



REQUEST FOR PROPOSAL 2023-RFP-0141

WELCOME AND ASSESSMENT CENTER

County of Sacramento

9660 Ecology Lane

Sacramento, CA 95827

RELEASE DATE: February 10, 2023

DEADLINE FOR QUESTIONS: March 10, 2023

RESPONSE DEADLINE: March 28, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY

TO:

<https://procurement.opengov.com/portal/sacounty>

County of Sacramento
REQUEST FOR PROPOSAL
Welcome and Assessment Center

I.	Definitions	3
II.	Introduction	5
III.	Proposer’s Instructions	9
IV.	Basis for Award	11
V.	Project Details	14
VI.	Evaluation Phases	18
VII.	Vendor Submissions	19
VIII.	Insurance Requirements for Contractors	24
IX.	Sacramento County Standard Terms and Conditions	32
X.	Additional terms and Conditions	35

Attachments:

A – ARPA Subrecipient Contract Template

1. Definitions

Response: The written, signed and sealed complete document(s) submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released solicitation, including all subsequent addenda, made publicly available to all prospective proposers.

We/Us/Our: Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing – the contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier – a business entity engaged in the business of providing services.
- Proposer - A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.
- Contractor - The Proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.
- Contractor's Employee - All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Request for Proposal #2023-RFP-0141

Title: Welcome and Assessment Center

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

2. INTRODUCTION

2.1. Summary

In 2015, Governor Brown signed Assembly Bill 403, which became known as Continuum of Care Reform (CCR). CCR consisted of a series of reforms to improve child welfare services and was based on the core belief that children do better when placed in nurturing family homes rather than congregate care settings. This reform provided a timeline from 2015 to 2021 in which group care would be primarily utilized only for Short-Term Residential Therapeutic Programs (STRTPs) that provide intensive treatment interventions. STRTP requirements include a higher level of standards in comparison to previous group care as well as the ability to deliver trauma informed core services and mental health services. Additionally, CCR implementation included Foster Family Agencies (FFAs) providing for different levels of specialized care to meet a broader range of needs of children. CCR mandates included the implementation of the Resource Family Approval (RFA) process which streamlined the approval process for all individuals and families looking to care for a child in foster care. Also, as a part of the CCR framework, a new category of licensed children's residential community care facilities was established, which was the Temporary Shelter Care Facility (TSCF).

The principles of CCR advocate for all children to live with a committed and nurturing family that prepares them for a successful transition into adulthood, as well being able to receive services and supports they need and not have to change placements to receive those services and supports. CCR's goal for all children in foster care is that children do not remain in group living environments for long periods of time, and that they experience normalcy in development while establishing permanent family relationships.

Since implementation of CCR, Sacramento County has reduced the number of children in congregate care settings and has increased the number of resource families able to provide placements for foster children in home-based settings. Resource families need many supports and services, as well as training, to be able to care for children who have experienced trauma and as a result, have a high level of needs. Most children who come into foster care in Sacramento County are placed in a licensed foster care setting immediately.

However, at times, it may take social workers more time to locate an appropriate placement. Children awaiting placement need to be in a licensed facility that is able to provide stability, safety and services to meet the needs of foster children.

Title: Welcome and Assessment Center

The purpose of this Request for Proposal (RFP) is to identify one or more providers to operate a Welcome and Assessment Center(s) (WAC) that will provide a therapeutic setting for children through the age of 17, addressing the trauma of family separation and placement disruptions. Either campus or home-based settings that can serve up to 20 children are acceptable. The awarded provider(s) will need to be able to separate by gender and accommodate sibling groups. Multiple providers will allow for the ability to separate youth when there is a need.

The applicant(s) selected for this funding opportunity will develop a Welcome and Assessment Center that meets Transitional Shelter Care Facility (TSCF) regulations. The provider must become licensed by the California Department of Social Services, Community Care Licensing (CCL) within 12-months of the contract execution. A contract term may span up to 36 months.

This project will be partially funded with American Rescue Plan Act (ARPA) grant funds. A portion of the funding can be directed towards capacity building to include lease, purchase, and/or renovation of an existing facility with the expectation of a multi-year operational contract.

2.2. Contract Information

Deanne Sundquist-Alafrnji

Administrative Service Officer 3

9750 Business Park Drive

Sacramento, CA 95827

Email: sundquistd@saccounty.gov

Phone: (916) 874-9613

Department:

Child, Family and Adult Services

Department Head:

Shelby Boston

Director

2.3. Timeline

Release Project Date	February 10, 2023
Prospective Proposers Informational Meeting (Non-Mandatory)	<p>February 28, 2023, 11:00am</p> <p>Topic: Welcome and Assessment Center – 2023-RFP-0141</p> <p>Time: Feb 28, 2023 11:00 AM Pacific Time (US and Canada)</p> <p>Join ZoomGov Meeting</p> <p>https://www.zoomgov.com/j/1618683623?pwd=RVdNMzc0cUZVcjdVXdPRmRCUVVTdz09</p> <p>Meeting ID: 161 868 3623</p> <p>Passcode: 859654</p> <p>One tap mobile</p> <p>+16692545252,, 1618683623# US (San Jose)</p> <p>+16692161590,,1618683623# US (San Jose)</p> <p>Dial by your location</p> <p>+1 669 254 5252 US (San Jose)</p> <p>+1 669 216 1590 US (San Jose)</p> <p>+1 415 449 4000 US (US Spanish Line)</p> <p>+1 646 828 7666 US (New York)</p> <p>+1 646 964 1167 US (US Spanish Line)</p> <p>+1 551 285 1373 US</p> <p>Meeting ID: 161 868 3623</p> <p>Find your local number:</p> <p>https://www.zoomgov.com/u/abC9ngsXGK</p> <p>Join by Skype for Business</p> <p>https://www.zoomgov.com/skype/1618683623</p>

Question Submission Deadline	March 10, 2023, 5:00pm
Submission Deadline	March 28, 2023, 5:00pm
Notice of Insurance of Audit/Financial Document Deficiencies	April 7, 2023
Submit Corrections of Insurance or Audit/Financial Documents Deadline	April 14, 2023
Notice of Disqualification	April 21, 2023
Evaluation of Proposals Completed	May 15, 2023
Award Announcement	May 19, 2023
Protest Deadline	May 26, 2023
Resolution of Protest	June 2, 2023

3. PROPOSER'S INSTRUCTIONS

General Format: Respond to all requests for information and completion of forms contained in this Request for Proposal. You may use additional sheets as necessary. A qualifying response must address all items.

Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Proposer is solely responsible for accuracy and completeness of proposal response and for electronically separating confidential documents when submitting their response through [SacCountyEbids](#). Responses considered incomplete may be rejected.

Alteration of Proposal Text: the original text of this proposal document, as well as any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

Preparation of Response

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using the [SacCountyEbids](#). Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to [SacCountyEbids](#), it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See this [training guide](#) for guidance entering your online response.
- C. Proposal narratives must be submitted:
 1. Formatted to 8 ½ inches by 11 inches in size.
 2. Double-spaced, with 1-inch margins, using at least 12 point Verdana font.
- D. Proposals must be submitted in the legal entity's name of the proposer and that legal entity shall be party to a contract with Sacramento County.
- E. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda to the proposers.
- F. 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.

- G. All proposals shall remain confidential until an agreement has been fully executed by Sacramento County.
- H. DCFAS will reject any proposals not meeting all RFP requirements
- I. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.

Confidential Information/Public Record: All responses become property of the County. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal and present such information **separately** (see "Confidential" section in Vendor Submissions) as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non- confidential shall be considered public record.

4. BASIS FOR AWARD

This proposal award will be determined by factors other than price alone. The County's sole purpose in the evaluation process is to determine from among the Responses received, which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgment the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The County reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses. The responses will remain sealed during the proposal evaluation period, and will be made available for public inspection upon notice of proposal award.

Bid responses will be considered valid for a period of 180 calendar days after bid closing date above.

Note: All specifications, terms and conditions of this request will apply to any resulting order.

4.1. Rating Process / Scoring Criteria

- A. Proposals that meet minimum requirements as noted above will be included in a review and selection process. Proposals will be reviewed and evaluated by an Evaluation Committee which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. A panel of evaluators will recommend the highest rated proposal(s) to the DCFAS Director. The DCFAS Director will make final recommendations to the Sacramento County Board of Supervisors. The DCFAS Director may recommend an agency that is not the highest rated and provide justification for the recommendation to the Board of Supervisors.
- B. Recommendation(s) for the award(s) is contingent on successful resolution of any protests, which would otherwise restrict or limit such an award.

Proposals will be scored on other factors besides pricing in your proposal such as ability to meet the requirements of the RFP, experience, references, risk assessment, etc. Contract(s) will be awarded to the highest scoring proposer(s).

- Capacity to Develop Welcome and Assessment Center – 15%
- Project Vision and Implementation Plan – 30%
- Approach to Diversity, Equity and Inclusion – 15%
- Data and Reporting – 15%
- Demonstration of Financial Qualifications and Capacity – 10%
- Budget – 15%

4.2. Opportunity To Protest

- A. Proposers wishing to protest disqualification in the screening process or the proposed award recommendation(s) must submit a written letter of protest to the DCFAS Director. Submit such a letter by the date shown in the RFP timeline. Any protest shall be limited to the following grounds:
1. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements it shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating: and/or
 2. Proposals were not evaluated and/or recommendation(s) for award were not made in the following manner:
 - All timely proposals were reviewed to determine if screening requirements specified in the RFP were met; and/or
 - All proposals meeting the screening requirements were submitted to an Evaluation Committee, which evaluated the proposals using the criteria specified in this RFP; and/or
 - The proposal judged best qualified by the Evaluation Committee was recommended to the Director of DCFAS for award; and/or
 - The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in this RFP.
- B. The written letter of protest of the proposed award(s) must reference the title of this RFP and be submitted to:
1. Director, Department of Child, Family and Adult Services PO Box 269057 Sacramento, CA 95826-9057
 2. Protest letters must be received at the above address by the date shown in the RFP timeline. Postmarks will not be accepted as meeting the deadline requirement. Oral protests will not be accepted. It is the responsibility of the proposer to ensure receipt of delivery to the above address by the date, time and place specified above and in the timetable. Protests will not be accepted after the deadline specified. Protest letters must clearly explain the failure of the County to follow the rules of this RFP.

- C. All written protests shall be investigated by the Director of DCFAS, or designee, who shall make a finding regarding any protest by the date shown in the RFP timeline.

5. PROJECT DETAILS

5.1. Important Instructions for Electronic Submittal

The County is accepting electronic bid submissions. Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

5.2. Project Details

The Welcome and Assessment Center (WAC) is a therapeutic setting that supports children/youth ages 0-17 as they navigate through the trauma of family separation and/or placement disruption. The WAC serves as a shelter receiving, stabilizing, assessing and providing placement recommendations. The WAC is specifically designed to minimize the impact of trauma by providing safety, care, comfort, and therapeutic support while the best and most appropriate placement is coordinated. The WACs will provide a comprehensive assessment of a child's needs and strengths that will help inform DCFAS social workers' placement decisions. Additionally, WAC staff will support the child by participating in the successful transition of youth into appropriate placements. DCFAS and WAC staff will engage in thoughtful collaboration and communication centered on the best interests of the children being served.

The purpose of this Request for Proposal (RFP) is to identify one or more providers to operate a WAC(s) that will provide a therapeutic setting for children through the age of 17, addressing the trauma of family separation and placement disruptions. Either campus or home-based settings that can serve up to 20 children are acceptable. The awarded provider(s) will need to be able to separate by gender and accommodate sibling groups. Multiple providers will allow for the ability to separate youth when there is a need.

The applicant(s) selected for this funding opportunity will develop a WAC that meets Transitional Shelter Care Facility (TSCF) regulations. The provider must become licensed by the California Department of Social Services, Community Care Licensing (CCL) within 12-months of the contract execution. A contract term will span up to 36 months.

This project will be partially funded with American Rescue Plan Act (ARPA) grant funds. A portion of the funding can be directed towards capacity building to include lease, purchase, and/or renovation of an existing facility with the expectation of a multi-year operational contract.

5.3. Proposal Narrative

Applicants may be individuals, agencies, organizations, or partnerships. Partnership applications should designate a lead applicant and clearly describe partnership roles and responsibilities.

The primary application must include all of the following components:

Section A: Agency Capacity to Develop Welcome and Assessment Center (4 pages maximum)

- A. Purpose/Mission: Provide a brief overview of the organization's history, mission, and guiding principles. Describe how this project fits within the organization's values and current program configuration.
- B. Experience: Provide a brief summary of the organization's past and/or current experience with TSCF, STRTP and/or FFA services and familiarity with federal and state licensing and funding regulations, managing contracts awarded by local governments, working on similar projects in size and scope, and working with human and social service organizations.
- C. Capacity: Describe the organization's ability to fulfill the requirements of this project. Describe the current property(s) or plan to secure property(s) to provide care of up to 20 children. Please include the physical address.

Section B: Project Vision and Implementation Plan (10 pages maximum)

- A. Implementation Plan: Describe your overall plan as to how your agency will provide trauma-informed services simultaneously serving multiple children with a variety of complex needs. Please include scheduling, staffing, monitoring, service provision, safety measures and an initial timeline for implementation.
- B. Operations: Describe the organization's operating procedures and detailed staffing plan (including the qualifications, experience, and rate of pay for key project staff).

Section C: Approach to Diversity, Equity, and Inclusion (3 pages maximum)

- A. Describe how racial diversity, equity, and inclusion are reflected in the organization's mission, vision, programming, and organizational policies (including hiring and pay practices).
- B. Describe how your organization provides culturally responsible services to the population(s) served. Please include specific examples.
- C. Detail your organization's required experience, background checks/clearances training and ongoing assessment of your team.

Section D: Data and Reporting (3 pages maximum)

- A. Describe your agency's experience and capacity to both collect and analyze data as it relates to this service needs identified in this RFP.

Section E: Demonstration of Financial Qualifications and Capacity (2 pages maximum, not including requested attachments)

In order to qualify to submit a response to this RFP, the applicant should have a history of working with federal and state grants and an understanding of 2 CFR 200 compliance requirements. Applicants are advised to work with their finance manager or accountant to prepare financial reports.

Applicants must include:

1. One of the financial documents listed below:
 - Audited Financial Statements (past two years), or
 - Signed Tax Returns (past two years), or
 - Unaudited financial statements (past two years).

IF COUNTY FINDS A DEFICIENCY WITH THE PROPOSER'S FINANCIAL DOCUMENTS, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER DOCUMENTATION REQUESTED BY THE COUNTY.

2. Evidence the organization has been in business continuously for at least three (3) years and during this period has provided products and services similar to those proposed in response to this RFP.
3. Proof the organization is qualified to do business and in good standing in California. Must provide documentation of business licenses and professional certifications and credentials, if applicable.
4. Provide examples of experience that demonstrate knowledge of federal and state grants management, Uniform Guidance 2 CFR 200, and federal financial reporting. Examples should include a description of the services provided and duration of the engagement.
5. List all contracts terminated for cause within the last three (3) years and provide detailed descriptions as to the reasons for the termination.

Section F: Proposed Budget (no page maximum)

Provide a budget narrative and proposed line-item budget for a three-year term (July 1, 2023 - June 30, 2026) including any one-time start-up capital costs if applicable. The narrative and line-item budget must include ongoing operational costs that incorporate any and all overhead and any other anticipated costs associated with providing the services detailed in this RFP. Include hourly rates by classification and anticipated level of effort for each team member identified. All costs must be allowable under 2 CFR 200 and ARPA. The proposed line-item budget should clearly identify the total for the 3 Fiscal Year's (FY 23-24, 24-25 and 25-26).

5.4. Additional Terms Associated with American Rescue Plan Act Funding

Additional items will be required for the organization awarded American Rescue Plan Act (ARPA) funding, including but not limited to, single or program audit for entities that expend \$750,000 during a fiscal year, compliance with Title VI of the Civil Rights Act of 1964, and adherence to 2 CFR 200.

Please see Attachment A – ARPA Subrecipient Agreement Template to view the full list of additional requirements.

6. EVALUATION PHASES

6.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Financial Documentation	N/A	N/A
2.	Insurance Documentation	N/A	N/A

6.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Section A Agency capacity to Develop Welcome and Assessment Center	0-100 Points	15 (15% of Total)
2.	Section B Project Vision and Implementation Plan	0-100 Points	30 (30% of Total)
3.	Section C Approach to Diversity, Equity and Inclusion	0-100 Points	15 (15% of Total)
4.	Section D Data and Reporting	0-100 Points	15 (15% of Total)
5.	Section E Demonstration of Financial Qualifications and Capacity	0-100 Points	10 (10% of Total)
6.	Section F Proposed Budget	0-100 Points	15 (15% of Total)

7. VENDOR SUBMISSIONS

7.1. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements?

Yes

No

*Response Required

7.2. Will your organization accept the County's contract terms and conditions as attached in Section 5.4?*

Yes

No

*Response Required

7.3. Will your company accept the County's contract terms and conditions?*

Yes

No

*Response required

7.4. Confidential Company Information (if applicable)

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information in this section as part of your response package. Click "File Upload" below to upload your confidential documents.

7.5. Proposal Documents*

Please Upload your COMPLETE proposal here.

*Response required

7.6. Contractor Certification of Compliance Cont...*

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

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

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsup.ca.gov.

Yes

No

*Response required

7.7. Non-Collusion Affidavit*

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- A. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).
- B. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.
- C. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.

- D. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- E. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- F. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

Please confirm

*Response required

7.8. Customer References*

Include three (3) Company references

here: Reference 1

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

Reference 2

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

Reference 3

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

*Response Required

7.9. Iran Contracting Act Disclosure Form

(California Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a County of Sacramento contract for goods or services of \$1,000,000 or more, a vendor must either:

- A. Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or

Title: Welcome and Assessment Center

- B. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please select **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I certify I am duly authorized to execute this certification on behalf of the vendor/financial institution, and the vendor/financial institution is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please select "EXEMPTION" below, and attach documentation demonstrating the exemption approval with your electronic submission.

Certification

Exemption

*Response required

7.10. SAM.gov*

Please enter your legal entity name for SAM.gov verification

*Response required

8. INSURANCE REQUIREMENTS FOR CONTRACTORS

Proposals should include a standard certificate of insurance showing current coverages. **If proposer's current insurance coverage does not conform to the requirements of the attached insurance exhibit, do not obtain additional insurance until a contract is offered.** Proposer's must, however, provide written evidence, which must be in the form of a letter from insurance broker or agent that proposer will be able to obtain the required insurance in place before a contract is signed and services commence.

IF DURING THE PROPOSAL SCREENING FOR THIS RFP, THE COUNTY FINDS A PROBLEM WITH A PROPOSER'S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL **THE DATE SHOWN IN THE RFP TIMELINE** TO SUBMIT ANY REQUIRED DOCUMENTATION TO THE COUNTY.

Certificate holder or additional insured proof is not required as part of this RFP. If proposer receives a formal contract offer at the completion of this RFP process, and current insurance coverage does not meet the insurance requirements of the contract, proposer must provide proof of the required coverage at the time required by the County, or the County has the right to enter into negotiations with the proposer who submitted the next highest-rated proposal or issue a new RFP.

I. Insurance Requirements

- A. CONTRACTOR shall procure, maintain, and keep in force at all times during the term of the Contract, at CONTRACTOR's sole expense, the following minimum required insurance policies and limits which are intended for the protection of COUNTY and the public. CONTRACTOR's obligations for loss or damage arising out of CONTRACTOR's work or services are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, COUNTY does not assert that the required minimum insurance is adequate to protect CONTRACTOR. CONTRACTOR is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Insurance Requirements Section.

Title: Welcome and Assessment Center

- B. COUNTY reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the work or services to be provided. 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. Any claim by CONTRACTOR that COUNTY's insurance changes result in higher costs will be subject to review and approval by COUNTY, whose approval will not be unreasonably withheld.
- C. Where a specific Insurance Services Office (ISO) form is referenced in these Requirements or the CONTRACTOR utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, CONTRACTOR shall use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

II. Minimum Scope of Insurance and Limits – CONTRACTOR's coverage shall include the following:

- A. **GENERAL LIABILITY:** Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as "Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001" (Occurrence Form) or a form as broad in scope and coverage. The limits of liability shall be not less than:
 - 1. Each Occurrence Two Million Dollars (\$2,000,000)
 - 2. Personal & Advertising Injury Two Million Dollars (\$2,000,000)
 - 3. Products and Complete Operations Aggregate Two Million Dollars (\$2,000,000)
 - 4. General Aggregate Two Million Dollars (\$2,000,000)
- B. **AUTOMOBILE LIABILITY:** Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by COUNTY in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

Title: Welcome and Assessment Center

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit - If there are no corporate/business owned vehicles covered by a Commercial Auto Policy, then personal automobile insurance requirements apply to any individually owned personal vehicles used by CONTRACTOR for work or services being provided.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- C. **WORKERS' COMPENSATION:** Statutory. Workers' Compensation insurance, with coverage as required by the State of California (unless the CONTRACTOR is a qualified self-insurer with the State of California), and Employers' Liability coverage.
1. The limits of Employer's Liability shall not be less than:
 - a. Each Accident = One Million Dollars (\$1,000,000)
 - b. Disease Each Employee = One Million Dollars (\$1,000,000)
 - c. Disease Policy Limit = One Million Dollars (\$1,000,000)
 2. The Workers' Compensation policy required herein shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event CONTRACTOR is self-insured, CONTRACTOR shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. CONTRACTOR hereby agrees that it waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers in the even a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.
 3. If CONTRACTOR does not have any statutory employees, then Sections C and 1 do not apply. If CONTRACTOR hires employees during the term of the Agreement, then CONTRACTOR must comply with Sections C.1
- D. **UMBRELLA or EXCESS LIABILITY** policies: CONTRACTOR is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

Title: Welcome and Assessment Center

- E. **PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS:** Insurance covering liability for losses resulting or arising from negligent act, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.
- F. **PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:** \$1,000,000 per claim and aggregate.
- G. **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 cancelled or non-renewed, and not replaced with another claims made policy form with a “Retro Date” prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of one (1) year after completion of the Agreement.
- H. **ABUSE or MOLESTATION:** Coverage appropriate to the CONTRACTOR’s profession. Coverage may be written as part of the CONTRACTOR’s Commercial General Liability, or part of the CONTRACTOR’s Professional (E&O) Liability, or on a stand-alone basis. Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.

III. Specific Insurance Requirements Related to Commercial General Liability Policies

- A. CONTRACTOR’S Commercial General Liability shall contain the following provisions:
 - 1. COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (collectively, “COUNTY ADDITIONAL INSUREDS”) shall be included as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of CONTRACTOR, or the acts or omissions of those acting on behalf of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR in conjunction with work or services provided by CONTRACTOR.

2. The required additional insured status of COUNTY ADDITIONAL INSUREDS may be satisfied by:
 - a. Use of a commercially available ISO Additional Insured form or other comparable insurance company form as broad in scope and coverage that provides “automatic” or “blanket” additional insured coverage as required by written contract or agreement.
 - b. Use of policy language as broad in scope and coverage that provides “automatic” or “blanket” additional insured coverage as required by written contract or agreement.
 - c. Use of a commercially available ISO Additional Insured endorsement form or other comparable insurance company form as broad in scope and coverage that specifically names COUNTY ADDITIONAL INSUREDS as Additional Insureds.
3. COUNTY ADDITIONAL INSUREDS shall be included under CONTRACTOR’s Completed Operations coverage as required by written contract or agreement or as specifically endorsed as applicable.
4. CONTRACTOR’s Commercial General Liability policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS as required by written contract or agreement or as specifically endorsed as applicable.
5. CONTRACTOR’s commercial General Liability policy shall provide that for any claims related to the Agreement, CONTRACTOR’s insurance coverage shall be primary and non-contributory, as required by written contract or agreement, or as specifically endorsed as applicable, as respects COUNTY ADDITIONAL INSUREDS. Any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall be excess of CONTRACTOR’s insurance, whether CONTRACTOR’s insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall not contribute with it.
6. CONTRACTOR’s Commercial General Liability policy 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.

7. If CONTRACTOR maintains higher limits than the minimums shown above, whether on a primary or excess basis, COUNTY requires and shall be entitled to coverage with the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to COUNTY.
8. CONTRACTOR shall maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after completion of the work or services; or termination or expiration of the contract. CONTRACTOR shall furnish COUNTY with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Contract; or a combination thereof, for the required two (2) years.
9. If CONTRACTOR will utilize subcontractors or subconsultants to perform work or services, CONTRACTOR shall require each of its subcontractors or subconsultants, at every tier, to include COUNTY ADDITIONAL INSUREDS as Additional Insureds, including Completed Operations, as required by written contract or agreement, or specifically endorsed as applicable.
10. CONTRACTOR shall also have each of its subcontractors or subconsultants, at every tier, to include primary language and waivers of subrogation on their Commercial General Liability policies and Workers' Compensation policies in favor of COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.
11. It is the express duty of CONTRACTOR that it verifies that its subcontractors, at every tier, have met the requirements stated in 1 through 11.
12. Failure of CONTRACTOR to obtain additional insured status, primary and non-contributory language, and waivers of subrogation for COUNTY ADDITIONAL INSUREDS, by CONTRACTOR and its subcontractors or subconsultants, at every tier, shall be considered a material breach of the Agreement.

IV. Specific Insurance Requirements Related to Commercial Automobile Liability Policies

- A. CONTRACTOR's Commercial Automobile Liability policy shall include COUNTY ADDITIONAL INSUREDS as indemnitees and additional (designated) insureds as required by written contract or agreement, or specifically endorsed as applicable.
- B. CONTRACTOR's Commercial Automobile policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

V. Other insurance Provisions – All Policies

- A. The insurance policies required in this Section are to meet the following provisions:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. 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.
 - a. If CONTRACTOR fails to procure or maintain insurance as required herein, or fails to furnish COUNTY with proof of such insurance, COUNTY, at its discretion, may consider such failure to be a material breach of the Agreement.
 - b. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

Title: Welcome and Assessment Center

- c. The failure of COUNTY to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

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

9. SACRAMENTO COUNTY STANDARD TERMS AND CONDITIONS

- A. **BID/QUOTE/PROPOSAL TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated
- B. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
- C. **INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from date correct invoices are received by County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
- D. **HOLD HARMLESS:** The vendor/contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
- E. **DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

Title: Welcome and Assessment Center

- F. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, be examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- G. **ASSIGNMENT:** This contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.
- H. **SUCCESSORS:** This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.
- I. **F.E.T. EXEMPTION:** County is exempt from Federal excise tax pursuant to Internal Revenue Code 26 U.S.C. §4221(a)(4).
- J. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
- K. **TITLE/RISK OF LOSS:** Title, ownership, and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on Page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of County.
- L. **ALL UNDERSTANDING IN WRITING:** It is mutually understood and agreed that no alteration or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.
- M. **FORCE MAJEURE:** The parties will not be held liable for delays or failure in fulfillment of conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such events include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disasters.
- N. **VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.

- O. INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
- P. COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's DCSS Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order).
- Q. COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

10. ADDITIONAL TERMS AND CONDITIONS

Bidder Responsibility: You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

A. Rights of the County:

- Make a contract award to one or more proposers.
- Make contract awards for all the services offered in a proposal or for any portion thereof.
- Reject any or all proposals received in response to this RFP, or to cancel and/or reissue this RFP if it is deemed in the best interest of the County to do so.
- Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
- Negotiate changes to proposal submissions.
- Enter into negotiations with a proposer that submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.
- Determine the amount of resources allocated to a successful proposer.
- Require information in addition to the proposal for further evaluation, if necessary.
- Check references and share any information it may receive with the evaluation committee.
- Request additional documents, information, or further clarification to make a decision.
- Require successful proposer(s) sign a County contract.
- Authorize renewal of contracts based on availability of funds and the success of the selected agency in meeting the measurable outcomes stated in the contract.

Indemnification: The contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.

Termination:

- A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re- allocated by County as a result of mid-year budget reductions.
- D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

- E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Payments (E-Payables)

The county of Sacramento has partnered with Bank of America to implement a card payment program, ePayables, offered to County's suppliers/contractors/vendors. This preferred payment method will reduce paper waste and expedite payments to recipients. Traditional forms of payment (hardcopy checks) remain.

ePayables will not affect payment terms and conditions of any existing agreement. Once an invoice is approved for payment, an electronic remittance advice will be sent to the recipient's email instead of a hardcopy check. The remittance advice will include statement-type information such as: invoice numbers, dates, and invoice amounts. Payments can be retrieved with a County designated account number assigned to the contractor. For more information, go to www.bankofamerica.com/epayablesvendors or contact the Sacramento County Department of Finance at 916-874-7411 (epayables@saccounty.gov).

Late Payments: Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

Reports:

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COUNTY concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.