



**Department of Child, Family and Adult Services
Child Protective Services**

**Youth Transportation Services
REQUEST FOR PROPOSALS (RFP) No. CPS/069**

**MANDATORY PROPOSER'S CONFERENCE (Via ZOOM)
November 18, 2022 TIME 2:30(PDT)**

Proposals due no later than 5:00 PM (PDT)

December 2, 2022

- LATE PROPOSALS WILL NOT BE ACCEPTED
- Faxed submissions will not be accepted
- Delivery to any other email address will not be accepted

Proposals will only be accepted from organizations that:

- Meet minimum requirements as stated in this document
- Have representation at the mandatory Proposer's Conference

Submit completed proposals by email to:

Department of Child, Family and Adult Services at

DCFAS-Contracts-Unit@saccounty.gov

With subject line: DCFAS RFP No. CPS/069 Proposal Submission

Release Date: November 7, 2022

RFP Timeline

Nov. 7, 2022	Request for Proposal (RFP) released
Nov 18, 2022 2:30 pm	<p style="text-align: center;"><u>Mandatory Proposer's Conference</u> Join ZoomGov Meeting</p> <p>https://www.zoomgov.com/j/1611345583?pwd=WUwwWGVQN2RXdKNIZiNFF0UTVSQT09</p> <p style="text-align: center;">Meeting ID: 161 134 5583 Passcode: 655800</p>
Dec 2, 2022 5:00 pm	<p style="text-align: center;">PROPOSAL DEADLINE Final date & time to email proposals to: DCFAS-Contracts-Unit@saccounty.gov</p>
Dec 16, 2022	Open/screen proposals
Dec 30, 2022	Notice of insurance or audit/financial document deficiencies emailed to proposer
Jan 11, 2023	Final date to submit corrections of insurance or audit/financial document deficiencies
Jan 12, 2023	Notice of disqualification emailed to proposer (if needed)
Jan 26, 2023	Evaluation of written proposals completed
Feb 2, 2023	Award recommendation emailed to proposers
Feb 9, 2023	Final date to submit written protest to Director of Department of Child, Family and Adult Services
Feb 17, 2023	Resolution of protest

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SECTION I. OVERVIEW

A. INTRODUCTION

Sacramento County Department of Child, Family and Adult Services (DCFAS), Child Protective Services (CPS) is seeking interested and qualified providers to transport youth with an active child welfare case for youth between the age ranges of 6 to 17 years. Current point and time data reflects a total of 703 youth who fall within this category.

B. PURPOSE

Education Code (EC) 48853.5(d) (1), requires children and youth be allowed to remain in their school of origin while they are placed in foster care. Assembly Bill (AB) 490, Education Code (EC) Section 48850(a), 48853(6) and Welfare and Institutions Code (WIC) Section 361(a), 726(b), require educational placements for foster children and youth and must ensure access to academic resources, services, enrichment and extracurricular activities available to all other students. Assembly (AB) 403, commonly known as Child Welfare Continuum of Care Reform (CCR), requires children and youth placed in foster care should be engaged in age and developmentally appropriate activities. In addition, for youth ages 14 and older, these children must be provided services to assist them in the transition to successful adulthood.

C. BACKGROUND

Social workers, probation officers, educators, caretakers, advocates and the Juvenile Court must all work together to serve the educational needs of youth in foster care, including preparation of youth for successful transition to adulthood.

In order to further support foster youth, caregivers and social workers and to comply with CCR and AB403, the Department determined that the provision of supplemental on-demand transportation services would help to ensure children and youth are able to remain in their school of origin, are provided educational equity and will have access to enrichment and extracurricular activities while placed in foster care equal to their peers who are not under the care and supervision of Child Welfare.

DCFAS currently utilizes the existing Family Service Workers (FSW) classification to transport foster youth, however challenges with available placements within a foster youth's school of origin has put a strain on the ability to timely transport youth which can result in a youth arriving to school after the start of the school hour and/or possibly missing school days while transportation is identified. Additionally, competing priorities combined with strained resources often impacts transportation to other services that are just as vital such as family/child visitation. Further, the inability to transport youth to extracurricular activities due

to varying times that school is in session and the competing transportation needs, unfairly brings forth missed opportunities for foster youth to benefit from a multitude of enrichment activities that can often include weekend opportunities. By utilizing an on-demand approach for the aforementioned transportation needs, DCFAS seeks to utilize the existing FSW classification for child/family visitation and utilize the provider(s) identified and selected through this RFP to support:

1. School transports to and from.
2. After school enrichment activities (team practices, games, and clubs).
3. Weekend games and/or academic or life skill opportunities.

The above approach will further allow for the Department's FSW classifications to shift from a supervision model only to a more robust and engaging visitation "coaching" model to support further success with reunification of families. The approach will also support, as stated, keeping youth in their school of origin as well as preserve placements and aid with placement stability by supporting caregivers.

D. SCOPE OF WORK

Successful providers will be expected to transport children in the identified age range to and from school when deemed appropriate by DCFAS.

Providers will also be expected to transport children to both after school and weekend activities as outlined.

Working with DCFAS, provider(s) will develop a referral based system that includes the ability to track drivers' locations to monitor timeliness as well as proximity of children's arrivals and drop offs.

Providers will also design a data collection and reporting system.

The on-demand transportation services to be contracted by the DCFAS shall consist of both fixed transporting schedules and variable schedules which could include very short-notice for requested transports or rides. Current data reflects that a total of 285 school transport requests have been made since January 1, 2022 which is on average 29 requests per month.

Requests for children's transportation to enrichment activities as well as to and from school will vary as the foster youth population and circumstances change.

Available Funding:

\$300,000 per fiscal year is allocated for all services contained in the scope of work.

E. MANDATORY PROPOSER'S CONFERENCE

1. A Proposer's Conference will be held to discuss this RFP and its requirements. Agencies interested in submitting a proposal must have representation at this conference or submitted proposals will be rejected as non-responsive (disqualified) and eliminated from further consideration.
2. Please join the Zoom meeting at the date and time as shown in the RFP timeline:

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1611345583?pwd=WUwwWGVQN2RXdKNIZiNFF0UTVSQT09>

Meeting ID: 161 134 5583

Passcode: 655800

F. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Agencies that meet all of the following criteria are eligible to submit a proposal in response to this RFP:

1. Must be represented at the mandatory Proposer's Conference for this RFP.
2. Must be a responsive proposer whose bid or proposal complies with all requirements of this RFP.
3. Have at least 2 years' experience providing transportation of youth ages 6-17 years. Providers with experience transporting foster youth is preferred.
4. Must have no record of unsatisfactory contract or service performance with Sacramento County, and be in compliance with any unresolved corrective action plan.
5. Single agency proposals only will be accepted. No proposals submitted as multi-agency, or co-applications or partnerships.
6. The successful applicant(s) shall be required to sign a Sacramento County contract, and must agree to all terms and conditions of the contract with Sacramento County.

SECTION II. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. Proposal narratives must be submitted:
 - a. Formatted to 8 ½ inches by 11 inches in size.
 - b. Double-spaced, with 1 inch margins, using at least 12 point Verdana font.
 - c. Each question in the narrative must begin on a new page.
2. Proposals must be submitted according to the Proposal Package Checklist (see Exhibit B).
3. 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.
4. Proposals must be submitted by email to:

Department of Child, Family and Adult Services at:

DCFAS-Contracts-Unit@saccounty.gov

5. **Proposals not received by 5:00pm (PDT) on the date shown in this RFP timeline at the above email address will be rejected.** Proposals received by any other office or email address will not be accepted. It is the responsibility of proposers to submit the proposal by the time and date to the email address specified above.
6. **Faxed submissions will not be accepted.**
7. **DCFAS will reject any proposals not meeting ALL RFP requirements.**

B. RULES GOVERNING COMPETITIVE PROPOSALS

1. 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.
2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements to the proposers.
3. All proposals shall remain confidential until an agreement has been fully executed by Sacramento County.
4. 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.

C. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more proposers.
2. Make contract awards for all the services offered in a proposal or for any portion thereof.
3. 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.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to proposal submissions.
6. 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.
7. Determine the amount of resources allocated to a successful proposer.
8. Require information in addition to the proposal for further evaluation, if necessary.
9. Check with references and share any information it may receive with the evaluation committee.
10. Request additional documents, information, or further clarification to make a decision.
11. Require successful proposer(s) sign a County contract.
12. 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.

D. SCREENING CRITERIA

Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The committee will evaluate the proposals based on the evaluation criteria specified in Section E. Rating Process: General.

Any portion of the response that exceeds the maximum page allowance, including attachments, will not be reviewed by the Evaluation Committee.

1. All proposals received by the deadline (from agencies with a representative at the proposer's conference) shall be screened to determine whether the (a) formatting, (b) content criteria, (c) financial documents submission, and (d) insurance requirements are met.
 - a. Format requirements are found on page 7.
 - b. Proposal Content Requirements are found on page 12.

- c. Financial documents will be screened by an Accounting Manager for the demonstration of financial stability. By applying for this RFP, proposer consents to communication (if deemed necessary) between the proposer, the CPA who prepared the financial statement/documents submitted and the Department's Accounting Manager. This communication may require additional documentation and/or reports to be provided to the Department's Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

IF COUNTY FINDS A DEFICIENCY WITH THE PROPOSER'S FINANCIAL DOCUMENTS SUBMISSION, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER FINANCIAL DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the financial documents submission.

- d. Insurance requirements, found in Exhibit I, are met by submission of an insurance certificate(s) demonstrating current coverage **AND/OR** a letter from an insurance broker indicating that a policy for the level of coverage required can be issued.

IF COUNTY FINDS A DEFICIENCY WITH THE PROPOSER'S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER INSURANCE DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission. **Do not obtain additional insurance until a contract is offered**

2. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested may disqualify the proposal. Proposers will be notified of disqualification **by the date shown in the RFP timeline.** A proposer may protest screening disqualification by following the rules found below under "Opportunity to Protest."

E. RATING PROCESS: GENERAL

1. 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 a selected agency that is not the highest rated and provide justification for the recommendation to the Board of Supervisors.
2. Recommendation(s) for the award(s) is contingent on successful resolution of any protests, which would otherwise restrict or limit such an award.
3. Notice of the recommendation(s) for the award(s) will be emailed to all proposers by the date shown in the RFP timeline.

4. Scoring will be as follows:

ELEMENT	POINTS POSSIBLE
Proposal Narrative	100
Budget	25

F. OPPORTUNITY TO PROTEST

1. 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:
 - a. 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
 - b. Proposals were **not** evaluated and/or recommendation(s) for award were **not** made in the following manner:
 - i. All timely proposals were reviewed to determine if screening requirements specified in the RFP were met; and/or
 - ii. 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
 - iii. The proposal judged best qualified by the Evaluation Committee was recommended to the Director of DCFAS for award; and/or
 - iv. The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in this RFP.
2. The written letter of protest of the proposed award(s) must reference the title of this RFP and be submitted to:

Director
Department of Child, Family and Adult Services
P.O. Box 269057
Sacramento, Ca 95826-9057

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.

3. 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.

G. COMMENCEMENT OF WORK

1. Contract(s) shall not be executed until after DCFAS has obtained Sacramento County Board of Supervisors approval.
2. The proposer selected shall be required to enter into a Sacramento County contract. The selected proposer must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations, the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.

SECTION III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following items 1 through 10:

A. EXHIBITS

1. RFP Cover Letter Exhibit A

Must be submitted with the proposal. Hand written response allowed.

2. Proposal Package Checklist Exhibit B

All items must be submitted as listed on the Proposal Package Checklist. The checklist must be submitted with the proposal. Hand written response allowed.

3. Proposal Narrative Exhibit C

Answer the questions. Answers enable an evaluation committee to determine whether the proposal meets the requirements of this RFP, thus responses should be clearly written and concise but also explicit and complete.

4. Budget Exhibit D

Proposers that attend the mandatory Proposer's Conference will receive Schedule A, Schedule B, and Schedule C templates via email to complete.

5. Good Neighbor Policy Exhibit E

The selected proposer must comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Hand written response allowed.

6. Resolution by the proposer's Board of Directors Exhibit F

Submit the resolution from applicant's Board of Directors (if applicable).

7. Certification of Compliance Form Exhibit G

Complete and submit the Certification. Hand written response allowed.

8. Certification Regarding Debarment and Suspension Exhibit H

Proposer agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations). Complete and submit the Certification. Hand written response allowed.

9. Insurance Requirements Exhibit I

Submit applicant's insurance certification AND/OR letter from insurance broker indicating that a policy for the level of coverage required can be issued.

10. Financial Documents Exhibit J

Submit an audited or reviewed financial statement, or signed federal tax forms, or unaudited financial statement for applicant.

Exhibit A - RFP COVER LETTER AND CERTIFICATION OF INTENT TO MEET RFP REQUIREMENTS

Proposers that attend the mandatory Proposer's Conference will be sent this RFP Cover Letter via email to complete and submit. Hand written response allowed.

Name of proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of proposer (Street, City, and Zip Code)

Proposer's federal tax identification number

Contact person (Name, title, phone number, e-mail address)

Name and title of person(s) authorized signatory for agency

Certification

I certify that all statements in this proposal are true and that all eligibility to apply/minimum requirements are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Sacramento 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 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 _____ (proposer'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 _____ (proposer's name) financial and other records.

Signature of proposer or Authorized Agent

Date

Exhibit B - PROPOSAL PACKAGE CHECKLIST

Please utilize this checklist to ensure that applicant's proposal package is complete. Proposers that attend the mandatory Proposer's Conference will receive the proposal checklist via email to complete and submit. Hand written response allowed.

CHECKBOX ITEMS

Must Provide Items 1-10 below

- ☐ 1. RFP Cover Letter (see Exhibit A)
- ☐ 2. Proposal Package Checklist (see Exhibit B)
- ☐ 3. Proposal Narrative (see Exhibit C)
- ☐ 4. Budget (see Exhibit D) Schedule A, Schedule B, and Schedule C
- ☐ 5. Good Neighbor Policy (see Exhibit E)
- ☐ 6. Resolution by the proposer's Board of Directors (see Exhibit F)
- ☐ 7. Certification of Compliance Form (See Exhibit G)
- ☐ 8. Certification Regarding Debarment and Suspension (see Exhibit H)

- ☐ 9. Certificate(s) of Insurance, documenting current coverage (see Exhibit I)
 - ☐ General Liability: \$2,000,000
 - ☐ Automobile Liability: \$1,000,000
 - ☐ Worker's Compensation/Employers Liability: Statutory \$1,000,000
 - ☐ Professional Liability or Errors and Omissions Liability: \$1,000,000
 - ☐ Abuse or Molestation Liability: \$1,000,000

-OR-

- ☐ Insurance broker's letter demonstrating ability to meet County requirements

- ☐ 10. Independently audited financial statement or reviewed financial statement, or signed federal tax forms, or unaudited financial statement (see Exhibit J)

SUBMISSION STANDARDS

Use this list to check applicant's proposal for compliance with screening requirements

- ☐ Proposal submitted by 5:00pm (PDT) on date shown in RFP timeline
- ☐ All documents meet format and content requirements
- ☐ Attended mandatory proposer's conference
- ☐ Insurance requirements met or letter demonstrating ability to meet County insurance requirements.

Exhibit C - PROPOSAL NARRATIVE

A. PROPOSAL NARRATIVE INSTRUCTIONS:

1. State the question prior to providing an answer. Single space allowed for stating the question, double space answers.
2. **Each area/question in the narrative must begin on a new page.** The maximum page requirements include statement of the question. Any portion of the response that exceeds the maximum page allowance, including attachments, will not be reviewed by the Evaluation Committee.

PROPOSAL NARRATIVE - RFP NO. CPS No. CPS/069			
Questions	Proposals will be rated on:	Max Pages	Max Points
Please convey your past and/or current experience in transporting unescorted minors. Please include if your experience specifically included youth who were in the foster care system.	Clarity and completeness of the response and quality and relevance of proposed plan.	5	10
Describe your overall plan as to how your agency will provide transportation services as described in this RFP. At a minimum include availability, scheduling, staffing, monitoring applications and safety measures.	Clarity and completeness of response, and quality of strategies.	10	35
Describe your agency's experience and capacity to both collect and analyze data as it relates to the service needs identified.	Clarity and completeness of response, and quality, relevance, and extent of the agency's experience.	5	10

PROPOSAL NARRATIVE - RFP NO. CPS No. CPS/069

Questions	Proposals will be rated on:	Max Pages	Max Points
Please describe your agency's policies/protocol for hiring transportation drivers. Please include at a minimum information related to required experience, background checks/clearances, training and ongoing assessment of your transportation team.	Clarity and completeness of response, and (a) value of supervising staff qualifications and certifications, level of supervising staff's experience, and the extent of supervising staff experience providing services. (b) Value of line staff qualifications to the program.	5	10
Describe your agency's physical location within Sacramento and your knowledge, awareness/familiarity with Sacramento's geographical lay out.	Clarity and completeness of response, and relevance of experience, and experience level.	5	10

PROPOSAL NARRATIVE - RFP NO. CPS No. CPS/069

Questions	Proposals will be rated on:	Max Pages	Max Points
Identify measures your agency will take in policy and practice in protecting the confidentiality of foster youth.	Clarity and completeness of response and quality and relevance of proposed plan.	5	10
Convey how your agency recruits, retains and supports transportation staff in efforts to secure long-term staffing and avoid staffing shortages.	Clarity and completeness of response and value of staff and quality of recruitment and retention strategies.	5	10
Explain how proposer will comply with the requirements of the Sacramento County Good Neighbor Policy (GNP) as it relates to the facilities and services referenced in the proposal.	Clarity and completeness of response and compliance with the Good Neighbor Policy.	1	5
MAXIMUM TOTAL PAGES / MAXIMUM POSSIBLE POINTS		41	100

Exhibit D – BUDGET

A. BUDGET INSTRUCTIONS:

1. Complete and submit Exhibit D, which consists of the Operating Budget Worksheet (Schedule A), Direct Staff Worksheet (Schedule B), and Budget Narrative (Schedule C).
2. Proposers that attend the mandatory Proposer's Conference will receive Schedule A, Schedule B, and Schedule C templates via email to complete.
3. General Worksheet Instructions: The Budget templates will be emailed to proposers to complete. Complete only the areas indicated on each Schedule. When finished, include Schedule A, Schedule B, and Schedule C with your proposal.

SCHEDULE A – OPERATING BUDGET WORKSHEET

List the costs associated with delivering the scope of services. Use proposer's general ledger if applicable. See worksheet for more instructions.

SCHEDULE B – DIRECT STAFF WORKSHEET

List staff that will provide direct services to participants. Include number of full time equivalent (FTE) employees, and loaded hourly pay rate with all taxes, benefits, and costs included in the rate. Include any bi-lingual pay supplements if applicable to the position. See worksheet for more instructions.

SCHEDULE C – BUDGET NARRATIVE

Provide details, explanations, or pertinent information related to the proposal's budget.

4. The budget will be rated on how well it meets staffing expectations for sufficient coverage to provide adequate services as defined in this RFP.
5. Samples of Schedule A, Schedule B, and Schedule C are shown below.
6. The maximum score for the budget is 25 points.

Youth Transportation Services

RFP No. CPS/069

3A. TOTAL OPERATING COST: This amount is automatically calculated and equals the operating expenses (1A.) and indirect salary costs (2A.) to determine the total operating costs (3A.) of the program.

ABC Agency

Released: 11/7/22

SAMPLE
SCHEDULE B
DIRECT STAFF WORKSHEET

YOUTH TRANSPORTATION SERVICES
RFP No. CPS/069

GENERAL INSTRUCTIONS: Complete only the areas (cells) that are shaded in yellow.

1B. DIRECT SERVICE STAFF: (a) Enter the full time equivalent (FTE) employees, round all FTE counts to two decimals. (b) For each job title enter the loaded hourly pay rate with all taxes, benefits, and costs included in the rate. Include any bi-lingual pay supplements if applicable for the position.

2B. TOTAL DIRECT SERVICE STAFF COST: This amount is automatically calculated and equals the direct service staff annual expenses to determine the total salaries, wages and expenses for all direct service positions.

Applicant Agency:

ABC Agency

Job Title	Number of FTEs (a)	Loaded Hourly Pay Rate Per FTE (b)	Annual Total
1B. DIRECT SERVICE STAFF			
Transportation Services Supervisor	1.00	\$35.00	\$ 72,800.00
Transportation Services Staff	4.00	\$30.00	\$ 249,600.00
2B. TOTAL DIRECT SERVICE STAFF COST			\$ 322,400.00

SAMPLE
SCHEDULE C
BUDGET NARRATIVE

YOUTH TRANSPORTATION SERVICES
RFP No. CPS/069

GENERAL INSTRUCTIONS: In the spaces below provide any details, explanations, or pertinent information related to your budget submission in Schedule A and Schedule B.

Applicant Agency:

ABC Agency

SCHEDULE A - OPERATING COST

SCHEDULE B - DIRECT STAFF WORKSHEET

Exhibit E - STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY GOOD NEIGHBOR POLICY

AGENCIES SUBMITTING PROPOSALS SHALL CERTIFY THAT:

1. The selected agency shall comply with COUNTY's Good Neighbor Policy. The selected agency 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 restrooms 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 the selected agency's facility, services and actual impacts on the neighborhood in which such facility is located.
2. The selected agency 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 the selected agency's compliance with the required good neighbor practices specified in this Section. The selected agency shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
3. The selected agency shall comply with all applicable public nuisance ordinances.
4. The selected agency 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 the selected agency's site is located.
5. If COUNTY finds that the selected agency has failed to comply with the Good Neighbor Policy, COUNTY shall notify the selected agency in writing that corrective action must be taken by the selected agency within a specified timeframe.

The selected agency'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.

AGENCY'S NAME

PRINTED NAME

SIGNATURE

Exhibit F - RESOLUTION BY THE PROPOSER'S
BOARD OF DIRECTORS

****SAMPLE****

RESOLUTION NO. _____
BY THE BOARD OF DIRECTORS

WHEREAS, a proposal to request funding for a program of services to be submitted to Sacramento County has been determined to be in the best interest of (NAME OF PROPOSER) by its duly constituted Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the persons named below are authorized to submit such a proposal and to negotiate and execute, on behalf of this corporation, any resulting Agreement and any and all documents pertaining to such Agreement, and to submit claims for reimbursement of other financial reports required by said Agreement.

AND FURTHERMORE, that the signatures recorded below are the true and correct signatures of the designated individuals.

AUTHORIZED TO EXECUTE AGREEMENT AUTHORIZED TO SUBMIT CLAIMS

TITLE

TITLE

PRINT NAME

PRINT NAME

SIGNATURE

SIGNATURE

CERTIFICATION

I certify that I am the duly qualified and acting Secretary of (NAME OF AGENCY), a duly organized and existing (NATURE OF BUSINESS). The foregoing is a true copy of a resolution adopted by the Board of Directors of said corporation, at a meeting legally held on (DATE) and entered into the minutes of such meeting, and is now in full force and effect.

DATE

PRINT NAME

SIGNATURE

Exhibit G - COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT

COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does 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 which the County does business:

CONTRACTOR hereby certifies that either:

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

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

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

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

Contractor Signature

Date

Printed Name

Exhibit H - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (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 (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/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 regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

BY: _____ DATE: _____

Exhibit I - INSURANCE REQUIREMENTS

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. Proposers will be notified via phone call or e-mail regarding any deficiencies in the insurance submission.

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.

Contact the DCFAS Contracts Unit at DCFAS-CONTRACTS-UNIT@saccounty.gov for any further inquiries regarding insurance coverage. In general, the best course is to provide the sample exhibit to an insurance agent or broker and request a standard certificate of insurance to certify the coverage currently in force.

I. Contract 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 Exhibit.
- 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. Verification of Coverage

- A. CONTRACTOR shall furnish COUNTY with original certificates and copies of required endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Exhibit; or a combination thereof.
- B. COUNTY reserves the right to require that CONTRACTOR also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein. COUNTY further reserves the right to require that CONTRACTOR, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by COUNTY before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.
- C. COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice.
- D. If CONTRACTOR utilizes proprietary coverage forms or endorsements, CONTRACTOR has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

III. 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:
- | | |
|----------------------------------|-----------------------------------|
| Each Occurrence | Two Million Dollars (\$2,000,000) |
| Personal & Advertising Injury | Two Million Dollars (\$2,000,000) |
| Products and Complete Operations | Two Million Dollars (\$2,000,000) |
| Aggregate | |

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:

Corporate/Business One Million Dollars (\$1,000,000)

Private Passenger Vehicles

Commercial Vehicles One Million Dollars (\$1,000,000)

1. 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. The personal automobile liability limits shall not be less than: \$300,000 Combined Single Limit or, if split limits are used, \$100,000 per person, \$300,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: 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. The limits of Employers' Liability shall not be less than:

Each Accident One Million Dollars (\$1,000,000)

Disease Each Employee One Million Dollars (\$1,000,000)

Disease Policy Limit One Million Dollars (\$1,000,000)

1. 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 event a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.
2. 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 and 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.
- E. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: Insurance covering liability for losses resulting or arising from negligent acts, 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.
1. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.
- G. PROFESSIONAL LIABILITY: Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession or services. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.
- H. If Professional Liability with Technology Errors and Omissions or 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 or a minimum of one (1) year after completion of the Agreement.
- I. 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.

IV. Specific Insurance Requirements Related to Commercial General Liability Policies

CONTRACTOR's Commercial General Liability policy shall contain the following provisions:

- A. COUNTY, it's 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.

- B. The required additional insured status of COUNTY ADDITIONAL INSUREDS may be satisfied by any of the following methods:
1. 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.
 2. 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.
 3. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

H. 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.

I. 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.

J. 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.

K. It is the express duty of CONTRACTOR that it verifies that its subcontractors, at every tier, have met the requirements stated in I through K.

L. 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.

V. 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.

VI. Deductibles and Self-Insured Retention

A. Any deductible or self-insured retention that applies to Commercial General Liability, Commercial Automobile Liability or Professional (E&O), must be declared to COUNTY. Any deductibles or self-insured retention in excess of \$100,000 must be declared to and accepted by COUNTY in writing. CONTRACTOR has the option to provide by separate letter the amount of its General Liability, Automobile Liability, Professional (E&O) and, if applicable, other coverage deductibles or self-

insured retentions to COUNTY's Risk Management Office for a confidential review and acceptance prior to the execution of the Agreement. COUNTY reserves the right to require CONTRACTOR to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by CONTRACTOR, and COUNTY shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

VII. Other Insurance Provisions – All Policies

The insurance policies required in this Exhibit are to meet the following provisions:

A. **ACCEPTABILITY OF INSURERS:** All of CONTRACTOR's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII and admitted to write insurance in California. Any use of a non-admitted insurer shall be disclosed and shall require COUNTY approval in writing, which approval shall not be unreasonably withheld.

Exceptions: 1. Underwriters at Lloyd's of London, which are not rated by A.M. Best. 2. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer Workers' Compensation under California Law.

B. **MAINTENANCE OF INSURANCE COVERAGE:** CONTRACTOR shall maintain all insurance coverages in place at all times and provide COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is expressly required by this Exhibit to immediately notify COUNTY if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed that would reasonably adversely impact the required insurance coverages, limits or related requirements as required herein. 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. If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by CONTRACTOR or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to COUNTY prior to such change. Ten (10) days prior written notice shall be given to COUNTY in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

1. 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.

2. 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.
3. 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.

VIII. Notification of Claim

If any claim for damages or injury 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 not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

Exhibit J - FINANCIAL DOCUMENTS REQUIREMENTS

Please submit the organizations most recent audited or reviewed financial statement. If an audited or reviewed financial statement is not available, provide signed Federal tax forms. If signed Federal tax forms are not available, submit unaudited financial statements (submissions must cover a fiscal period not more than 24 months old at the date of submission).

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.

The following requirements are included in COUNTY's contracts. During a contract term the COUNTY will require the following provisions, as applicable.

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors

2 CFR 200.501 requires that subrecipients that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC). When filing with the FAC, CONTRACTOR must also simultaneously submit one copy of the required Audit and forms to the COUNTY as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.

B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors

In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DCFAS has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public

Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

2. Annual Reviewed financial statements are required from CONTRACTOR when DCFAS has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
3. Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.
4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

C. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY one copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Single audits are due the earlier of 30 calendar days after receipt of the auditor's report or 9 months after the end of the audit period. Audit or Review shall be sent electronically to:

dcfas-contractinvs@saccounty.gov

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension, and be sent electronically to:

dcfas-contractinvs@saccounty.gov

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DCFAS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.