

REQUEST FOR PROPOSAL -- THIS IS NOT AN ORDER



**COUNTY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
CONTRACT AND PURCHASING SERVICES DIVISION**

9660 Ecology Lane
Sacramento, CA 95827
(916) 876-6360

http://www.saccountyids.com/Current_Bids.htm

REQUEST FOR PROPOSAL NUMBER: 7721 ISSUE DATE: March 25, 2011

DESCRIPTION OF REQUESTED GOODS OR SERVICES: Proposals for Repurposing the Sacramento County Boys' Ranch Facility at 14049 Boys' Ranch Road, Sloughhouse, CA 95683

Return signed original response, along with 4 copies in a sealed envelope, clearly marked on outside with proposal number, to: Contract & Purchasing Services Division, 9660 Ecology Lane, Sacramento, CA 95827.

PROPOSALS MUST BE SIGNED WITH ORIGINAL INK SIGNATURE, RECEIVED AND TIME-STAMPED PRIOR TO THE DATE AND TIME INDICATED BELOW.

RESPONSES WILL NOT BE ACCEPTED AFTER 3:00 P.M. ON: Thursday, May 12, 2011

Proposal responses will be considered valid for a period of 120 calendar days after closing date above.

For additional information, contact:
Craig Rader, Purchasing Agent , raderc@saccounty.net
DO NOT CONTACT THE DEPARTMENT.

**COUNTY DELIVERY ADDRESS FOR GOODS OR SERVICES RESULTING FROM THIS REQUEST:
DEPARTMENT OF GENERAL SERVICES**

FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request:

Firm Name: _____ F.O.B. Point: **DESTINATION**
Street Address: _____ Delivery Date: No Later Than _____ Calendar Days ARO
City, State, Zip Code: _____ Telephone: _____
E-Mail: _____ Proposer Contact: _____

AUTHORIZED SIGNATURE & DATE: _____

Proposer acknowledges receipt of RFP Addendum(s) ____ through ____ . (Proposer to Complete)

ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THIS REQUEST WILL APPLY TO ANY RESULTING ORDER.

**Proposals for Repurposing the Sacramento County Boys' Ranch Facility at 14049 Boys' Ranch
Road, Sloughhouse, CA 95683 RFP #7721**

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DEFINITIONS

Response: The written, signed and sealed complete document 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 document, 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.

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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.

INTRODUCTION

The County of Sacramento is seeking proposals from qualified firms to re-purpose county owned land and facilities in what is known as the Sacramento County Boys' Ranch. Proposals are being sought for a term not to exceed five (5) years), and may comprise any such use as the firm proposes, insofar as such proposed use is not deemed inappropriate, objectionable, or otherwise denied by the County, and as long as the property and associated infrastructure remains intact and useable at the end of the contract period.

PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

Goals and Objectives of this Request for Proposals (RFP)

The County is seeking a firm to propose an alternative use for the Sacramento County Boys' Ranch which was previously used as a detention facility for juveniles. The Boys' Ranch (APN 073-0050-015) is a 140-acre site located at 14049 Boys' Ranch Road, Sloughhouse 95683, and is comprised of 13 structures totaling 47,341 square feet. The site is currently zoned as General Agricultural (A-2). This includes kitchen and laundry facilities that support the 125 beds and staff. The site also includes a swimming pool of approximately 30,000 gallons. Institutional security fences surround both the primary complex and maintenance shops.

The County is interested in proposals from an entrepreneurial enterprise interested in using the existing property for any such purpose they may deem relevant, such as a summer camp or Scout camp, a training camp for a law enforcement agency, or a corporate retreat, just for example.

The primary goal for the County is to mitigate the ongoing maintenance costs of the facility for county tax payers. Secondary goals include potential revenue generation/sharing and improving county services.

Taxpayer Costs:

Annual Maintenance & Repairs (excluding utilities):	\$496,864
Annual Facility Use Allowance:	275,410
Electrical:	157,063
Grand Total Annual Costs:	\$929,339

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1.2 GENERAL INFORMATION

Site Description

Water supply: two wells maintained by the County of Sacramento, Water Resources, pumped to two 150,000-gallon storage tanks.

Sewer System: Two settling ponds, sewer system maintained by the County of Sacramento

Heating and Air Conditioning: Electric

Kitchen cooking source: Propane / Electric

Emergency Power: 750 kw generator with above ground fuel storage

Fire Protection: Suppression sprinklers

The County of Sacramento performs all current maintenance and will continue to provide maintenance of facility and structures. The county's costs of ongoing maintenance and repairs to any subsequent contract will be factored into the total cost element of your proposal. All utility costs, such as power and garbage, (County is responsible for water and sewer) will be responsibility of the successful proposer. County maintenance includes kitchen and laundry equipment, generator, Heating Ventilation and Air Conditioning, fire detection and suppression system, potable water system, plumbing, sewer, propane system, door hardware, gate controls, perimeter fence, security system, building envelope, lighting and electrical systems.

Facility	Facility number	Date Constructed	SQ/FT
Welding Shop/Technology	460	2007/2003	3,600
Classroom (1)	461		1,831
Classroom (2)	462		1,927
Classroom/Counseling	463	1960	1,560
Gymnasium	464	1975	7,033
Recreation Hall	465	1960	2,957
100 Bed Dormitory	466	1960	10,632
Kitchen	467	1960	3,517
Administration	468	1987	3,425
Maintenance Shop/ROP	469		2,544
Small Greenhouse	470		470
New 25 Bed Dormitory	471	2003	5,045
Visitor's Complex	472	2003	2,800
Vacant			47,341

DETAILED REQUIREMENTS

1.3 CONTRACT SUMMARY

At a minimum, your Proposal should address the following:

1. Proposed Initiative

- a. Please describe your proposed initiative in detail. Note in particular:
 - i. The benefits to the County of Sacramento and to the larger community.
 - ii. Timelines for implementation of the proposal.
 - iii. Financial projections, including financial contributions to the County of Sacramento (if applicable).
 - iv. In what ways the initiative contributes to the objectives of improving services, and increasing sustainability/offering environmentally friendly options (if applicable).

2. Roles and Responsibilities:

- a. Please describe the proposed approach for implementing the proposal. Note in particular:
 - i. Who will be responsible for implementing the proposal – you or a third party? What role would the County of Sacramento play?
 - ii. What governance model you propose for the ongoing oversight of the proposed solution.
 - iii. Required staffing, including staffing requirements (if any) on the part of the County of Sacramento.

3. Background and Experience

- a. Please provide a description of your background and relevant experience (either corporate or individual). Note in particular:
 - i. Any projects similar to the proposed project with which you have been involved.
 - ii. A minimum of two professional references with contact information.
 - ii. History of any pending or completed litigation.
 - iii. Whether your firm has ever declared bankruptcy.
 - iv. An exit plan which includes the roles and responsibilities of each party and a checklist of key actions with timelines.

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The successful proposer agrees to operate the facility as a "good neighbor" by:

1. Providing adequate parking
2. Providing adequate waiting and visiting areas
3. Providing adequate restroom facilities
4. Providing litter control services
5. Providing for removal of graffiti
6. Controlling loitering and management of crowds
7. Providing for appropriate landscape in keeping with neighborhood standards
8. Providing for identification of a contact person for complaint resolution
9. Providing notice to the County to fix a deficiency
10. Agreeing to participate in area crime prevention and nuisance abatement efforts.

The successful proposer will not:

1. Provide or sell items or services considered inappropriate, deemed objectionable, or denied by the County.
2. Charge prices in excess of those approved by the County.
3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the County of Sacramento. A copy of the Sacramento County Vision, Mission and Value statement is located at http://www.saccounty.net/FactsMaps/SAC_SC_DF_MissionVisionValues

Mandatory Pre Proposal Site Walk & Conference:

To ensure all potential proposers have a clear understanding of the conditions of the site, facilities, and the county's goals, you must attend a mandatory pre-proposal site walk & conference (see below for date and time). If you do not attend the mandatory site walk, you will not be able to submit a proposal. Please contact Craig Rader at raderc@saccounty.net no later than April 6, 2011 if you intend to attend the site walk and conference

KEY EVENT DATES

Notice of Intent to Attend Mandatory Site Walk – April 6, 2011

Mandatory Pre Proposal Site Walk & Conference – April 7, 2011

(2:00 p.m. PDT 14049 Boys' Ranch Road, Sloughhouse, CA 95683)

Last Day to Submit Questions – April 15, 2011

Issue Addendum and/or Answers to Questions – April 22, 2011

RFP Due Date – May 12, 2011

Anticipated Notice of Award Date – May 31, 2011

Anticipated Board Presentation/Contract Award – June 14, 2011

PROPOSER'S INSTRUCTIONS

General Format: Respond to all requests for information and completion of forms contained in this document. 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. 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 information requested of the proposer must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- B. If proposer is completing documents electronically, all inserted responses must be emphasized in alternate font size, color, emphasis or other method, so that evaluator may immediately distinguish such inserted responses.
- C. All County procurement documents are manually scanned and stored electronically in an internal database. Therefore, please do **NOT** submit proposals that are permanently bound, such as comb, press, spiral notebook or perfect type binding. Responses submitted with such binding may be rejected. Removable types of binding, such as multi-ring binder style, are preferred.
- D. All responses must be signed by an authorized officer or employee of the responder.
- E. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- F. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- G. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- H. Corrections and/or modifications received after the specified closing time will not be accepted.
- I. If any information contained in the response is considered confidential or proprietary by proposer, it must be clearly labeled as such and presented in a sealed envelope within the proposer's response package.

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J. Required Submittals: At a minimum, proposer's response must include all of the mandatory items listed below. Failure to include mandatory items and required information will result in proposer's response being deemed non-responsive.

1. Order Of Submittals: In order to facilitate the comparison of proposals, your response to this request must be organized and submitted in the order presented in this request.
2. Mandatory Items:
 - a) Cover sheet (page 1) must be completed with original ink signature, and returned as part of the proposal response. All sections of this request must be returned as part of the proposal response.
 - b) Contractor Certification Of Compliance form (Appendix C) must be completed, signed and submitted as part of the proposal response.
 - c) All additional information required by the issuance of subsequent addenda.

BASIS OF 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 County of Sacramento is looking for a proposal that offers the best value. However the County is under no obligation to award any contract in whole or in part and it reserves the right at its sole discretion to cancel this Request for Proposal process at any time before or after closing without providing reasons for such cancellation.

Evaluation criteria consist of the following items:

- The value offered to the County and it's constituents
- The feasibility of the proposed plan
- The quality of the business model
- The quality of the proposal

Right to Negotiate

The County specifically reserves the right to negotiate an agreement with one or more selected proposers.

SMALL/LOCAL PRICING PREFERENCE

In accordance with the County of Sacramento's Procurement Opportunities Program policy, originally adopted by the County Board of Supervisors under Resolution 2002-0670 (revised under Resolution 2009-0681), certain businesses may be eligible for up to a 5% price preference in the evaluation of this request for proposals. See Appendix B of this request for more information.

The complete text of this policy is at: http://www.saccountybids.net/pdf/pop_faqs.pdf.

FINAL ACCEPTANCE

Return of Facility to County

The County of Sacramento will agree to final acceptance only after the facility has been inspected by County facilities maintenance staff, who will attest that the condition of the facilities are essentially of the same integrity and condition as when the contractor originally occupied the site and is considered by the County to be ready for practical application. Reasonable accommodation will be considered for fair wear and tear, but excessive damage shall be compensated by the contractor to the County prior to final acceptance.

COUNTY OF SACRAMENTO GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **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.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
5. **HOLD HARMLESS:** The vendor 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.
6. **DEFAULT BY VENDOR:** In case of default by vendor, 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, 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.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **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.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by 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.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.
New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

APPENDIX A -- ADDITIONAL TERMS AND CONDITIONS

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

Response Clarification: The County reserves the right to request additional written and/or oral information from responders at any time before contract award, in order to obtain clarification of their responses.

Awards:

A. 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 minor irregularities or informalities in any response, which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions; and
4. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.

B. 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).

C. 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:

- A. Include any sales, use, or federal excise taxes in your response.
- B. 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.
- C. Items purchased for resale will show the County's resale permit number on the purchase order.
- D. 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 proposer, 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:

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

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political subdivision 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.

APPENDIX B -- PROCUREMENT OPPORTUNITIES PROGRAM, LOCAL VENDOR PREFERENCE AND AFFIDAVIT

PURPOSE

The purpose of the Procurement Opportunities Program is to promote and enhance the utilization of small business enterprises in the County's procurement and contracting processes. Small businesses contribute to the overall economic health of the community. They traditionally are the innovative leaders in technological advances. Therefore, government has a compelling interest to provide economic opportunity to small businesses. The economic health of the community is dependent upon an active and thriving business community, including both large and small businesses. For this reason, the program is designed to provide procedural assistance and contracting information to any firm wishing to do business with the County. This program is not, however, intended to become a separate activity within the County's procurement and contracting process. It is intended to be an integral part of the County's standard procurement and contracting process.

INCENTIVES

Service and supply acquisition. The County of Sacramento will award a two-percent (2%) price or point micro-business preference to state certified micro-business enterprises located within the Sacramento Regional Market Area (Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba Counties), and/or a three-percent (3%) price or point local business preference for material, supply, construction and/or non-professional service contracts of less than \$250,000.00 processed through the Department of General Services, Contract and Purchasing Services Division, or through the Department Field Order Program. The preference, when applied, will be applied after determining the lowest responsive, responsible bidder, but prior to the notification of the bid award.

The Department Field Order (DFO) program (a delegated purchasing program utilized by department "DFO Buyers") includes a provision requiring the departments to obtain multiple quotes based on the dollar amount of the purchase. This program will eliminate the quoting requirement if the "DFO Buyer" issues a DFO to a certified micro-business in the Sacramento Regional Market Area. When obtaining multiple quotes, the DFO Buyer shall apply all applicable preferences stipulated in this program.

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Ranch Road, Sloughhouse, CA 95683 RFP #7721**

CERTIFICATION OF SMALL BUSINESS ENTERPRISES

Most County contracts are open to competitive bidding. It is the policy of the County to actively solicit participation by small business enterprises in its procurement and contracting activities. In order for the County to readily find small businesses to solicit, businesses should (1) be certified with the State of California, Office of Small Business and DVBE Services, or reciprocal agency, and (2) register with the Department of General Services. In order for a business to qualify for program preference, that business must provide proof of certification and it must meet the County's size and ownership standards for a small business.

For a firm to be eligible for a price preference, it must be formally certified. The County will accept certifications from the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies. The County will accept formal certifications from other agencies within the State of California for documentation purposes; however, in order for a firm to be eligible for a price preference, it must be certified by the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies.

Complete information regarding this program can be found at the following website:

<http://www.saccounty bids.net/pdf/POP Policy for Website.doc>



COUNTY OF SACRAMENTO LOCAL VENDOR PREFERENCE

LOCAL VENDOR PREFERENCE QUALIFICATIONS

Pursuant to Section 2.56.440 of the Sacramento County Code, a local preference credit of 3% shall be granted to businesses located within Sacramento County or counties located in the Sacramento Regional Market Area (El Dorado, Placer, Sutter, Yolo and Yuba, if those counties have a reciprocal Local Vendor Preference provided to vendors located within Sacramento County) when evaluating bids for **material, supply, construction, and/or non-professional services acquisitions processed through the Department of General Services, Contract and Purchasing Services Division or the Department Field Order Program**. In order to qualify for this preference, a vendor must meet all of the following criteria:

1. The local business shall have established a place of business within Sacramento County (other than a Post Office Box), or a place of business within a county in the Regional Market Area (other than a Post Office Box) (applicable only if that county has a reciprocal Local Vendor Preference for Sacramento County businesses), at least six (6) months prior to the issue date of the solicitation.
2. Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within Sacramento County. The payment of the local share of the sales tax must go to either a city located within Sacramento County, or to the County of Sacramento. If the local business has more than one office in the State of California, the office located in Sacramento County shall be the point of sale credit for the purpose of sales tax calculation. (This is not applicable to businesses located outside of Sacramento County and participating under the Regional Market Area reciprocity).
3. The local business, with business and/or real property tax due to the County of Sacramento, paid such tax to Sacramento County for the most recent tax year. This provision shall not apply to businesses that were not established at that time or where no taxes were due.

Proposers claiming local vendor preference for any Request for Bid, Price Quote, or Request for Proposal must submit an Affidavit of Eligibility (see next page) with their bid, quote or proposal response, unless an approved affidavit is already on file.

For questions or assistance relating to the County of Sacramento's Local Vendor Preference Policy, call the Contract & Purchasing Services Division at 916-876-6360 or visit our website at www.saccountybids.net.

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF

FIRM: _____

Mailing Address: _____

Physical Address (if different): _____

2. Year your business was established in Sacramento County or reciprocal county: _____

3. Business License:

4. License Number: _____ Issued by: _____

5. For transactions which require sales tax, provide the following Reseller information:

Reseller Permit Number: _____

Enter the Company Name and Address as it appears on permit:

6. Does your business have more than one office in the State of California?

Yes _____ No _____

If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

7. Was the local business required to pay business and/or real property tax for the most recent tax year?

Yes _____ No _____

If Yes, did the local business pay any of this tax to Sacramento County?

Yes _____ No _____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

APPENDIX C -- COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT

**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

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

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

CONTRACTOR hereby certifies that either:

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

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

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

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

CONTRACTOR

DATE

Printed Name

APPENDIX D -- SACRAMENTO COUNTY ENVIRONMENTAL PURCHASING POLICY

Policies

- All County of Sacramento personnel will specify recycled and environmentally preferable products whenever practical.
- The County shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- All County Agencies/Departments/Divisions shall practice waste prevention whenever practical.

Best Practices

A. Procurement Practices

In cooperation with their customers, all County Agencies/Departments/Divisions shall evaluate, at least, the following environmentally preferable product categories and purchase them whenever practical.

- Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
- 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.
- Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
- Re-refined antifreeze, including on-site antifreeze recycling.
- Re-refined lubricating and hydraulic oils.
- Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts.
- Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles and insulation.
- Re-crushed cement concrete aggregate and asphalt.
- Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- Compost, mulch, and other organics including recycled biosolid products.
- Re-manufactured paint.
- Other products that may be designated by General Services.

APPENDIX E – SACRAMENTO COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish 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.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. 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.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.

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

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

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

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ value of buildings - TBD

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).

- B. AUTOMOBILE LIABILITY:

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

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

IV. 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.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

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

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

VI. OTHER INSURANCE PROVISIONS

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

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

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

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

A. 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.

B. 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.

C. 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.

D. 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.

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

VIII. 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.

IX. 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:

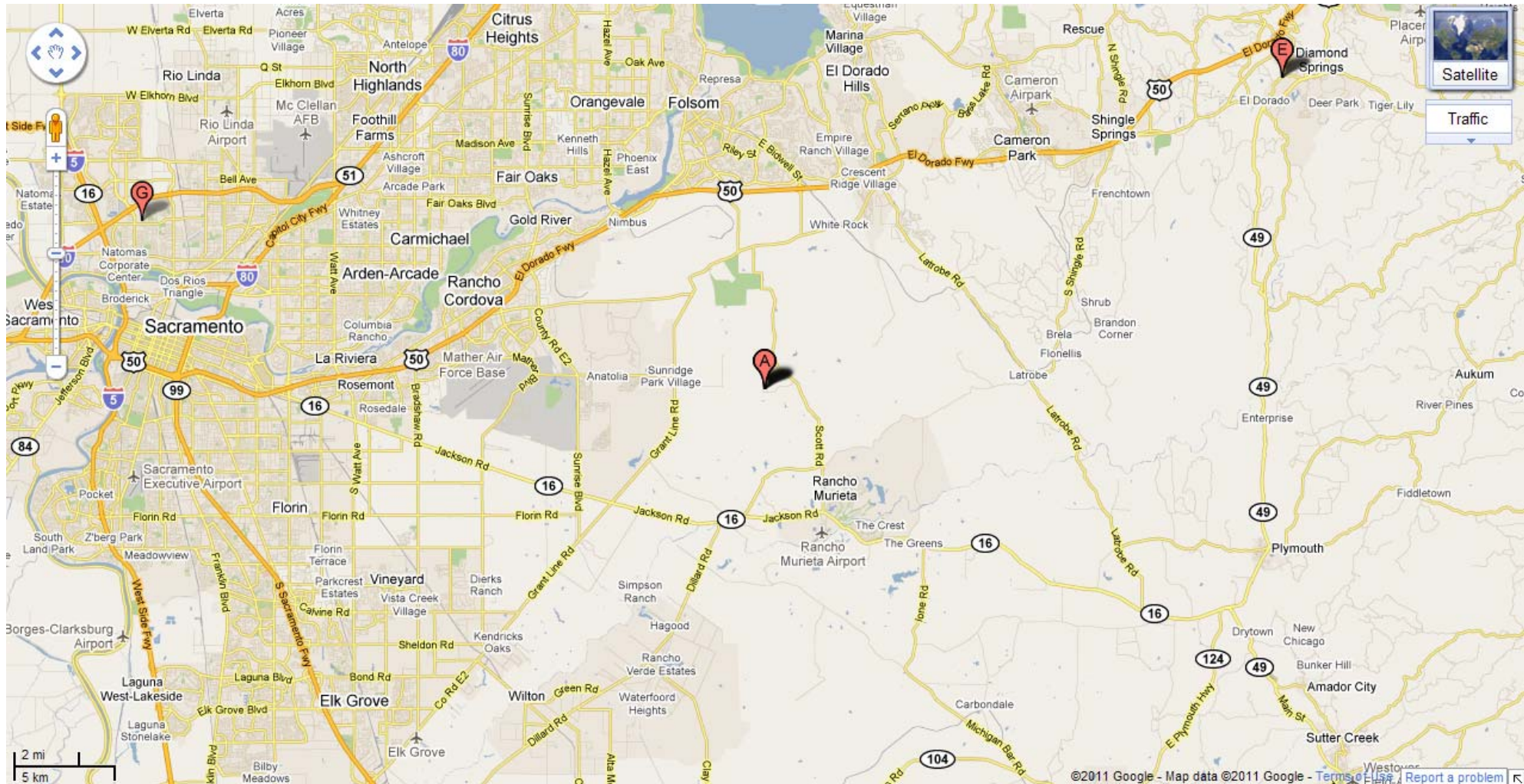
1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

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.

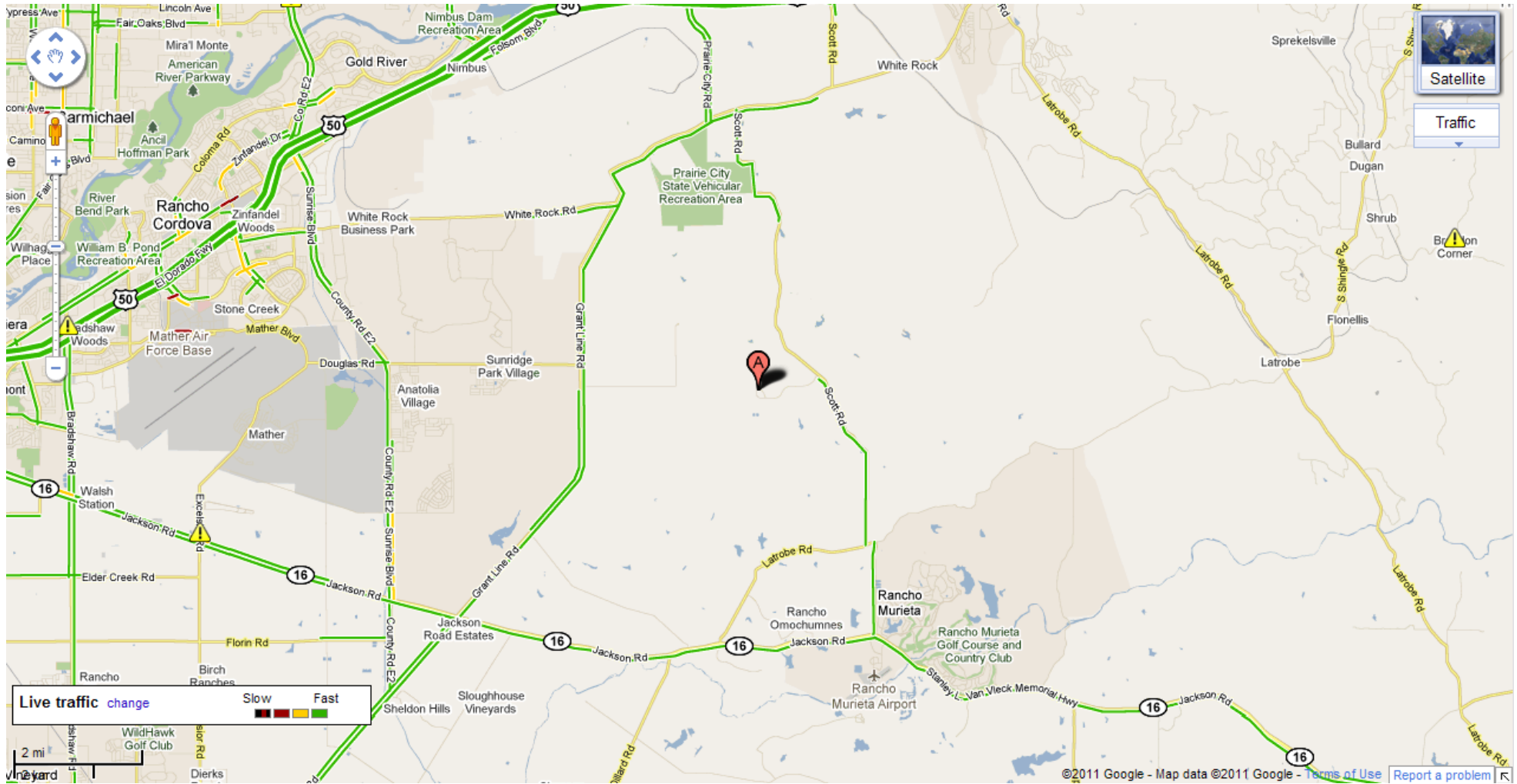
X. NOTIFICATION OF CLAIM

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

APPENDIX F – BOYS' RANCH MAP AND AERIAL PHOTO



Proposals for Repurposing the Sacramento County Boys' Ranch Facility at 14049 Boys' Ranch Road, Sloughhouse, CA 95683 RFP #7721





APPENDIX G - BIDDER 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.

FIRM NAME

Page #	Section#/Title	Exception