the proposal with ordinary spiral binding. If proposal packet is too large to staple or spiral bind, secure packet by whatever means possible, but preferably using a method that can be easily taken apart to allow it to be copied. Elaborate artwork and expensive paper and bindings, expensive visual art or other presentations are neither necessary nor desired.
3. **All proposals must be submitted in the order specified in Section IV of this RFP and Exhibit A.**
4. The proposal must be submitted in the legal entity name of the proposer or an authorized representative. If the proposal is submitted by a corporation, the proposal must be signed in **blue ink** by a corporate officer or a representative authorized by the organization. If such authorization is other than a corporate document, a copy of such authorization must be submitted to the DHA with the proposal. **SIGNATURE FACSIMILE STAMPS WILL NOT BE ACCEPTED.**
5. An original with original signatures in **blue ink**, and five copies as required in Exhibit A, RFP Checklist of the proposal must be enclosed in a sealed envelope or box bearing the name and address of the proposer clearly visible, and plainly marked: "**SEALED BID – CALFRESH OUTREACH**". **Proposals that are not sealed will not be accepted.**
6. If any information contained in the response is considered confidential or proprietary by the proposer, it must be clearly labeled as such and presented in a sealed envelope within the proposer's sealed response package. In order to assert the confidentiality of any such information if a Public Records Act is received, the proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality as part of the proposal. The agreement is available upon request and must be submitted with the proposal.
7. Additional material submitted with the proposal that has not specifically been requested in this RFP will not be forwarded to the Review Committee and may lead to disqualification during the technical review.
8. Proposals must be submitted either by mail or by personal delivery to:
Contracts Manager
Sacramento County Department of Human Assistance
1825 Bell Street, Suite #200
Sacramento, CA 95825

Proposals not received by **3:00 PM, Wednesday, March 6, 2019** at the above address will be rejected.

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

Postmarks will not be accepted.

Fax or email submissions will not be accepted.

DHA will reject any proposal not meeting any RFP requirement.

B. RULES GOVERNING RFP COMPETITION

1. **Proposer's Cost for Developing Proposal**
Costs for developing and submitting proposals are the responsibility of the proposer and shall not be chargeable in any way to the County of Sacramento or DHA.
2. **Addenda and Supplement to RFP**
If revisions or additional data to the RFP becomes necessary, DHA will provide addenda or supplements.
3. **Property of the County**
All proposals submitted become the property of the County and will not be returned. As part of the review and selection process, the proposals may be reviewed and evaluated by County staff and representatives from other public agencies and/or individuals from the private sector.
4. **Confidentiality**
All proposals shall remain confidential until the evaluation process is completed, proposed awards have been posted, and the Board of Supervisors has awarded the contracts for this service.
5. **False or Misleading Statements**
Proposals which contain false or misleading statements, or which provide reference which do not support an attribute or condition contended by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal and the attribute, condition, or capability is a requirement of the RFP, the bid shall be rejected.
6. **Proposer Responsibility**
The proposer is expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure or omission to examine any relevant any aspect of this RFP will not relieve you, as a proposer, from any obligation regarding this RFP. By submitting a response, the proposer is presumed to concur with all terms, conditions, and specifications of this RFP.
7. **Reference Check:**
Submittal of a response authorizes DHA to investigate without limitation the background and current performance of your agency. Input of references regarding your capacity to perform in relation to all aspects of this RFP will be used.
8. **Rights of the County**
The County reserves the right to:
 - a. Negotiate changes to proposals.
 - b. Request additional written or oral information from proposers in order to obtain clarification of their responses.

- c. Reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
 - d. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
 - e. Recommend and/or award an amount less than stated in the RFP, if an amount is stated, and negotiate a reduction or increase in service levels commensurate with funds availability.
 - f. Enter into negotiations with the competitor who submitted the next highest-rated proposal, or issue a new RFP, if any competitor, who is selected through this RFP, fails to accept and meet the terms of the standard County contract.
9. Rejection of Proposals
- a. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County to do so.
 - b. Failure to furnish all information required in this RFP or to follow the proposal format required shall disqualify the proposal. Any exceptions to the scope of work required by this RFP must be justified in the proposal.
10. News Releases
News releases pertaining to this RFP and its award will not be made without prior approval of the County.

C. **SELECTION PROCESS AND AWARD CRITERIA**

Evaluation of proposals and recommendation for contract award(s) are conducted as follows:

1. The sole purpose of the evaluation process is to determine from among the responses received which ones are best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposer is superior to another, but simply that in our judgment the selected proposer appears to offer the best overall solution for our current and anticipated needs. This RFP will be awarded to the proposer(s) whose proposal provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of the County.
2. All proposals shall be reviewed to determine whether they meet the content and format requirement specified in the RFP. Incomplete proposals or proposals that do not meet the content and format requirements will not be forwarded to the evaluation committee; they will be rejected prior to review. Rejected proposals will not be returned, but proposers will be notified in writing that the proposal was rejected in the initial screening process.
3. All proposals meeting the content and format requirements shall then be submitted to an evaluation committee, which shall evaluate the proposals based on specific award criteria. The evaluation committee members will independently rank each proposal, and the separate rankings will be accumulated for an overall ranking of all proposals.
4. Recommended awards will be made for one or more proposers who are responsive to the requirements of the RFP and have demonstrated abilities that meet the requirements described.
5. In the event that fewer than three proposals are submitted, the County has the right to make a selection from among the proposals that are submitted, to reissue the RFP in order to

obtain sufficient responsible proposals, or to cancel the RFP and either negotiate a sole source contract or elect to provide the services within the department.

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

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

1. A list of all proposed awards will be posted online at www.dha.saccounty.net for five working days, beginning **Friday, March 22, 2019, 10:00 a.m.** All proposers and any interested persons may review the notice at this website under the “Community Engagements” section.
2. Any respondent wishing to appeal the proposed award must submit a written letter of protest by **3:00 p.m., Friday, March 29, 2019.** Submit this correspondence to:
Director
Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825
3. Protests shall be limited to the following grounds:
 - Procedural irregularities (for example, one or more proposer treated differently than other proposers by allowing them to submit additional information after the deadline).
 - Conflict of interest (for example, a member of the Selection Committee is a member of the Board of any proposer organization).
 - County is proposing to award the contract to a proposer other than the proposer judged to be qualified by the evaluation committee.
4. The protest letter must contain a complete statement of the basis for the protest.
5. The protest letter must include the name, title, address, e-mail address and telephone number of the person representing the protesting party.
6. County shall investigate all written protests and a response shall be sent by the Director of DHA 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 through I:

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

**CALFRESH OUTREACH
RFP NO. DHA 2020-001**

**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. ***Your proposal documents MUST be submitted in the order listed on this Checklist (Exhibit A).***

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

Proposer Name: _____

- _____ 1. Table of Contents, include page numbers.
- _____ 2. RFP Checklist (Exhibit A) Proposer must sign the Checklist.
- _____ 3. RFP Cover Letter/Intent to Meet RFP Requirements/Proposers Statements (Exhibit B) Proposer must sign the Certification on page 5.
- _____ 4. Proposal Narrative
- _____ 5. Budget (Exhibit C)
- _____ 6. Insurance Requirements (Exhibit D)
- _____ 7. Nonprofit Organization Status & Articles of Incorporation
- _____ 8. Proof of Signature Authority: Provide proof that the person who signs this proposal is authorized to sign on behalf of this corporation.
- _____ 9. Child Support Ordinance (Exhibit E)
- _____ 10. Nondiscrimination Clause/Statement of Compliance (Exhibit F)
- _____ 11. Debarment and Suspension Certification (Exhibit G)
- _____ 12. Lobbying Certificate and Activities (Exhibit H)
- _____ 13. Five or More Employees Statement (Exhibit I)
- _____ 14. Financial Statement: Submit an audited financial statement for the most recently completed fiscal year by an independent, certified public accountant. You must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:
 - A Federal Income Tax Return for the most recently completed calendar year; or,
 - An internally prepared annual financial statement for the most recently completed calendar year
- _____ 15. Cost Allocation Plan: Provide a description of your cost allocation plan. Description is limited to no more than two pages of narrative and will include how your organization allocates administrative or overhead costs over multiple contracts.

Signature of Proposer's Authorized Representative

Date

CALFRESH OUTREACH

RFP NO. DHA 2020-001

EXHIBIT B

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

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

Attention: Contracts Manager

SUBJECT: **CALFRESH OUTREACH**

TYPE OF BUSINESS/AGENCY: (CHECK ONE)

Public Corporation Private Nonprofit Private for Profit Individual Owner Partnership

Name of Agency/Proposer (Legal Entity)

Name of Parent Corporation (if applicable)

Address of Agency/Proposer (Street, City, Zip Code)

Agency's/Proposer's Federal Tax Identification Number

RFP Contact Person (Please Print) (Name and Title)

Phone Number including area code

Fax Number including area code

E-Mail Address of Contact Person

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

Provide documentation of person's authorization to sign for proposing entity.

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PROPOSER'S STATEMENTS

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

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

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

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

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

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

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

Yes

No

If yes, list organizations.

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

Yes

No

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

c. Financial interest in any other business: _____

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

Name of Business Associate

Name of Business

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Yes No

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

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

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

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

CALFRESH OUTREACH

RFP NO. DHA 2020-001

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 which we wish to provide. I agree to the right of the County,

State, and Federal government to audit _____ (agency's name) financial and other records.

Print Name of Proposer or Authorized Agent

Signature of Proposer or Authorized Agent

Date

SIGNATURES MUST BE IN BLUE INK

Proposal responses must include evidence that the person signing the proposal is authorized to execute the proposal on behalf of the proposing entity.

**CALFRESH OUTREACH
RFP NO. DHA 2020-001**

**EXHIBIT C
PROGRAM BUDGET**

ENTITY NAME: _____

PROPOSED ANNUAL BUDGET: \$ _____

Is this amount negotiable? Yes _____ No _____

DHA awarded budget (to be completed by DHA) \$ _____

Instructions

Submit an annualized budget. The budget will be prorated based on the execution date of any awarded contract. The Program Budget consists of two forms: Personnel Costs and, Operating Expense. These forms on pages 2 and 3 of this exhibit are provided for the purpose of preparing a line item budget for the contract term.

To complete the Personnel Costs and Sub-contract form:

- **Column (a)**, list the title of each position that will be used on this project
- **Column (b)**, state the Annual Salary cost for each position at one Full Time Equivalent (FTE).
- **Columns (c) through Column (e)** state the annual benefits for each position.
- **Column (f)**, Salary & Benefits is the total of the annual costs for **Columns (b) through Column (e)**.
- **Column (g)** is the FTE (percentage of time) to be worked on this contract.
- The total of **Column (f)**, Salary & Benefits, times **Column (g)**, FTE for This Contract, equals **Column (h)** the Total County Cost Requested for this contract.
- Total **Column (h)** at the bottom

To complete the Operating Expense form:

- List the operating expense (agencies are responsible for the cost of printing brochures and flyers)
- State the amount requested for this project
- Total Operating expenses at the bottom
- Add Personnel Costs sub-totals from page 2
- Total Program Costs at the bottom of page 3

The budget must be submitted on the forms included in this exhibit. **No other formats will be accepted.** However, if a proposer has supplemental information to be considered, it may be **added** in support of the completed forms.

CALFRESH OUTREACH

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EXHIBIT D

INSURANCE REQUIREMENTS

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

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

If your current insurance coverage does not conform to the requirements of the attached insurance exhibit, **do not obtain additional insurance until a contract is offered.**

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

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

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

CALFRESH OUTREACH

RFP NO. DHA 2020-001

EXHIBIT D

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, CONTRACTOR'S insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without exclusions or limitations unless approved by the County Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - A. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - B. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General

Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

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

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

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

2. Automobile Liability:
 - A. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - B. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than \$250,000 per person or occurrence and \$1,000,000 annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTION

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

CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

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

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

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

OTHER INSURANCE PROVISIONS

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

1. **ALL POLICIES:**

- A. **Acceptability Of Insurers:**

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

- B. **Maintenance of Insurance Coverage:**

The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

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

COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:

1. **Additional Insured Status**

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

2. **Civil Code Provision:**

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

3. **Primary Insurance:**

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

4. **Severability Of Interest:**

The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

PROFESSIONAL LIABILITY:

Professional Liability Provision:

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

WORKERS' COMPENSATION:

Workers' Compensation Waiver of Subrogation:

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

NOTIFICATION OF CLAIM:

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

CALFRESH OUTREACH

RFP NO. DHA 2020-001

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 C of this proposal. Should Proposer be awarded a contract, Proposer further certifies that Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the County of Sacramento as Additional Insured.

Name of Proposer (Legal Entity)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

CALFRESH OUTREACH

RFP NO. DHA 2020-001

EXHIBIT E

CHILD SUPPORT ORDINANCE

Contract Language:

CHILD SUPPORT COMPLIANCE CERTIFICATION:

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

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

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

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

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

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

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

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

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

AGENCY NAME

DATE

Signed Name

Printed Name

CONTRACTOR IDENTIFICATION FORM

Contractor is exempt. Complete "Company Name", "Completed by" and "Date" areas only
If not exempt, CONTRACTOR TO COMPLETE FORM:

Company Name _____
 Company Address _____

Taxpayer ID _____ Company Telephone Number _____

1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes) Yes No

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

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

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

CALFRESH OUTREACH

RFP NO. DHA 2020-001

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.

CALFRESH OUTREACH

RFP NO. DHA 2020-001

EXHIBIT F

NONDISCRIMINATION STATEMENT OF COMPLIANCE

_____, hereinafter referred to as
(Agency name)

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

I _____ hereby swear that I am duly authorized to legally bind the prospective
(Name of official)

contractor to the above-described certification. I am fully aware that this certification executed on _____ in the
(Date)

County of _____ is made under the penalty of perjury under the laws of the state of California.
(County)

Print

Signature

Title

Date

CALFRESH OUTREACH

RFP NO. DHA 2020-001

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 application/proposal/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

CALFRESH OUTREACH

RFP NO. DHA 2020-001

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

County/Agency

Name/Title of Submitting Official

Signature

Date

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first awardee of the prime is the 1st tier. Sub-awards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", 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.
10. (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).
11. 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.
12. 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.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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 official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number

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.

CALFRESH OUTREACH

RFP NO. DHA 2020-001

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

VII. ADDITIONAL INFORMATION

CONTRACTOR shall read and comply with all of the following provisions.

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. PII is Personally Identifiable Information, information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.
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, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff who need the PII to perform their official duties as specified in this contract.
3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.
4. CONTRACTOR staff is not to access their own public assistance records, or the records of friends, family, acquaintances, co-workers, or tenants for any reason.
5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor. CONTRACTOR will have each person who will have access to PII read and sign the Sacramento County, Department of Human Assistance, Staff Statement of Confidentiality for Outside Agency Staff (SC63 Outside Agency). The completed form is to be returned to Sacramento County. In addition the form will need to be completed annually for multi-year contracts.

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. PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by a person authorized to access the information. 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 faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
5. CONTRACTOR shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include 500 or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.
6. 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.
7. CONTRACTOR shall ensure that when data containing PII is no longer legally needed, it must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.
8. CONTRACTOR shall ensure that if PII is stored in a system under CONTRACTOR's control, the system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
9. CONTRACTOR shall ensure that if PII is stored in a system under CONTRACTOR's control, the system must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
10. CONTRACTOR shall ensure that all data transmissions of PII outside its secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and E-Mail.
11. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment must be encrypted using a FIPS 140-2 certified algorithm 128bit or higher, such as AES.
12. CONTRACTOR shall ensure that any data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of PII must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.
13. CONTRACTOR shall ensure that all workstations, laptops and other systems that process and/or store PII must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk
14. 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.
15. 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 FIPS 140-2 certified algorithm 128bit or higher, such as AES.
16. CONTRACTOR shall ensure that if PII is stored in a system under CONTRACTOR's control, the system must have User IDs and password controls. All users must be issued a unique user name for accessing PII. Each username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared.

Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised.

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 916 875-3768 or e-mail 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:
 - a. Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.
 - b. Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident.
4. If a breach of security has occurred in the CONTRACTOR's use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of CONTRACTOR. The means and contents of any breach notifications must first be approved by the COUNTY.

E. REPORTING REQUIREMENTS

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

The successful applicant will be required to provide timely information on shelter turn away numbers using the procedure and format that will be provided by DHA. The successful applicant will be required to enter full required information into the Homeless Management Information System (HMIS) in the prescribed timeframe as dictated by DHA.

F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR

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

G. EQUIPMENT OWNERSHIP

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

H. CHILDREN'S EDUCATIONS RIGHTS

CONTRACTOR shall ensure parents are informed of their children's educational rights. Upon admission to the program, parents shall be provided a brochure approved by Project Teach providing school district liaison contact

information. Provision of this brochure will be documented in the case record. CONTRACTOR shall post in public view Project Teach approved posters detailing the educational rights of homeless children. CONTRACTOR shall participate at least quarterly in the Sacramento County Taskforce For the Education of Homeless Children to ensure collaboration with educational providers and assure consideration of the educational needs of children served in the program.

I. 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.

J. 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:

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

- a. 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.
- b. 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.
- c. 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)).
- d. 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)).
- e. 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)).
- f. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR.
- g. 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)).
- h. 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. 2000 e-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. 2000 e-1.