



REQUEST FOR PROPOSAL

2025-RFP-0067

COUNTYWIDE LANGUAGE SERVICES: ON-SITE, DOCUMENT, ASL, AND OPI SUPPORT

County of Sacramento

9660 Ecology Lane

Sacramento, CA 95827

RELEASE DATE: October 3, 2025

DEADLINE FOR QUESTIONS: October 22, 2025

RESPONSE DEADLINE: October 31, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/saccounty>

County of Sacramento
REQUEST FOR PROPOSAL
Countywide Language Services: On-Site, Document, ASL, and OPI
Support

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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.

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.

“Or Equal”: A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

2. Introduction

2.1. Summary

The County of Sacramento is issuing this Request for Proposal (RFP) to solicit multiple qualified Contractors for the provision of comprehensive language access services that support the County's commitment to equity, inclusion, and accessibility. The selected Contractor(s) will provide professional services in the following areas:

- **On-site interpretation** for real-time communication across County departments
- **Document translation** for written materials, forms, and public-facing communications
- **American Sign Language (ASL) interpretation** to ensure accessibility for Deaf and hard-of-hearing individuals
- **Over-the-phone interpretation (OPI)** for remote, on-demand language support

In addition to these core services, the County may request supplemental accessibility services to meet the needs of individuals with disabilities, in alignment with the Americans with Disabilities Act (ADA) and other inclusive service standards. These may include—but are not limited to—captioning, tactile interpretation, Certified Deaf Interpreter, and alternative format document preparation, including Braille.

Sacramento County serves a richly diverse population, and this RFP reflects its dedication to removing communication barriers and ensuring that all residents have meaningful access to public programs and services. Contractor(s) are expected to demonstrate cultural competence, linguistic accuracy, and the ability to deliver services with professionalism, timeliness, and sensitivity to individual needs.

There is no guaranteed purchasing volume for any Contractor(s) utilized under this contract resulting from this RFP. Given the multi-year nature of this need, County usage may fluctuate based on changing economic conditions and budget allocations.

The initial contract period is estimated to be April 1, 2026, through March 31, 2027, with the option to extend for up to four additional one-year increments through March 31, 2032, pending Sacramento County Board of Supervisors approval. The contract will be subject to the same terms and conditions upon execution by the Contract and Purchasing Services Division.

This RFP is part of a cooperative purchasing agreement through the Lead Participating Agency, County of Sacramento, for SCoPA (Sacramento County Procurement Alliance), a collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities.

2.2. Contact Information

Any inquiries or requests regarding this solicitation must be submitted via OpenGov. Contact with unauthorized County personnel during the selection process may result in disqualification.

Maria Cojocari

Contract Services Officer

9660 Ecology Lane

California, CA 95827

Email: cojocarim@saccounty.gov

Phone: [\(916\) 876-6363](tel:(916)876-6363)

Department:

DGS: CAPSD - Procurement

Department Head:

Brandalyn Tramel

Purchasing Agent

2.3. Timeline

Release Project Date	October 3, 2025
Question Submission Deadline	October 22, 2025, 2:00pm
Addendum Issued (if necessary)	October 29, 2025, 2:00pm
Submission Deadline	October 31, 2025, 2:00pm

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. Time of delivery must be stated as the number of calendar days following receipt of the order by the proposer to receipt of the goods or services by the County.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.
- F. Shipping Terms: N/A; Payment Terms: NET/30.

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. Scoring Criteria

The County of Sacramento will evaluate proposals based on the following weighted criteria. Awards will be made to the top three highest-scoring Contractors in each service area. Contractors can be awarded in multiple categories.

Qualifications and Experience - 21.14%

Service Area Expertise - 19.51%

Cost Proposal - 13.02%

Cultural Competence and Accessibility - 11.38%

Compliance and Confidentiality - 11.38%

Quality Assurance and Reporting - 8.94%

Risk Assessment - 8.13%

Service Delivery and Responsiveness - 6.5%

4.2. Additional Considerations:

During the course of evaluations, the Evaluation Committee may:

- A. Choose to contact officials from other jurisdictions regarding the Proposer, their prior work experience, and their ability to successfully complete the scope of services.

- B. Request clarification or additional information from a Proposer in order to assist in the evaluation process. This process may not be used as an opportunity to submit missing documentation, change pricing, or make major revisions to the original response.
- C. Require changes in the scope of services, as deemed necessary by the County, before Contract execution.
- D. References will be contacted by email only; the County will make up to three (3) contact attempts, and failure to receive a response may result in a lower score for the reference evaluation category.

5. Final Acceptance

Equipment/Supplies/Services

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

6. Scope of Services

6.1. [Important Instructions for Electronic Submittal](#)

The County is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at [Sign Up \(opengov.com\)](https://opengov.com). Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

6.2. [Proposal Submissions](#)

Contractors are invited to submit proposals in response to this Request for Proposals (RFP) for language access and communication services. The County of Sacramento recognizes that Contractors may specialize in different areas of service and encourages submissions that reflect each Contractor's strengths and capacity.

Service Areas:

- A. **On-Site Interpretation Services**
- B. **Document Translation Services**
- C. **American Sign Language (ASL) Interpretation Services**
- D. **Over-The-Phone Interpretation Services**

Contractors may choose to submit a proposal for:

- **All four service areas, or**
- **One or more specific areas**

All proposers must respond to:

- **General Questions:** These apply to all vendors regardless of which service area(s) they are applying for. They assess core competencies such as compliance, cultural competence, responsiveness, and quality assurance.
- **Service-Specific Questions:** These are tailored to each service area (On-Site Interpretation, Over-the-Phone Interpretation, ASL Interpretation, Document Translation). Contractors must respond only to the questions that correspond to the service area(s) they are applying for. **Service-specific questions will be clearly marked** in the vendor submissions to guide Contractors in completing the appropriate sections.

Each proposal must clearly indicate which service area(s) the Contractor is applying for and include complete responses to both the general and applicable service-specific questions. Incomplete submissions may be disqualified from consideration.

6.3. [Objectives](#)

The County of Sacramento is committed to ensuring equitable access to public services for all residents, regardless of language, hearing ability, or communication barriers. Through this RFP, the County seeks to achieve the following objectives:

- **Enhance Language Accessibility** Provide timely and accurate interpretation and translation services across County departments to support residents who are Limited English Proficient (LEP).
- **Ensure ADA Compliance and Inclusive Communication** Expand access to services for individuals with disabilities by incorporating American Sign Language (ASL) interpretation and other ADA-compliant communication supports, such as captioning, tactile interpretation, and alternative document formats.
- **Promote Cultural Competence and Sensitivity** Engage vendors who provide cultural adaptation by demonstrating an understanding of cultural nuances and delivering services with professionalism, empathy, and respect for diverse communities.
- **Support Operational Efficiency** Establish a reliable, scalable, and responsive vendor network capable of meeting the County's evolving language service needs, including urgent and scheduled requests for in-person, telephonic, and document-based services.
- **Maintain Quality and Confidentiality** Ensure all services meet high standards for linguistic accuracy and localization, confidentiality, and ethical conduct, especially in sensitive or legally significant contexts.
- **Foster Community Trust and Engagement** Strengthen public confidence in County services by removing communication barriers and enabling meaningful participation in civic, health, legal, and social programs.

6.4. [General Requirements for All Services](#)

All vendors under this RFP must adhere to the following overarching requirements to ensure quality, compliance, and accessibility across all County departments:

Compliance and Confidentiality:

- **HIPAA Compliance:** All personnel must be trained in and adhere to HIPAA regulations when handling protected health information.
- **ADA Compliance:** Services must meet the standards of the Americans with Disabilities Act (ADA), including Title II requirements for public entities.
- **Title VI of the Civil Rights Act:** Ensure meaningful access to services for individuals with Limited English Proficiency (LEP).

- Contractor shall maintain strict confidentiality and implement robust data protection protocols across all service modalities.

Personnel Qualifications:

All interpreters, translators, and communication specialists must:

- Be professionally certified or credentialed in their respective fields
- Demonstrate fluency in both English and the target language
- Have experience in public sector, legal, medical, or social service contexts
- Participate in ongoing cultural competency and ethics training

Background Check:

All personnel providing interpretation and translation services must undergo and pass criminal background checks when required by the Requesting Department. This may include fingerprinting and screening through the appropriate Department of Justice (DOJ) system. The Contractor shall bear all costs associated with these checks.

- Correctional Health Facility: All interpreters assigned to provide services under this contract must successfully pass a U.S. Department of Justice (DOJ) background check prior to entering any correctional health facility. Clearance must be obtained and verified by the appropriate agency before the interpreter is permitted onsite. The awarded Contractor(s) is responsible for ensuring that all personnel meet this requirement and for submitting documentation of clearance upon request. Failure to comply with this requirement will result in denial of facility access.

Responsiveness and Availability:

- Ability to respond to urgent requests within 2 hours
- Availability for scheduled services during County business hours, with flexibility for evenings/weekends as needed
- 24/7 access for emergency interpretation services preferred

Service Delivery Standards:

- Ensure accuracy, neutrality, cultural sensitivity and cultural adaptation in all communications
- Provide services in multiple formats: in-person, telephonic, video remote, and digital document formats
- Maintain quality assurance processes including proofreading, peer review, and client feedback mechanisms

Technology and Accessibility:

- Use secure platforms for remote interpretation and document exchange

- Ensure compatibility with assistive technologies (e.g., screen readers, captioning software)
- Provide accessible formats such as Braille, large print, and audio upon request
- **Use of AI-Enabled Tools:** The County does not endorse or oppose the use of AI-enabled translation technologies in the provision of services under this RFP. Any AI-enabled tools must comply with HIPAA and other applicable health privacy laws and regulations. All interpretation and translation services must be performed using methods that ensure accuracy, privacy, confidentiality, and regulatory compliance. Contractors are expected to disclose any technology platforms or tools used in service delivery. The County reserves the right to review and approve such tools to ensure they align with the standards outlined in this solicitation and the County's AI policy.

Documentation and Reporting:

- Maintain records of services rendered, including language, modality, duration, and personnel involved
- Submit monthly usage reports and invoices in a standardized format
- Cooperate with County audits and performance evaluations

Provide detailed, customized reports within five business days of the request, or as mutually agreed upon. Reports should at a minimum include:

- Number of service requests
- Languages provided
- Hours of service (by language)
- Total cost of services (by language)

Data Retention and Deletion Policies:

The Contractor shall establish and maintain data retention and deletion protocols that comply with the Health Insurance Portability and Accountability Act (HIPAA). All protected health information (PHI) collected or accessed during the provision of interpretation and translation services must be securely stored and retained only for the duration required by applicable federal, state, and County regulations. Upon expiration of the retention period or termination of the contract, the Contractor must ensure the secure disposal of PHI using methods that render the information unreadable, indecipherable, and otherwise inaccessible (e.g., shredding, degaussing, or certified digital deletion). The Contractor shall not retain, use, or disclose PHI beyond the scope of services outlined in this agreement and must provide documentation of deletion procedures upon request. All data handling practices must align with HIPAA Privacy and Security Rules, including safeguards for confidentiality, integrity, and availability.

6.5. On-Site Interpretation Services

Service Locations:

Contractor shall provide real-time, face-to-face interpretation for County departments in settings such as:

- Private professional offices
- Healthcare and behavioral health facilities
- Correctional facilities (must pass DOJ background check in order to gain entry to facility)
- Community settings
- Applicant/client places of residence throughout the County
- Emergency response situations
- Locations outside Sacramento County, upon request by the County

Contractor is responsible for providing their own transportation to and from service delivery sites.

Description of Interpretation Services:

- a. County health, behavioral health, and social services departments must ensure that individuals with Limited English Proficiency (LEP) have meaningful access to oral and written information regarding benefits, services, rights, and responsibilities. Language assistance must facilitate accurate, effective, and culturally appropriate communication between County representatives and LEP individuals.
- b. Oral language assistance services shall be provided at no charge to LEP applicants/clients.

Definitions:

Interpretation: The conversion of an oral message from one language (source) into oral form in another language (target). Interpretation differs from translation in that it occurs in real-time, with emphasis on meaning rather than form, and minimal opportunity for reflection.

Cultural Interpreter: A cultural interpreter actively facilitates cross-cultural communication by helping providers understand the beliefs and practices of the client's culture and assisting clients in navigating the dominant culture.

Limited English Proficient (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Languages:

Contractor shall provide interpretation services in Sacramento County's top spoken languages and scale to meet emerging needs. At a minimum, services must be available in:

Arabic, Armenian, Bosnian, Burmese, Cambodian (Khmer), Cantonese, Dari, Farsi, Fijian, French, Hindi, Hmong, Ilocano, Japanese, Korean, Krio (Creole), Laotian, Mandarin, Marshallese, Mien, Mongolian, Nepali, Pashto, Portuguese, Punjabi, Romanian, Russian, Samoan, Serbian, Spanish, Swahili, Tagalog, Thai, Ukrainian, Urdu, Vietnamese, Yue Chinese .

Contractor must maintain capacity to provide interpretation in emerging and rare languages as needed.

Services to be Provided:

- a. Contractor shall provide interpretation services upon request by the County.
- b. Interpreters must demonstrate fluency in both English and the target language, including the ability to understand and convey meaning accurately across dialects, cultural contexts, and nonverbal communication cues. Reading and writing proficiency may be required depending on the setting.
- c. In medical settings, interpreters must:
 - Be trained in healthcare interpretation
 - Demonstrate extensive knowledge of medical terminology
 - Accurately and completely render communication
- d. In mental and behavioral health settings, interpreters must:
 - Be trained in behavioral health interpretation
 - Demonstrate knowledge of relevant terminology
 - Accurately and completely render communication
- e. Contractor shall provide services across all designated settings, including healthcare, behavioral health, correctional, social service, and residential environments.
- f. Interpretation services must be available during normal business hours, evenings, weekends, and on short notice (less than 24 hours), as requested by County staff.
- g. Contractor shall provide simultaneous interpretation for large group or community events when requested. Contractor must supply portable transmitters and listening devices to ensure accessibility for multiple attendees and multiple languages.
- h. Contractor shall collaborate with County staff to resolve any complaints related to service delivery. A documented complaint resolution process must be maintained.

Service Delivery Requirements:

- a. Contractor shall ensure professional and proficient service delivery through assessment, testing, and certification of staff. Interpreter qualifications must include:
 - Adherence to the California Standards for Healthcare Interpreters which are available at: <https://www.chiaonline.org/CHIA-Standards>
 - Compliance with professional conduct standards including confidentiality, impartiality, proficiency, and conflict of interest protocols

- Ability to perform word-for-word, simultaneous, summary, consecutive, and cultural interpretation formats
- b. Interpretation services must be culturally and linguistically appropriate. Contractor shall:
 - Provide ongoing training and supervision
 - Conduct periodic evaluations with County staff as requested
- c. Contractor staff must demonstrate:
 - Confidentiality in accordance with federal, state, and County regulations
 - Technical proficiency and localization for accurate and complete interpretation
 - Cultural competence and awareness of how cultural differences affect communication
 - Ability to resolve ethical dilemmas professionally
- d. Contractor shall provide a price schedule as follows:
 - Response times for standard and urgent requests
 - Simultaneous interpretation
 - Equipment (if applicable)
- e. Contractor staff are considered Business Associates under HIPAA (45 CFR 160.03) and must comply with all Business Associate provisions.
- f. Contractor shall ensure interpreters are trained in data privacy and secure handling of sensitive information, in compliance with HIPAA and County confidentiality protocols.
- h. Contractor shall follow County safety protocols when entering secure or residential environments.

6.6. Document Translation Services

Service Locations:

Translation services shall be performed at the Contractor's facility or designated secure location equipped to handle sensitive County documents.

Description of Translation Services:

- a. County health, behavioral health, and social services providers must ensure that individuals with Limited English Proficiency (LEP) can effectively access written information about available benefits, services, and their rights. Language assistance must result in accurate, culturally appropriate, and effective communication.
- b. Translation services shall be provided at no charge to LEP applicants, clients, or members of the public.

Definitions:

Translation: The conversion of written content from one language (source) into written form in another language (target). Unlike interpretation, translation allows for editing, reference checks, and formatting, with emphasis on both meaning and form.

Forward and Back Translation: For sensitive materials—especially in mental health and social services—documents must be translated from the source language to the target language and then back-translated to verify accuracy. A layered review process must include at least two translators, with a third reviewer when necessary. Field testing must include a representative sample of LEP individuals across diverse age groups, literacy levels, and cultural backgrounds. Feedback must be documented and incorporated into final versions.

Limited English Proficient (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Localized Translation, or Localization: Translation that goes beyond simple language translation in order to adapt the content for a specific local audience. This involves adjusting not only the language but also cultural references, idioms, imagery, or customs to ensure the content resonates with the local community.

Languages:

Contractor shall provide translation services in Sacramento County’s top spoken languages and scale to meet emerging needs. At a minimum, services must be available in:

Arabic, Armenian, Bosnian, Burmese, Cambodian (Khmer), Cantonese, Chinese traditional (written), Dari, Farsi, Fijian, French, Hindi, Hmong, Ilocano, Japanese, Korean, Krio (Creole), Laotian, Mandarin, Marshallese, Mien, Mongolian, Nepali, Pashto, Portuguese, Punjabi, Romanian, Russian, Samoan, Serbian, Spanish, Swahili, Tagalog, Thai, Ukrainian, Urdu, Vietnamese, Yue Chinese.

Contractor must maintain capacity to provide translation in emerging and rare languages as needed.

Services to be Provided:

- a. Contractor shall provide translation services upon request by the County.
- b. Translators must be fluent in English and the target language, with demonstrated understanding of local dialects, literacy levels, and cultural context.
- c. Mental and behavioral health documents and client correspondence must:
 - Be written at a 5th-grade reading level or lower
 - Be field-tested with Sacramento County consumers
 - Incorporate corrections based on field test feedback
- d. Medical document translation must be performed by translators who:
 - Are trained in healthcare translation

- Have extensive knowledge of medical terminology
- Can accurately and completely render meaning across languages
- e. Behavioral health translation must be performed by translators who:
 - Are trained in mental health translation protocols
 - Have deep familiarity with behavioral health terminology
 - Can ensure linguistic and cultural accuracy
- f. Contractor shall provide translation services on short notice when required.
- g. Contractor shall collaborate with County staff to resolve any complaints related to service delivery. A documented complaint resolution process must be maintained.
- h. Contractor shall correct any translation errors at no cost to the County.

Service Delivery Requirements:

- a. Contractor shall ensure professional and proficient service delivery through assessment, testing, and certification of translation staff.
- b. For documents intended for the Department of Human Assistance, Contractor shall use Extensible Markup Language (XML) Spy software to ensure compatibility with the California Welfare Information Network (CalWIN).
- c. Contractor shall ensure that all translated materials are culturally and linguistically appropriate by:
 - Providing ongoing training and supervision to staff
 - Conducting periodic evaluations with County departments as requested
 - Field-testing documents with local LEP populations
- d. Contractor staff must demonstrate the following professional standards:
 - Maintain confidentiality in accordance with all applicable federal, state, and County regulations
 - Maintain impartiality and avoid conflicts of interest
 - Demonstrate technical proficiency and attention to detail
 - Exhibit cultural competence and understanding of the target audience
- e. Contractor shall provide a price schedule that includes:
 - Cost per word
 - Rates for expedited services

- Expected turnaround times for standard and urgent requests
- f. Contractor staff are considered Business Associates of the County under HIPAA (45 CFR 160.03) and must comply with all Business Associate provisions.
- g. Contractor shall implement secure data handling, retention, and deletion protocols in compliance with HIPAA and County standards. Translated materials must be stored securely and deleted upon expiration of the retention period or contract termination. Documentation of deletion procedures must be available upon request.

6.7. American Sign Language (ASL) Interpretation Services

Service Locations:

ASL interpretation services shall be provided in-person or remotely (via video remote interpretation) at the following locations:

- County offices and facilities
- Healthcare and behavioral health settings
- Correctional institutions (must pass DOJ background check in order to gain entry to facility)
- Community events and outreach programs
- Applicant/client places of residence
- Emergency response sites
- Locations outside Sacramento County, upon request by the County

Contractor is responsible for providing their own transportation to and from service delivery sites when in-person services are required.

Description of ASL Services:

- a. County departments must ensure that individuals who are Deaf, Hard of Hearing, or DeafBlind have meaningful access to County services, benefits, and communications. ASL interpretation must facilitate accurate, respectful, and effective communication between County staff and the individual.
- b. ASL services shall be provided at no charge to eligible clients, applicants, or members of the public.

Definitions:

American Sign Language (ASL): A complete, natural language used by the Deaf community in the United States, with its own grammar and syntax distinct from English.

Video Remote Interpretation (VRI): The delivery of ASL interpretation via secure video conferencing platforms, allowing real-time communication between parties in separate locations.

Tactile Interpretation: A form of interpretation used by individuals who are DeafBlind, involving touch-based communication methods.

Limited English Proficient (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Languages and Modalities:

Contractor shall provide ASL interpretation and related services including:

- Standard ASL interpretation
- Tactile interpretation for DeafBlind individuals
- Certified Deaf Interpreter
- Real-time captioning (CART)
- VRI services using secure, HIPAA-compliant platforms

Certification:

Interpreters must hold current certification from recognized bodies such as the Registry of Interpreters for the Deaf (RID), the National Association of the Deaf (NAD), or equivalent state-level credentialing agencies. Certification must be at Level III or higher, where applicable. All interpreters must adhere to the NAD-RID Code of Professional Conduct, including strict confidentiality standards.

Services to Be Provided:

- a. Contractor shall provide ASL interpretation services upon request by the County.
- b. Interpreters must be fluent in ASL and English, with the ability to interpret accurately and sensitively in a variety of settings.
- c. ASL interpreters in healthcare settings must:
 - Be trained in medical interpretation
 - Understand medical terminology
 - Adhere to HIPAA and patient confidentiality standards
- d. ASL interpreters in behavioral health settings must:
 - Be trained in mental health interpretation protocols
 - Understand behavioral health terminology
 - Demonstrate sensitivity to trauma-informed care principles

- e. Contractor shall provide interpreters for public meetings, community forums, and large events. When simultaneous interpretation is required, Contractor shall supply appropriate equipment (e.g., transmitters, receivers, visual aids).
- f. Contractor shall provide services during regular business hours, evenings, weekends, and on short notice (less than 24 hours), as needed.
- g. Contractor shall collaborate with County staff to resolve any complaints related to service delivery and maintain a documented complaint resolution process.
- h. Contractor shall correct any service-related errors at no cost to the County.

Service Delivery Requirements:

- a. Contractor shall ensure professional and proficient service delivery through assessment, testing, and certification of ASL interpreters.
- b. Contractor shall ensure interpreters adhere to the **RID Code of Professional Conduct**, including standards for confidentiality, impartiality, and professional behavior.
- c. Contractor shall ensure services are culturally and linguistically appropriate by:
 - Providing ongoing training and supervision
 - Conducting periodic evaluations with County staff as requested
 - Ensuring interpreters are familiar with Deaf culture and community norms
- d. Contractor staff must demonstrate:
 - Technical proficiency in ASL and VRI platforms
 - Cultural competence and sensitivity
 - Ability to resolve ethical dilemmas professionally
 - Compliance with all applicable federal, state, and County regulations
- e. Contractor shall provide a price schedule that includes:
 - Rates for in-person and remote ASL services
 - Equipment costs
 - Response times for standard and urgent requests
- f. Contractor staff are considered Business Associates under HIPAA and must comply with all Business Associate provisions.
- g. All VRI services must be conducted via secure, encrypted platforms that comply with HIPAA Privacy and Security Rules. Contractors must ensure interpreters are trained in secure platform use and data protection protocols.

6.8. Over-The-Phone Interpretation (OPI) Services

Services Locations:

OPI services shall be available to County departments and programs at the following locations:

- County offices and facilities
- Healthcare and behavioral health settings
- Correctional institutions (must pass DOJ background check)
- Community outreach and field operations
- Applicant/client places of residence
- Emergency response sites
- Locations outside Sacramento County, upon request by the County

Contractor shall ensure that OPI services are accessible 24/7, including evenings, weekends, and holidays.

Description of Services:

- a. County departments must ensure that individuals with limited English proficiency (LEP) have meaningful access to County services, benefits, and communications. OPI services must facilitate accurate, respectful, and effective communication between County staff and LEP individuals.
- b. OPI services shall be provided at no charge to eligible clients, applicants, or members of the public.

Definitions:

Over-the-Phone Interpretation (OPI): Real-time language interpretation conducted via telephone between a County representative and an LEP individual, facilitated by a qualified interpreter.

Limited English Proficient (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

Language and Modalities:

Contractor shall provide interpretation services in Sacramento County's top spoken languages and scale to meet emerging needs. At a minimum, services must be available in:

Arabic, Armenian, Bosnian, Burmese, Cambodian (Khmer), Cantonese, Dari, Farsi, Fijian, French, Hindi, Hmong, Ilocano, Japanese, Korean, Krio (Creole), Laotian, Mandarin, Marshallese, Mien, Mongolian, Nepali, Pashto, Portuguese, Punjabi, Romanian, Russian, Samoan, Serbian, Spanish, Swahili, Tagalog, Thai, Ukrainian, Urdu, Vietnamese, Yue Chinese, ASL (via relay or VRS when applicable).

Contractor must maintain capacity to provide interpretation in emerging and rare languages as needed.

Services to be Provided:

- a. Contractor shall provide OPI services upon request by the County, with immediate connection to a qualified interpreter.
- b. Interpreters must be fluent in English and the target language, with demonstrated ability to interpret accurately and sensitively in a variety of settings.
- c. Interpreters must be trained in:
 - Medical terminology and procedures
 - Behavioral health terminology and trauma-informed care
 - Legal and correctional terminology
 - Confidentiality and HIPAA compliance
- d. Contractor shall ensure interpreters are available for both scheduled and on-demand calls.
- e. Contractor shall provide a secure, toll-free access number and/or online portal for County staff to initiate OPI sessions.
- f. Contractor shall provide services during regular business hours and on short notice (less than 24 hours), as needed.
- g. Contractor shall collaborate with County staff to resolve any complaints related to service delivery and maintain a documented complaint resolution process.
- h. Contractor shall correct any service-related errors at no cost to the County.

Service Delivery Requirements:

- a. Contractor shall ensure professional and proficient service delivery through assessment, testing, and certification of interpreters.
- b. Adherence to the California Standards for Healthcare Interpreters which are available at: <https://www.chiaonline.org/CHIA-Standards>
- c. Contractor shall ensure services are culturally and linguistically appropriate by:
 - Providing ongoing training and supervision
 - Conducting periodic evaluations with County staff
 - Ensuring interpreters are familiar with cultural norms and sensitivities
- d. Contractor staff must demonstrate:
 - Technical proficiency in telephonic interpretation systems
 - Cultural competence and sensitivity
 - Ability to resolve ethical dilemmas professionally
 - Compliance with all applicable federal, state, and County regulations

e. Contractor shall provide a price schedule that includes:

- Per-minute rates for OPI services
- Response times for standard and urgent requests

f. Contractor staff are considered Business Associates under HIPAA and must comply with all Business Associate provisions.

g. All telephonic interpretation systems must be secure, encrypted, and compliant with HIPAA Privacy and Security Rules. Contractors must ensure interpreters are trained in secure call handling and data protection protocols.

6.9. [Additional Services as Requested](#)

The County of Sacramento may, at its discretion, request supplemental language access and communication services beyond the core scope outlined in this RFP. These services are intended to support evolving community needs, emergency response efforts, and specialized programmatic initiatives.

Additional Services:

Contractor may be asked to provide one or more of the following but not limited to:

- **Real-Time Captioning (CART Services)** Live transcription of spoken content for public meetings, webinars, or events to support individuals who are Deaf or hard of hearing.
- **Tactile Interpretation** Interpretation services for individuals who are DeafBlind, using touch-based communication methods.
- **Alternative Format Document Production** Conversion of County materials into Braille, large print, audio recordings, or accessible digital formats.
- **Multilingual Voiceover and Subtitling** Localization of video and audio content for outreach campaigns, training materials, or public service announcements.

Service Delivery Expectations:

- Contractor shall respond to requests for additional services with flexibility and professionalism.
- All services must meet the same standards for confidentiality, accuracy, and cultural competence as core services.
- Contractor shall provide cost estimates, staffing plans, and timelines for delivery upon request.
- Any additional services rendered shall be documented and invoiced in accordance with County requirements.

6.10. Performance Concerns, Corrections, and Resolutions- All Services

The County of Sacramento is committed to maintaining high standards of service delivery and expects all contracted vendors to perform in accordance with the terms outlined in this RFP and subsequent agreement. In the event that performance issues arise, the County will follow a structured process to identify, address, and resolve concerns in a timely and constructive manner.

Identification of Performance Concerns:

Performance concerns may include, but are not limited to:

- Failure to meet agreed-upon timelines or deliverables
- Inaccurate or incomplete service provision
- Breach of confidentiality or non-compliance with County policies
- Unprofessional conduct or lack of cultural competence
- Inadequate responsiveness to County communications or requests

Corrective Action Process:

Upon identification of a performance issue, the County will initiate the following steps:

- A. **Notification:** The Contractor will receive written notice detailing the specific concern(s), including relevant documentation and expectations for correction.
- B. **Response Period:** The Contractor shall respond within five (5) business days with a proposed corrective action plan, including timelines and responsible personnel.
- C. **Implementation and Monitoring:** The County will monitor the implementation of the corrective action plan and may request progress updates or documentation as needed.
- D. **Follow-Up Review:** A formal review will be conducted within thirty (30) days of corrective action implementation to assess effectiveness and determine if further action is required.

Remediation Opportunity:

Prior to initiating formal escalation, the County may offer the Contractor an opportunity to participate in a remediation meeting. This meeting is intended to collaboratively address unresolved concerns, clarify expectations, and identify any support or adjustments needed to improve service delivery. The goal is to promote transparency, mutual accountability, and a constructive path forward.

Resolution and Escalation:

- If the issue is resolved satisfactorily, the County will document the resolution and continue regular oversight.
- If concerns persist or corrective actions are not implemented effectively, the County reserves the right to:

- Issue a formal warning (and/or notice to cure)
- Withhold payment for affected services
- Terminate the contract in accordance with termination provisions outlined in the executed agreement
- All corrective actions, communications, and resolutions shall be documented and retained as part of the Contractor's performance record. These records may be reviewed during audits or contract renewal evaluations.

Collaborative Improvement:

The County values open communication and encourages Contractors to proactively report challenges and seek guidance. Mutual accountability and transparency are essential to maintaining a productive partnership and ensuring equitable service to the community.

6.11. Invoicing Requirements- All Services

The selected Contractor(s) shall submit detailed invoices on a **monthly basis**, unless otherwise agreed upon. All invoices must include the following information to ensure timely review and payment:

Required Invoice Details

- Contractor name, address, and contact information
- Invoice number and date
- Contract number or contract shipping order (CSO aka PO) reference
- Requesting department contact name and email
- Dates and times of service provided
- Type of service (e.g., document translation, on-site interpretation, over the phone interpretation, American Sign Language interpretation)
- Language(s) involved
- Location of service (if applicable)
- Duration of service (in hours or minutes)
- Rate applied (per word, per hour, per document, etc.)
- Total amount due

Submission and Payment Terms

- Invoices must be submitted electronically to the designated County department contact.

- The County aims to process payment within 30 days of receiving a complete and accurate invoice. However, actual processing times may vary depending on internal workflows and volume.
- The County reserves the right to request supporting documentation (e.g., service logs, work samples, confirmation of delivery) prior to payment.
- Invoices submitted with missing or incorrect information may be returned for revision, which may delay payment.

Additional Notes

- The County does not pay for services rendered outside the scope of the contract or without prior authorization.
- Cancellations, no-shows, or late arrivals must be documented and billed in accordance with the agreed-upon cancellation policy.

6.12. Pricing Terms- All Services

All pricing shall remain firm for the initial two (2) years of the contract. Any request for pricing adjustments must be submitted in writing no later than thirty (30) days prior to the contract renewal date. Approved adjustments will be based on the Consumer Price Index (CPI) and shall not exceed a maximum increase of four percent (4%) annually.

Travel within Sacramento County shall be considered standard and inclusive of the hourly interpretation rate. No separate travel charges shall apply for assignments conducted within county boundaries. For assignments requiring extended travel outside Sacramento County, pre-approval must be obtained in writing from the County, and mileage may be reimbursed at the current IRS standard rate.

6.13. Cooperative Participation Agreement

This RFP is part of a cooperative purchasing agreement through the Lead Participating Agency, County of Sacramento, for SCoPA (Sacramento County Procurement Alliance), a collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. Respondent further acknowledges that Cooperative use is not guaranteed.

Optional National Compliance

This RFP is issued in accordance with the regulations and requirements of the State of California and is primarily intended for services within this state. However, respondents interested in providing services outside of California under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those bidders seeking to expand their service offerings nationally

Eligibility Requirements - Optional Licensing and Compliance Across States

Proposers interested in being considered for business outside of California must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in California but also in any other states where they propose to offer services.

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. [Please confirm that your company will accept the County's contract terms and conditions](#)

- ☐ Please confirm

7.3. [Cooperative Participation Alliance Terms*](#)

The Master Agreement(s) awarded under this Solicitation by County of Sacramento, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. PA's may include, but aren't limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. These entities will operate under the same terms and pricing as Lead Procurement Agency (LPA), County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

The awarded vendor(s) are required to provide all services to Sacramento County. Ability to service PA's outside Sacramento County will not affect your ability to win this business. Please download, complete, and upload the Cooperative Procurement Alliance Terms and Conditions document.

Please download the below documents, complete, and upload.

- [SCOPA Cooperative Procurement...](#)

*Response required

7.4. [Each Proposer must clearly indicate which of the following service areas they are applying for:*](#)

Only proposals that include complete responses for the selected area(s) will be evaluated.

Select all that apply

- ☐ On-Site Interpretation
☐ Document Translation
☐ American Sign Language (ASL) Interpretation
☐ Over-the-Phone Interpretation (OPI)

*Response required

7.5. Provide the primary and secondary contact information for the dedicated account manager/representative who will serve the County. Additionally, specify an emergency contact person and provide their contact information if it differs from the primary or secondary contacts.*

*Response required

7.6. Describe your experience working with public sector clients, especially in healthcare, legal, or social services.*

*Response required

7.7. What certifications or credentials do your interpreters/translators hold?*

*Response required

7.8. How do you assess and maintain staff proficiency in target languages?*

*Response required

7.9. Describe your coverage across the County, including evenings, weekends, and emergency settings.*

*Response required

7.10. How do you ensure continuity of service during staff absences or high-demand periods?*

*Response required

7.11. What training do your staff receive in cultural competence, health care, mental and behavioral health settings? *

*Response required

7.12. How do you accommodate individuals with disabilities or those who are DeafBlind?*

*Response required

7.13. Describe your approach to serving emerging or rare language communities.*

*Response required

7.14. How do you ensure HIPAA, ADA, and Title VI compliance across all service types?*

*Response required

7.15. What is your process for conducting background checks and DOJ screenings?*

*Response required

7.16. Describe your data retention and deletion protocols.*

*Response required

7.17. What quality control measures are in place for interpretation and translation services?*

*Response required

7.18. How do you handle complaints and service corrections?*

*Response required

7.19. Can you provide sample usage reports or describe your reporting capabilities?*

*Response required

7.20. Describe any additional services you provide that are not addressed in the RFP and additional pricing.*

If applicable, Contractors should specify the languages supported for the following services, as referenced in the pricing table titled "Additional Services":

- Print Accessibility Conversion – Audio (Text-to-Speech)
- Subtitling
- Voice-Over / Audio Recording

Contractors may also include additional services beyond those listed, along with any applicable pricing or relevant details.

*Response required

7.21. How do you manage interpreter logistics and coverage across geographically dispersed locations?

On-Site Interpretation Submission only

7.22. Describe your ability to support interpretation services during all hours. Define what you consider to be non-business hours, short notice requests, urgent requests and cancellations. Provide your average response time for each request.

On-Site Interpretation Submission only

7.23. What protocols do you follow to ensure interpreter neutrality and confidentiality during sensitive in-person interactions?

On-Site Interpretation Submission only

7.24. List all languages that you provide for on-site interpretation services.

On-Site Interpretation Submission only

7.25. Describe your process for forward and back translation of sensitive documents—how do you ensure fidelity and clarity?

Document Translation Submission only

7.26. How do you ensure readability across varying literacy levels?

Document Translation Submission only

7.27. What software do you use for formatting compatibility (e.g., XML Spy for CalWIN)?

Document Translation Submission only

7.28. What quality assurance steps (e.g., proofreading, peer review, localization) do you implement before final delivery?

Document Translation Submission only

7.29. Provide your average completion time for regular and urgent translation requests?

Document Translation Submission only

7.30. List all common and rare languages that you provide for document translation.

Document Translation Submission only

7.31. What certifications do your ASL interpreters hold (e.g., RID, NAD), and how do you verify ongoing compliance?

American Sign Language Submission only

7.32. How do you accommodate DeafBlind individuals, including tactile interpretation and environmental awareness?

American Sign Language Submission only

7.33. Describe your ability to support interpretation services during all hours. Define what you consider to be non-business hours, short notice requests, urgent requests and cancellations. Provide your average response time for each request.

American Sign Language Submission only

7.34. What platforms do you use for VRI, and how do you ensure they are secure, accessible, and user-friendly?

American Sign Language Submission only

7.35. How do you ensure interpreters are familiar with Deaf culture and community norms?

American Sign Language Submission only

7.36. What is your average connection time for regular/urgent OPI and VRI requests, and how do you ensure interpreter availability 24/7?

Over-the Phone Interpretation Submission Only

7.37. Describe your call routing and interpreter matching process—how do you ensure the right language and expertise?

Over-the Phone Interpretation Submission Only

7.38. What safeguards are in place to ensure HIPAA-compliant telephonic interpretation?

Over-the Phone Interpretation Submission Only

7.39. What is your protocol for handling dropped calls or technical failures?

Over-the Phone Interpretation Submission Only

7.40. List all languages that you provide for (OPI) over the phone services. In addition, list all languages that you provide for VRI services.

Over-the Phone Interpretation Submission Only

7.41. How have you handled situations when you did not have a OPI or VRI interpreter available on demand.

Over-the Phone Interpretation Submission Only

7.42. What platforms do you use for VRI, and how do you ensure they are secure, accessible, and user-friendly?

Over-the Phone Interpretation Submission Only

7.43. Do you offer a secure toll-free access number or secure online portal for County staff to connect with interpreters?

Over-the Phone Interpretation Submission Only

7.44. Please disclose whether your organization utilizes any AI-enabled tools or platforms in the delivery of interpretation or translation services under this RFP. If applicable, provide the following details:*

- Name and description of the AI-enabled tool(s)
- Functionality and role in service delivery
- Measures in place to ensure compliance with HIPAA and other applicable health privacy laws
- Protocols for ensuring accuracy, privacy, and confidentiality
- Any human oversight or quality assurance processes used in conjunction with the AI tools

*Response required

7.45. 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.

7.46. Contractor Certification of Compliance, part 1*

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 whom 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.

*Response required

7.47. Contractor Certification of Compliance, part 2*

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.

☐ Please confirm

*Response required

7.48. Solicitation Exceptions*

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statement(s) to which you are taking an exception, for reference during bid analysis. Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.

Please include the following with every exception (if your company has no exceptions, type "**N/A**" in this field):

- A. Page #
- B. Section#/Title
- C. Exception Description

*Response required

7.49. 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

7.50. 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

7.51. Risk Assessment Questionnaire*

Please download the below documents, complete, and upload.

#7 and #8 in the Risk Assessment (bonds) are not required for this RFP.

- [Risk Assessment Questionnai...](#)

*Response required

7.52. HIPAA Business Associate Exhibit to Contract*

Whereas, COUNTY, pursuant to the terms of the Agreement, wishes to disclose to CONTRACTOR and CONTRACTOR wishes to disclose to COUNTY, certain information, some of which may constitute Protected Health Information (PHI) including any in an electronic format (Electronic Protected Health Information or EPHI);

Whereas, in the course of the performance of the Agreement, CONTRACTOR will be provided with access to PHI;

Whereas, COUNTY and CONTRACTOR desire to protect the privacy and provide for the security of PHI disclosed to each other in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Title 45 Code of Federal Regulations (CFR), Title 42 CFR Section 1320d, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws and regulations.

Whereas, it appears that the CONTRACTOR is a Business Associate of COUNTY as that term is defined in the HIPAA regulations; and

Whereas, COUNTY is willing to provide CONTRACTOR and its agents with access to PHI such that CONTRACTOR can perform under the Agreement, under the terms of this Exhibit;

Whereas, the purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (CFR), as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

A. HIPAA REQUIREMENTS

1. Definitions

- a. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium, including electronic (E PHI) as that term is defined in the Security Rule: 1) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and 2) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.501;
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g);
- c. "Privacy Rule" shall mean the "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Part 160 and Part 164, subparts A and E, as amended from time to time.
- d. "Security Rule" shall mean the "Security Standards", 45 CFR Parts 160, 162, and 164.

- 2. Permitted Uses and Disclosures: CONTRACTOR may use and/or disclose PHI received by it pursuant to the Agreement and this Exhibit solely for the purpose of performing its obligations under the Agreement and this Exhibit or as otherwise required by law. CONTRACTOR may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Agreement and this Exhibit. CONTRACTOR shall not use or disclose PHI in any manner that would constitute a violation of HIPAA and the HIPAA regulations if so used by COUNTY.
- 3. Use and Disclosure for Contractor's Purposes and Data Aggregation: CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of CONTRACTOR's business or to carry out CONTRACTOR's legal responsibilities. CONTRACTOR may also use PHI to provide data aggregation services to COUNTY as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

4. **De-Identification:** Notwithstanding anything herein to the contrary, CONTRACTOR may store, analyze, access and use components of PHI that have been "de-identified" and that do not contain individually identifiable health information, provided that any such use is consistent with applicable laws and regulations.
5. **Appropriate Safeguards:** Prior to receipt of PHI in connection with the Agreement and Exhibit, CONTRACTOR shall implement and maintain appropriate security safeguards to ensure that PHI is not used or disclosed by CONTRACTOR in violation of this Exhibit or applicable laws and regulations. Security measures maintained by CONTRACTOR shall include such appropriate administrative, technical and physical safeguards as are necessary to protect such PHI. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of COUNTY. Upon request by COUNTY, CONTRACTOR shall provide a written description of such safeguards. CONTRACTOR shall ensure that any sub-contract it maintains in order to meet the terms of this AGREEMENT includes the same requirements for appropriate safeguards as found in this AGREEMENT.
6. **Reporting Unauthorized Uses and Disclosures:** As required by 45 CFR Section 164.308(a)(2), the designated HIPAA Security Officer of CONTRACTOR shall notify COUNTY in writing within five (5) working days of its discovery of any use or disclosure of PHI not permitted by the Agreement or this Exhibit of which CONTRACTOR or its officers, employees or agents become aware. Such notice shall include the name of each individual, with address or other identifiers where known, whose unsecured protected health information (PHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such unauthorized use or disclosure.
 - a. Any unauthorized use or disclosure shall be treated as discovered by the CONTRACTOR on the first day on which such access, acquisition or disclosure is known to the CONTRACTOR, including any person, other than the individual committing the unauthorized use or disclosure, that is an employee, officer or other agent of the CONTRACTOR, or who should reasonably have known such unauthorized activities had occurred.
 - b. CONTRACTOR shall promptly identify, respond to and report to COUNTY any suspected or known "security incident" of which it becomes aware. Such term is defined in the HIPAA Security Rule, 45 CFR Section 164.304: "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system." CONTRACTOR's incident report shall identify the date of the security incident, the scope of the security incident, the CONTRACTOR's response to the security incident and the identification of the party responsible for causing the security incident, if known.

- c. CONTRACTOR agrees that any sub-contractor of the CONTRACTOR that provides services to the CONTRACTOR directly related to this AGREEMENT has the same responsibilities regarding reporting unauthorized uses or disclosures as the CONTRACTOR. CONTRACTOR further agrees that it shall ensure that these responsibilities are defined in any sub-contract it enters into in order to service this AGREEMENT.
- 7. Mitigating the Effect of Unauthorized Uses and Disclosures: CONTRACTOR shall take prompt corrective action to mitigate to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI and shall take such other action pertaining to such unauthorized use or disclosure as may be required by applicable federal and state laws and regulations.
 - a. Mitigation shall include CONTRACTOR notification to each individual whose unsecured protected health information (PHI or EPHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such unauthorized use or disclosure. The standard for such notification shall comply with all notification requirements as specified in 45 CFR Subpart D.
 - b. Upon completion of such notification, the designated HIPAA Security Officer of CONTRACTOR shall provide the COUNTY Compliance Officer a report including the following: method(s) of communication used, as specified in 45 CFR Subpart D; date such notification was made; number of individuals notified; and a copy of the content of the notification.
 - c. CONTRACTOR agrees that any sub-contractor of the CONTRACTOR that provides services to the CONTRACTOR directly related to this AGREEMENT has the same responsibilities regarding mitigating any unauthorized uses or disclosures as the CONTRACTOR. CONTRACTOR further agrees that it shall ensure that these responsibilities are defined in any sub-contract it enters into in order to service this AGREEMENT.
- 8. Individual Rights: CONTRACTOR shall comply with the following individual rights requirements as applicable to PHI obtained, used or maintained by CONTRACTOR:
 - a. Right of Access. CONTRACTOR shall provide access to PHI, at the request of COUNTY and in the time and manner designated by COUNTY, to COUNTY or, as directed, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - b. Right of Addendum. CONTRACTOR shall make any Addendum to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section 164.526 at the request of COUNTY or an individual, and in the time and manner designated by COUNTY.

- c. Documenting of Disclosures. CONTRACTOR shall document such disclosures of PHI as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - d. Right to Accounting of Disclosures. CONTRACTOR agrees to provide COUNTY or an individual, in the time and manner designated by COUNTY, such information collected in order to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- 9. County Obligations:
 - a. COUNTY shall notify CONTRACTOR of any limitation in its notice of privacy practices in accordance with 45 CFR Section 164.520 to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI.
 - b. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of PHI.
 - c. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of PHI.
- 10. Contractor's Agents: CONTRACTOR shall require that any agent, subcontractor or other representative that is authorized to receive, use or have access to PHI obtained or created under the Agreement or this Exhibit shall agree in writing to adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to CONTRACTOR under this Agreement and Exhibit. CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation. Such agreement shall identify COUNTY as a third-part beneficiary with rights of enforcement in the event of any violations by CONTRACTOR's agents, subcontractors or other representatives. Additionally, the agent, subcontractor or other representative shall be required to notify CONTRACTOR of any instances of which it is aware in which the confidentiality of PHI has been breached.
- 11. Regulatory Compliance: CONTRACTOR shall make its internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY, available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining compliance with the HIPAA Regulations.
- 12. Inspection of Records: Within ten (10) calendar days of a written request, CONTRACTOR shall make available to COUNTY for inspection during normal business hours at

CONTRACTOR's place of business all records, books, agreements, data, systems, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, for purposes of enabling COUNTY to determine CONTRACTOR's compliance with the terms of this Exhibit. In the event that protected health information (PHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed, pursuant to (G) of this Exhibit, this advance notice by COUNTY may be waived.

13. Audit, Inspection and Enforcement By County: With reasonable notice, COUNTY and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies and procedures, data and records as may be necessary to determine compliance with the terms of this Exhibit. CONTRACTOR shall promptly correct any violation of this Exhibit found by COUNTY and shall certify in writing that the correction has been made. COUNTY's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of COUNTY's enforcement rights under this Agreement and Exhibit.
14. Compliance With Law: CONTRACTOR shall comply with all applicable federal and state laws and regulations, including, if applicable under the terms and requirements of the Agreement and this Exhibit, the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162.
15. Interpretation: Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits COUNTY to comply with HIPAA and its implementing regulations.
16. Amendment: The parties agree to amend this Exhibit from time to time as necessary for COUNTY to comply with the requirements of HIPAA and its implementation.
17. Term and Termination:
 - a. The terms of this Exhibit shall remain in effect for the duration of all services provided by CONTRACTOR and for so long as CONTRACTOR shall remain in possession of any PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, unless COUNTY has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
 - b. Upon termination of the Agreement and this Exhibit, CONTRACTOR shall recover any PHI relating to the Agreement and this Exhibit in the possession of its subcontractors, agents or representatives. CONTRACTOR shall return to COUNTY, or destroy with consent of COUNTY, all such PHI plus all other PHI relating to the Agreement and this Exhibit in its possession and shall retain no copies. If CONTRACTOR believes that it is not feasible to return or destroy the PHI as described above, CONTRACTOR shall so notify COUNTY in writing. The notification shall include: i) a statement that CONTRACTOR has determined that it is not feasible to return or destroy the PHI in its possession, and ii) the specific reasons for such determination. If COUNTY agrees in its sole discretion that

CONTRACTOR cannot feasibly return or destroy the PHI, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in this Agreement and Exhibit shall be extended to any PHI retained after the termination of the Agreement and the Exhibit, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

18. Insurance: In addition to any insurance requirements in the Agreement, CONTRACTOR shall maintain insurance, in such amounts as the COUNTY Risk Manager may deem necessary, to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed any minimum insurance requirements of the Agreement.

☐ Please confirm

*Response required

7.53. 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
- 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

8. Pricing Table

ON-SITE INTERPRETATION SERVICES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	On-Site Interpretation (standard) 8:00am-5:00pm - minimum 1 hour billing	per hour		
20	Mental/Behavioral Health & Home Health Appointments- minimum 1 hour billing	per hour		
30	Legal Appointments-minimum 1 hour billing	per hour		
40	Evening/weekend interpretation- minimum 1 hour billing	per hour		
50	Emergency/short-notice interpretation- response with 2 hours - minimum 1 hour billing	per hour		
60	Simultaneous interpretation (events)- includes a minimum two-hour billing and provides portable transmitters with listening devices for up to 10 attendees per equipment set	per hour		
70	Additional listening devices beyond the initial 10 may be requested and will be billed per device.	per device		
80	Sound System with Technician (includes all equipment, set up, monitoring and breakdown) Pricing covers service delivery on both weekdays and weekends without additional charges.	half day (0- 4 hours)		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
90	Sound System with Technician (includes all equipment, set up, monitoring and breakdown) Pricing covers service delivery on both weekdays and weekends without additional charges. If service exceeding eight (8) hours is requested, the Contractor shall provide an individual quote separately, which must be reviewed and approved by the County prior to scheduling.	full day (4- 8 hours)		

DOCUMENT TRANSLATION SERVICES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Standard Translation- Common Languages (eg. Spanish, French, Chinese, Russian) - Contractors should define what they consider "common languages" in their response to Vendor Submission Question 30.	rate per word		
20	Standard Translation- Rare Languages (eg. Swahili, Hindi, Thai) - Contractors should define what they consider "rare languages" in their response to Vendor Submission Question 30.	rate per word		
30	Formatting (XML, CalWIN compatibility)	per document		

AMERICAN SIGN LANGUAGE INTERPRETATION

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	In-Person ASL Interpretation - minimum 1 hour billing	per hour		
20	Video Remote Interpretation (VRI) - ASL	per minute		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
30	Tactile interpretation (DeafBlind) - minimum 1 hour billing	per hour		
40	Certified Deaf Interpreter - minimum 1 hour billing	per hour		
50	Evening/weekend ASL services - minimum 1 hour billing	per hour		
60	Emergency ASL services- Response within 2 hours - minimum 1 hour billing	per hour		

OVER-THE-PHONE INTERPRETATION

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Scheduled OPI	per minute		
20	On-demand OPI (24/7 access)	per minute		
30	Emergency OPI- response within 15 minutes	per minute		
40	Video Remote Interpretation (VRI)- All languages (excluding ASL)	per minute		

ADDITIONAL SERVICES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Real-Time Captioning (CART Services) (if available specify the languages provided under Vendor Submission Question 20)	per hour		
20	Print Accessibility Conversion- Large Print Format	per document		
30	Print Accessibility Conversion- Braille Format	per page		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
40	Print Accessibility Conversion- Audio Conversion text-to-speech (if available specify the languages provided under Vendor Submission Question 20)	per minute		
50	Subtitling (if available specify the languages provided under Vendor Submission Question 20)	per minute		
60	Voice-Over/ Audio Recording (if available specify the languages provided under Vendor Submission Question 20)	per minute		

CANCELLATION FEE SCHEDULE

The Contractor may charge a cancellation fee for scheduled services that are canceled without sufficient notice. The following conditions apply: Standard Cancellation Window: No fee will be charged if cancellation occurs at least 24 hours prior to the scheduled service time. Late Cancellation: If cancellation occurs less than 24 hours before the scheduled service, a fee of flat rate outlined below may be applied. No-Show: If County staff or clients fail to appear for a scheduled service without prior notice, the Contractor may charge a full-service fee or a minimum billing amount, as outlined in the pricing schedules above. Cancellation fees must be clearly listed in the Contractor's pricing proposal and approved by the County.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Late Cancellation (less than 24 hours)	flat rate		

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.

F. RIGHT TO AUDIT: The County of Sacramento reserves the right to verify, by 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 UNDERSTANDINGS 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.

R. FOREIGN CURRENCY: In the event vendor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice

date, regardless of date paid, or received by vendor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site: <http://www1.oanda.com/lang/en/currency/converter/>.

10. Additional Terms and Conditions

10.1. 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.

Awards:

1. The County of Sacramento reserves the right to:
 1. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
 2. reject any or all responses, or any part thereof;
 3. waive any informality in the responses; and
 4. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
2. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
3. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

Taxes:

1. Include any sales, use, or federal excise taxes in your response as separate line item(s).
2. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
3. Items purchased for resale will show the County's resale permit number on the purchase order.
4. Exemption certificates will be furnished when federal excise tax is exempted.

Brand Names: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of

quality is not stated by bidder, the offer will be considered exactly as specified.

Samples: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

Termination:

1. County may terminate any resulting contract 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).
2. County may terminate any resulting contract for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in resulting contract 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.
3. County may terminate or amend any resulting contract immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for resulting contract 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 resulting contract are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for resulting contract or any portion thereof; or 4) if funds that were previously appropriated for resulting contract are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
4. If any resulting contract 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 resulting contract as the services actually performed bear to the total services of contractor covered by resulting contract, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the resulting contract total based on the portion of the resulting contract term that has elapsed on the effective date of the termination.
5. Contractor shall not incur any expenses under any resulting contract 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.

Out of State Vendors Providing Services to the County of Sacramento: Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal. Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than \$1,500. It also does not apply if the contractor is: a) a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.

FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.

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 contract. 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@sacounty.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:

1. 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.

2. 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 resulting contract.

10.2. Indemnification (services)

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by County directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

11. Environmental Purchasing Policy

COUNTY OF SACRAMENTO

ENVIRONMENTALLY PREFERABLE PURCHASING

GUIDELINES AND PROCEDURES

1. PURPOSE

The purpose of the Environmentally Preferable Purchasing (“EPP”) policy is to support the purchase of recycled and environmentally preferable products, and reduce waste to minimize environmental impacts of our work. The County of Sacramento recognizes that employees can make a difference in favor of environmental stewardship through contractual relationships and purchasing practices. The types of products and services purchased by the County of Sacramento has a big impact on our environment, our residents, and our employees.

The purchase of environmentally preferable products and services shall be evaluated in all procurements whenever they perform satisfactorily and are available at a reasonably competitive price. Where possible this includes the reduction or elimination of single use products. Additionally, state law now requires the County to purchase Recovered Organic Waste Products and recycled content paper.

2. GOALS

The goals of this policy are to:

- Protect and conserve natural resources, water and energy;
- Minimize the County’s contribution to climate change, pollution, and solid waste disposal;
- Provide guidance for County departments on environmentally preferable purchasing;
- Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations). SB 1383 (2016) requires:
 - o Procurement of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and to support markets for products made from recycled and recovered Organic Waste materials; and
 - o Procurement of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- Comply with directives in the County of Sacramento Climate Emergency Resolution No. 2020-0856; and
- Comply with directives in the County of Sacramento Climate Action Plan.

3. MANDATORY PROCUREMENT PRACTICES

In cooperation with their internal and external customers, the County of Sacramento (throughout this document the term “County” includes all County of Sacramento agencies, departments, and divisions) shall purchase the following recycled products:

A. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. These shall contain a minimum of 30% postconsumer recycled content. (Refer to Attachment 3 – SB 1383 Recycled-Content Paper Procurement Requirements)

B. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper. (Refer to Attachment 3 – SB 1383 Recycled-Content Paper Procurement Requirements)

C. Recovered Organic Waste Products, including SB 1383 Eligible Compost, SB 1383 Eligible Mulch, SB 1383 Eligible Renewable Gas, and SB 1383 Eligible Electricity Procured from Biomass Conversion. (Refer to Attachment 4 – SB 1383 Organic Waste Product Procurement Requirements)

4. PREFERRED PROCUREMENT PRACTICES

A. Product Categories

In cooperation with their internal and external customers, the County shall at a minimum, evaluate the following environmentally preferred product categories and purchase them whenever practical:

1. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges
2. Janitorial and cleaning products with County recognized Ecolabels
3. Re-refined antifreeze, including on-site antifreeze recycling
4. Re-refined lubricating and hydraulic oils
5. Renewable CNG and diesel fuels in place of traditional CNG and diesel fuels for County vehicles in on- and off-road fleets using these fuels (Final Draft Climate Action Plan Policies GOV-FL-02 and GOV-FL-03).
6. Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts
7. Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles, and insulation
8. Re-crushed cement concrete aggregate and asphalt
9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products, or low carbon concrete
10. Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
11. Recycled content paint
12. Landscaping that fits the natural ecosystems and fosters soil health, reduces runoff and pollution, prevents and reuses plant waste, and conserves water and other natural resources
13. Energy efficient appliances, lighting, and building materials
14. Water efficient products where available, including for upgrades or refurbishments

15. Furniture made with recycled content to promote waste diversion and furniture that does not include certain chemical additives to improve indoor air quality and employee and resident health

16. EPEAT registered technology and electronic products

17. Other products or services that are available in the marketplace or as designated by General Services

B. Sustainability Considerations

Sustainability considerations by County employees responsible for purchasing decisions and in furtherance of this policy, include but are not limited to:

1. Third-party environmental certifications as approved by the State of California Third Party Environmental Certifications by Category and/or the Environmental Protection Agency Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing
2. Opportunities for product source reduction
3. Product life-cycle impacts and costs
4. Greenhouse gas emissions and compatibility with the carbon neutrality goals in Climate Emergency Resolution 2020-0856 (this may factor into the location and transportation of products or services)
5. Equity and environmental justice impacts
6. Pollutant releases in manufacturing, transport, and use of products, and related services
7. Toxicity, especially the use of persistent, bio-accumulative and toxic chemicals
8. Energy and water consumption considerations, in product production and life-cycle, and in the delivery of services
9. Impacts on natural resources, biodiversity and habitat
10. Consideration of impacts on County resident and employee health

C. Fiscal Considerations

Fiscal considerations by County employees responsible for purchasing decisions and in furtherance of this policy include, but are not limited to:

1. Availability of environmentally preferable products and services in the marketplace and pricing compared to less desirable alternatives
2. Use reduction opportunities Countywide
3. Life-cycle cost assessment to identify the lowest total life-cycle cost to the County, including: performance, durability, repairability, disposal, and replacement costs
4. Opportunities to leverage buying power for Countywide or cross departmental purchases where practical
5. Impacts on County staff time and labor

6. Long-term financial or other market changes

5. WASTE PREVENTION PRACTICES

All County employees are encouraged to reduce their consumption of resources by incorporating the following practices into their daily activities and operations. Accomplishment of these activities will be through appropriate staff diligence and resources such as County newsletters and the County Public Information Office ("PIO").

- A. Consider durability and repairability of products prior to purchase
- B. Conduct routine maintenance on products or equipment to increase their useful life
- C. Use duplex features on printers and copiers, and specify duplex on print jobs
- D. Create electronic letterhead for Countywide use
- E. Send and store information electronically when possible
- F. Review record retention policies and implement document imaging systems
- G. Identify and eliminate single use products where co-alternatives are available
- H. Use surplus County property in lieu of new purchases when available
- I. Use interdepartmental or interagency loans or other pooled resources in lieu of new purchases when practical
- J. Other waste prevention practices that further the goals of this policy

6. RESPONSIBILITIES

A. County Agencies, Departments, and Divisions

All County agencies, departments, and divisions are responsible for the implementation of this policy and shall:

- 1. Practice waste prevention and reduction whenever possible by reducing the purchase of items that cannot be recycled locally, and by reusing items as much as possible.
- 2. Continue to utilize recycling programs and expand programs where possible.
- 3. Procure recycled or environmentally preferable products and services whenever practical.
- 4. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Cross-share information with other departments when potential shared use of a product exists.
- 5. Develop specifications used in public bidding aimed at eliminating barriers to recycled-content or environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.
- 6. Develop specifications that include environmentally preferable attributes where practical or available and where the requirement does not unduly restrict competition.

7. Ensure that procurement documents issued by the departments require environmental preferred alternatives whenever practical.

8. Educate and promote this policy through appropriate staff and the use of department communications, such as PIOs, newsletters, special events, etc. This should include documentation of successes, challenges, changes, and goals, etc.

9. Provide the Department of General Services, Contracts and Purchasing Services Division (“CAPSD”) as directed by the Recordkeeping Designee with information on recycling activities, recycling programs, recycled-content purchases, and SB 1383 eligible purchases.

10. Inform employees of their responsibilities under this policy and provide information on recycled products and environmental preferable procurement opportunities.

11. Submit new ideas or suggestions to CAPSD in furtherance of this policy.

B. Department of General Services

The Department of General Services, CAPSD shall:

1. Maintain and use information, furnished by its customers, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage the County to purchase such products whenever possible.

2. Provide County purchasers with vendor furnished information about recycled products and environmental procurement opportunities.

3. Inform vendors of the County’s EPP Policy and include contract clauses required for SB 1383 compliance.

4. Structure applicable contracts to offer and/or feature recycled content products and services whenever possible, or as required pursuant to SB 1383.

5. Encourage development of specifications used in public bidding aimed at eliminating barriers to recycled-content products and environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.

6. Ensure all requests for proposals encourage vendors to offer recycled, or environmentally preferable products and sustainable business practices whenever practical.

7. Propose inclusion of Eco-labels or other third party certifications in contract specifications wherever practical.

8. Provide information to departments on State of California competitively procured “Buying Green” contracts that are available for County use.

9. Revise this EPP policy as needed to reflect current best practices, changes in the marketplace, innovations, revised legal requirements, or goals.

7. MANDATORY PURCHASING RECORDKEEPING RESPONSIBILITIES

A. The Department of General Services will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

B. The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Maintain copies of invoices or receipts or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Jurisdiction's documentation of its compliance with 14 CCR Section 18993.3.

2. Maintain copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the County to develop evidence of County meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the County's documentation of its compliance with 14 CCR Section 18993.1.

3. Maintain documentation submitted by the County, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee.

4. Compile an annual report on the County's direct procurement, and vendor/other procurement on behalf of the County, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the County's Department of Waste Management and Recycling, the responsible entity for compiling the annual report to be submitted to CalRecycle pursuant to 14 CCR Division 7, Chapter 12, Article 13.

12. Insurance Requirements for Contractors

In addition to **Section B Minimum Scope of Insurance**, Contractor must also maintain Cyber Liability:

6. CYBER LIABILITY: Insurance appropriate to the Consultant's profession and work hereunder. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- A. **VERIFICATION OF COVERAGE.** CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.
- B. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:
 - 1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
 - 2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned. Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for

COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
5. **UMBRELLA** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

C. MINIMUM LIMITS OF INSURANCE. CONTRACTOR shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
 - a. Building Trades General Aggregate: \$2,000,000
 - b. Products Comp/Op Aggregate: \$2,000,000
 - c. Personal & Adv. Injury: \$1,000,000
 - d. Each Occurrence: \$2,000,000
 - e. Fire Damage: \$ 100,000
 - f. Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).
2. **AUTOMOBILE LIABILITY:**
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. **WORKERS' COMPENSATION:** Statutory.

4. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
 5. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.
- D. **DEDUCTIBLES AND SELF-INSURED RETENTION.** Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.
- E. **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.
- F. **OTHER INSURANCE PROVISIONS.** The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:
1. All Policies:
 - a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - b. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- G. **COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

1. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
 2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 3. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 4. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORS subcontractor.
- H. **WORKERS' COMPENSATION.** Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.
- I. **PROPERTY.** Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:
1. The COUNTY shall be named as loss payee.
 2. The Insurer shall waive all rights of subrogation against the COUNTY.

3. Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.
- J. **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.