



REQUEST FOR PROPOSALS – PROFESSIONAL SERVICES

Request for Proposals No.	RFP#P261201441002	
Project Name:	Medical Director for Emergency Medical Services Division	
Questions due by:	10/6/2026	5:00 PM PST
Proposal Due By:	10/9/2026	5:00 PM PST
Estimated Week of Interviews (if necessary)		
Estimated Week of Award Notification:	Week of 10/19/2026	
Estimated Week of Contract Award:	Week of 12/1/2026	

PRE-PROPOSAL CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Proposals from proposers who do not attend a MANDATORY pre-proposal meeting shall be deemed non-responsive and their proposal will not be considered for the award of a contract.

Date:	
Time:	
Location site name:	
Address:	
Bldg./Floor/Room:	
City:	
Link for virtual meeting:	Link?

NOTE: The City of Sacramento reserves the right to modify the dates and other criteria listed at its sole discretion. Prospective proposers will be notified of any significant changes by addendum issued via the City of Sacramento's online bid portal. All information submitted in or in connection with a proposal is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a proposal that contains false information. The return of a signed proposal shall constitute a promise to supply in accordance with terms and conditions shown herein. *All proposal submissions become public record.*

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Attachments

Attachment 1 – Proposal Signature Form

Attachment 2 – Payment Discount

Attachment 3 – Equal Benefits Ordinance Declaration of Compliance

Attachment 4 – Local Business Enterprise 5% Preference form

Attachment 5 – Local Business Enterprise Participation Requirement Form

1. SCOPE OF SERVICES

1.1 Introduction

The City of Sacramento, Fire Department

is soliciting proposals to: provide Medical Director services for the Emergency Medical Services (EMS) Division. The Medical Director will deliver comprehensive medical oversight for all Fire Department EMS operations, including direct and indirect medical direction, narcotics accountability oversight, quality assurance participation, EMS training, and clinical guidance for specialized units such as the Street Overdose Response Team (SORT) and the Mobile Integrated Health (MIH) advanced provider program. The selected proposer will support EMS system compliance with Sacramento County EMS Agency regulations, advise Fire Department leadership on medical policy and emerging EMS initiatives, represent the Department at regional and statewide EMS meetings, and provide on-scene medical support when requested.

In response to the Request for Proposals, the City anticipates receiving competitive pricing as well as an assurance of quality services.

The City intends to award one contract, however, it may choose to award additional contracts as the City deems necessary to meet the City's needs.

The proposed budget for this project/contract is: \$1,250,000.

1.2 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

The selected firm shall provide an individual that can provide Medical Director services to support the City of Sacramento Fire Department's Emergency Medical Services (EMS) Division for a period of up to five years. The overall scope of services includes direct and indirect medical oversight, regulatory compliance, narcotic security management, EMS training, quality assurance activities, and support for specialized EMS response units. Position is needed for a minimum 24 hours per week.

The Medical Director shall:

1. **Provide Medical Oversight**

- Deliver both direct and indirect medical oversight for all EMS operations within the Fire Department.
- Offer medical consultation for major EMS support functions and provide on-scene medical support when requested by the Incident Commander or designee.

2. **Ensure Regulatory and Clinical Compliance**

- Maintain familiarity with all applicable regulations, including the California Health and Safety Code Title 22, Sacramento County EMS Agency protocols, DEA requirements, and federal controlled substances regulations.
- Maintain DEA credentials required for controlled substance procurement and disposal.

3. **Oversee Controlled Substances (Narcotics)**

- Coordinate narcotic security, recordkeeping, storage compliance, and inspections in accordance with federal, state, and local regulations.
- Maintain unrestricted access to all narcotics-related records as required for oversight.

4. Lead and Participate in Quality Assurance Activities

- Initiate quality assurance investigations and participate in related reviews as required.
- Meet regularly with EMS Coordinators to evaluate cases, performance, and any matters referred to county or state EMS oversight bodies.

5. Participate in Required Meetings and EMS System Coordination

- Attend Sacramento County Medical Advisory Committee and Operational Advisory Committee meetings.
- Attend additional local, state, or national EMS meetings at the request of the Fire Chief.

6. Provide Training and EMS Education

- Support EMS-related training and educational programs, including academy instruction, skills evaluation, and fire station visits.
- Contribute expertise to EMS film production, policy review, CQI program development, and related initiatives.

7. Support Specialized and Emerging EMS Programs

- Provide medical supervision and chart review for alternative response units including the Street Overdose Response Team (SORT) and Mobile Integrated Health (MIH) advanced provider program (Physician Assistant/Nurse Practitioner oversight).
- Ensure compliance with state laws relating to AED programs and other required EMS equipment.

8. Reporting Requirements

- Submit bi-monthly reports or additional updates as requested by the Fire Department.

2. CURRENT CONDITIONS

2.1 About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 500,000. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues, and emphasis on quality in the provision of governmental services. Sacramento is a Charter City, which operates under a City Council Manager form of government. It has an annual budget of \$1.6 billion and approximately 5,000 full-time equivalent positions.

2.2 Current Project Conditions

The City of Sacramento Fire Department currently contracts with The Permanente Medical Group, Inc. to provide Medical Director services for the Emergency Medical Services (EMS) Division. The existing agreement, Contract No. PRC003565, became effective July 1, 2025, and includes an initial two-year term with the option for three additional one-year extensions.

3. PROPOSAL SUBMISSION

The City shall not accept proposals after the submission deadline specified in this RFP and will not consider late proposals under any circumstances. Each proposal that is submitted for consideration shall include, at a minimum, the RFP transaction number, project name, company name, and the information as called for in the section below. To be considered your proposal(s) shall be responsive to all items set forth below:

3.1 Submit Proposal Responses

☒ Electronically via the city's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

-or-

☐ Hard (paper) Copy or Copies to:

Name

Department

Address

City, State

Zip

The City of Sacramento will not consider proposals submitted in a format other than specified above.

3.2 Fee Schedule Submittal

Submit fee schedule(s) and hourly rates electronically using your own rate sheet(s)

3.3 Standard Forms to be Submitted with Proposal

- ☒ Fee Schedule as outlined in section 3.2
- ☒ Proposal Documents as outlined in section 3.4
- ☒ Attachment 1 - Proposal Signature Form
- ☒ Attachment 2 - Payment Discount Form
- ☒ Attachment 3 - Equal Benefits Ordinance Declaration of Compliance
- ☒ Attachment 4 - Local Business Enterprise 5% Preference Form
- ☒ Attachment 5 - Local Business Enterprise Participation Form
- ☐ Performance Bond

3.4 Additional Proposal Submittal Requirements

Project Approach: Proposers shall describe their approach to providing Medical Director services for the City of Sacramento Fire Department in one to two pages. The narrative should demonstrate an understanding of the Department's EMS structure, medical oversight needs, regulatory requirements, continuous quality improvement expectations, and specialized programs such as SORT and MIH.

Resumes, Certifications, and Degrees: Each proposed individual must submit a current resume that includes education history, licenses, certifications, and degrees applicable to EMS medical oversight (e.g., MD degree, Board Certification in Emergency Medicine or EMS, DEA registration, California medical licensure, specialized EMS training).

References: Provide the names, phone numbers, and addresses for a minimum of three (3) references for whom the individual has performed similar medical oversight or EMS-related professional services.

Complete and sign the Proposal Signature Form (Attachment 1)

Complete the Local Business Enterprise (LBE) forms (Attachments 2 and 3)

3.5 Performance Bond

A performance bond is: ☐ Required ☒ Not Required

If required, a performance bond approved by the City must be submitted by the successful proposer within ten days of the notification of the intent to award, in the amount of N/A % of the total amount of the proposal. The performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney.

3.6 Certificate of Insurance

Successful proposers are REQUIRED to submit the necessary certificate(s) of insurance and endorsements as called for in the contract's General Provisions prior to award of the contract.

3.7 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful proposers will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit:

<https://www.cityofsacramento.gov/finance/revenue/business-operations-tax>

4 APPLICABLE ORDINANCES AND PROGRAMS

4.1 Local Business Enterprise (LBE) Five Percent (5%) Proposal Evaluation Preference

☒ The LBE 5% Preference is applicable to this Request for Proposals.

-or-

☐ The LBE 5% Preference is not applicable to this Request for Proposals.

-or-

☐ The LBE 5% Preference is not applicable to this Request for Proposals as the project is Federally-funded.

For contracts under \$250,000, firms that qualify as a local business enterprise (LBE) will receive a 5% preference on all City procurement opportunities. The prime proposer must qualify under the LBE to receive preference points and subcontractors may not be considered. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Detailed information about this program can be found in the City's LBE Policy, located at:

<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

4.2 Local Business Enterprise (LBE) Participation Program

☒ The LBE Participation Requirement is applicable to this Request for Proposals.

-or-

☐ The LBE Participation Requirement is not applicable or has been waived for this Request for Proposals

-or-

☐ The LBE Participation Requirement is not applicable for this Request for Proposals as the project is Federally-funded.

The LBE Participation Program is applicable to non-professional, professional, and public project/construction contracts \$250,000 or more unless waived by the City Manager or the City Manager's designee. This program provides enhanced opportunities for the participation of qualifying business in the City's contracting and procurement activities. A minimum of 5% LBE participation is required. To receive credit for the 5% minimum participation requirement, proposers must either (a) be an LBE, or (b) subcontract with a qualified LBE. Proposers wishing to qualify for this requirement using subcontractors must submit the Subcontractor and Local Business Enterprise Participation Verification Form with their proposal.

Detailed information about this program and the Subcontractor and Local Business Enterprise Participation Verification Form can be found at: <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

4.3 SB 1383

☐ Goods/services being requested on this solicitation qualify as Recovered Organic Materials and **will be subject to reporting requirements outlined in SB 1383.**

-or-

☒ SB 1383 requirements are **not applicable** to this solicitation.

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products to meet their annual procurement target. These procurement requirements will strengthen California's green, self-sustaining economy. CalRecycle assigns an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfil their target by procuring any combination of the following recovered organic waste products:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, Electricity) from Anerobic Digestion and Electricity from Biomass Conversion.

Full regulatory requirements can be found at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

4.4 Additional City Ordinances

Information on additional ordinances may be found at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount:

<https://www.cityofsacramento.gov/content/dam/portal/finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf>

5 EVALUATION PROCEDURES

5.1 Evaluation Process

The City should validate and evaluate all proposals received before the evaluation deadline specified in this RFP. All requirements identified in this RFP must be satisfied to ensure that a proposal will qualify for consideration.

5.2 Evaluation Categories and Scoring

WRITTEN PROPOSAL	POINTS
Qualifications and Experience: Proposed Medical Director brings extensive clinical, administrative, and EMS system oversight experience aligned with the City of Sacramento Fire Department's operational and regulatory requirements based on submitted resume and submitted supporting documents.	40
Project Approach: Approach is designed to fully satisfy the City's operational, regulatory, and clinical oversight needs through a structured, collaborative, and data-driven methodology based on submitted project approach.	30
Project Work Plan and Schedule: Structured medical oversight, timely deliverables, and continuous engagement with the Sacramento Fire Department EMS Division based on submitted project approach.	20
Cost Proposal: Based on fee schedule and hourly rate sheet as required in Section 3.2 of the RFP.	10
SUBTOTAL	100
LBE 5% Preference <i>(Make sure this is 5% of the subtotal for written proposal)</i>	5
TOTAL FOR WRITTEN PROPOSALS	105
RANKING OF PROPOSER (assigned after completion of scoring)	

5.3 Point System Used to Rank Proposals

A point system will be used to evaluate the proposals. The weight assigned to each criterion reflects what is most important to the success of the project to achieve the desired outcome. Pricing may not be the most important factor in all projects. Contract(s) will be awarded based on which proposal(s) are deemed to provide the best value to the City.

At the completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed; the award will be made to the proposer(s) determined to provide the best value to the City.

*If interviews are not conducted, the award will be based solely on the scores of the written proposals. If interviews are conducted, the award will be based on the combined scores for the written proposals and interviews.

6 ADMINISTRATIVE REQUIREMENTS

6.1 Electronic Proposal Document Availability

Official Electronic copies of this proposal document can be obtained only from the City of Sacramento's official online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

Any additional information (Addenda, Q&A, etc.) pertaining to this proposal will also be found at the above link.

Proposal information obtained from third party sources will not be considered official and will not fulfill a proposer's responsibility for all official proposal information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and/or non-responsive.

6.2 Questions

All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline:

<https://pbsystem.planetbids.com/portal/15300/portal-home>

Written responses to questions will be provided by the City as either an addendum or an email to all prospective proposers via the City's online bid portal.

If a question arises **after** the Q&A Deadline – it may be emailed to jbastida@sfd.cityofsacramento.org . If the department soliciting proposals determines a response is needed, it shall issue an addendum to the solicitation to re-open the Q&A period to allow the question to be asked and answered via the online bid portal and to allow other prospective proposers to submit additional questions for a limited period of time.

6.3 Proposal Submission

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that the specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the City and may be reviewed and evaluated by any persons at the discretion of the City following the publication of an intent to award a contract or contracts.

6.4 Proposals Become Public Records

Upon execution of a contract by the selected consultant(s), all proposals received in response to this RFP shall be regarded as public records and will be disclosable upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFP.

The City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

6.5 Proposal Expenses

All Proposers responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any Proposer for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City, or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations. Proposers shall not include any such expenses as part of the price proposed in response to this RFP.

6.6 City Rights

The City reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on a review of the proposal only.

The City reserves the right to reject individual employees of contractors, or proposed subcontractors, and request substitution without indicating any reason.

6.7 Late Proposals Not Accepted

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and any hard copies will be returned to the proposer.

6.8 Proposal Questions

Any questions regarding form and content of your proposal per this RFP, should be sent to to the City's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

6.9 Proposal Modification

Proposals may be withdrawn or modified before the due date of submission for proposals. Electronic proposals may be withdrawn or modified through the City's online bidding platform. Hard copy proposals may be modified by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

6.10 Verbal Directions

No verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

6.11 Addenda and Supplements to RFP

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.

<https://pbsystem.planetbids.com/portal/15300/portal-home>

It is the responsibility of the proposer to verify addenda and supplements up to the RFP submission date and time. Upon issuance, the terms of any addendum shall prevail over inconsistent provisions of earlier issued documentation.

RFP submittals missing acknowledgment of any addendum or information requested in this RFP may be considered non-responsive and the contractor may be eliminated from evaluation.

6.12 Withdrawal of Proposals

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal's duly authorized representative, and has been filed with the City.

6.13 Rejection of Proposals

The City of Sacramento reserves the right to reject any or all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

The City reserves the right to reject any or all proposals submitted, correct any technical errors in the RFP process, waive any irregularities in any proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City.

6.14 Proposal Variations in Service Delivery

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for an award.

6.15 Contract Negotiations

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City.

Final approval of contracts awarded for projects of \$250,000 or more will be made by the City Council.

No agreement is binding unless it is executed by authorized representatives of the City and the selected proposer.

6.16 Protest Procedure

Any protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <https://www.cityofsacramento.gov/finance/procurement/bid-opportunities>

6.17 Acceptance of Proposal

The contents of the proposal of the successful Proposer will become contractual obligations to be contained in a formal written agreement. Failure of successful Proposer to accept these obligations in a formal agreement may result in cancellation of the award. The City may require Proposers to participate in negotiations and submit price, technical, or other revisions to their proposal(s) resulting from such negotiations.

6.18 Selected Contractor Responsibilities

The selected contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

6.19 Licenses

The Contractor shall be required to maintain any necessary licenses and shall comply with all Federal, State, and local laws, codes, and ordinances without cost to the City.

6.20 Non-Waiver of Defaults

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

6.21 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to the award of the contract. Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

6.22 Contractual Obligations

The standard City of Sacramento Professional Services Agreement includes, but is not limited to, the requirements shown in the contract. By submitting a proposal, the proposer is indicating they have reviewed the contract and are willing to comply with each provision attached. If the proposer wishes to negotiate any provision it must be indicated within the proposal. The City retains the discretion to accept or reject any proposed edits to the contract.

6.23 Payment Terms

Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the proposer. When prompt payment discounts are offered and accepted by the City, the calculated discount will be subtracted from the final proposed amount and the discounted amount will be used to determine lowest proposed cost. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

6.24 Purchase Order

One or more purchase orders may be issued to the Contractor on behalf of the City department or division ordering goods covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period. If a contract is for a specific period and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

The purchase order does not supersede any provision of the contract. If purchase order terms conflict with the terms of the contract, the contract terms shall prevail. Performance time and dates are determined solely by the contract.

Delivery of material must not begin prior to the receipt of the purchase order.

6.25 Cooperative Purchasing

The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

6.26 Professional Services Agreement

The proposer(s) recommended for this award will be required to sign the Professional Services Agreement. The Agreement can be found at the following URL:

<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>

Proposers are responsible for reading and understanding the Professional Services Agreement's requirements, terms, and conditions prior to submitting their proposals.

ATTACHMENT 1**PROPOSAL SIGNATURE FORM**

All firms must complete and sign this section and include it within their submittal response. Failure to complete and sign this section will result in rejection of the submittal.

Name of Firm: _____

Business Address: _____
(Street) (City) (State) (Zip Code)

Telephone: _____ **Fax:** _____

Type of Business

- ☐ Corporation
- ☐ Partnership
- ☐ LLC, Limited Liability Corporation
- ☐ Individual doing business under own name
- ☐ Individual doing business under firm name
- ☐ Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

*Mandatory if recommended for contract award.

Signature: _____ **Date Signed:** _____

Name & Title: _____

ATTACHMENT 2

PAYMENT DISCOUNT

PAYMENT DISCOUNT:

Will you offer a prompt payment discount?

Yes [☐] or No [☐] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

When prompt payment discounts are offered, the calculated discount will be subtracted from the final proposal amount and the discounted amount will be used to determine lowest price. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award.

ATTACHMENT 3

EQUAL BENEFITS ORDINANCE DECLARATION OF COMPLIANCE

Name of Contractor: _____

Address: _____

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:			
Title:		Date:	

ATTACHMENT 4

Local Business Enterprise (LBE)

5% LBE Preference Program

Note: Proposers must provide responses to the following items in order to qualify for the 5% preference. This should only be completed by the prime proposer.

LBE FIVE PERCENT (5%) PREFERENCE

For contracts under \$250,000, prime firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county* of Sacramento.

Local Business Enterprise (LBE)

Is the firm submitting the proposal qualified as a local business enterprise? Check the appropriate box below:

- ☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- ☐ **NO** – the prime contractor submitting the proposal is not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, a current copy of the City of Sacramento Business Tax Certificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide qualifying business office or workspace address**:

* Unincorporated area" generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County **does not include** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, or Rancho Cordova. (See <https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx>).

**Address must be a physical address for the basis of location. This excludes P.O. Box addresses, etc.

Detailed information about the LBE 5% Preference Program can be found at:

<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

ATTACHMENT 5

Local Business Enterprise (LBE)

LBE Participation Program

Note: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

LBE FIVE PERCENT (5%) PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE Preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.64.020, when the bid specifications for a city contract establish a minimum participation level for LBEs, no proposer on the contract shall be considered responsive unless its proposal meets the minimum LBE participation level required by the proposal specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code section 3.64.020, no proposer on this contract shall be considered responsive unless its proposal meets or exceeds this minimum participation level. To qualify for this requirement, proposers must either (a) be an LBE or (b) subcontract with a qualified LBE.

All information about this program can be found at: <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

3. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
4. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county of Sacramento.

Local Business Enterprise (LBE)

Does the proposal satisfy the local business enterprise participation requirement? Check the appropriate box below:

- ☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- ☐ **SUBCONTRACTING** – the prime contractor is utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises for more than 5% of the work.*
- ☐ **NO** – the prime contractor and the subcontractors or sub-tier suppliers are not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

And provide qualifying business office or workspace address (must be physical address for the basis of location – this excludes PO Boxes, etc):

*If utilizing subcontractors or suppliers to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Form** found at <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances> must be submitted with your proposal.