

COUNTY OF GLENN  
REQUEST FOR PROPOSAL

***CONSULTATION, TECHNICAL DEVELOPMENT, TRAINING, TECHNICAL  
ASSISTANCE, GRANT PROFESSIONAL SERVICES, AND EVALUATION SERVICES  
FOR AFFORDABLE HOUSING***

Proposal No. 2018-09



Proposals must be received no later than 3:00 P.M., November 8, 2018.

County of Glenn  
Craig Bentley, Staff Services Specialist  
420 East Laurel Street  
Willows, CA 95988  
530-934-1496

*Love the Lifestyle*

[www.countyofglenn.net](http://www.countyofglenn.net)

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**RFP NUMBER: 2018-09**

**COUNTY OF GLENN  
REQUEST FOR PROPOSAL  
FOR  
CONSULTATION, TECHNICAL ASSISTANCE,  
AND EVALUATION SERVICES**

**I. PROPOSAL SUBMITTAL**

- A. Proposals will be accepted until 3:00 P.M. on November 8, 2018. Use of U.S. mail will be at the proposer's risk. **Proposals received after this date and time will not be considered.**
- B. Proposals must be signed by a duly authorized officer of the submitting organization, delivered along with all required documents and plainly marked as follows:

County of Glenn  
Craig Bentley, Staff Services Specialist  
420 East Laurel Street  
Willows, CA 95988

- C. All costs of the Request for Proposal preparation shall be the responsibility of the proposer.
- D. The original and three (3) copies of the proposal package must be completed and submitted as outlined above.
- E. If a potential proposer has any questions relating to this Request for Proposals, they must be received in writing by email ( [admin@countyofglenn.net](mailto:admin@countyofglenn.net) ) or mail (Craig Bentley, Staff Services Specialist, 420 East Laurel Street, Willows, CA 95988) by 3:00 P.M., October 15, 2018. Questions will not be accepted by FAX, telephone, or orally. The County reserves the right to decline a response to a question if, in the County's assessment, the information cannot be obtained and shared with all potential proposers in a timely manner.
- F. A summary of the questions submitted within the designated timeframe, including responses deemed relevant and appropriate by the County Questions and responses will be posted on the Glenn County website by October 25, 2018.
- G. All materials submitted in response to the Request for Proposal become the property of the County of Glenn and may be returned only at the County's option and at the proposer's expense.

## **II. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit and award contract(s) to service provider(s) for high quality, cost-effective Consultation, Technical Development, Grant Administration, Grant Writing, Evaluation Services, as well as Technical Assistance and Technical Trainers focused upon:

- Planning for affordable housing within the Glenn County area, while aligning with the region's rural community needs and Glenn County's promotion of the motto, "Love the Lifestyle". Additionally, since Glenn County partners with Colusa and Trinity Counties in the Colusa-Glenn-Trinity Community Action Partnership (or CAP), a proposal that demonstrates flexibility in considering these Counties will be favorable to the firm responding to this RFP. Consider this as a universal condition for this entire RFP.
- Expertise related to the programs and packages designed to progress affordable housing initiatives within Colusa, Glenn, and Trinity County areas.
- Partnering with public agencies, businesses, and other entities to bring the most beneficial housing investments and projects to Glenn County and the counties making up the CAP communities.
- Finding and obtaining funds to leverage feasible housing programs and packages.
- Ranges of services including, but not limited to, pre-planning, development, project management and property management.

These professional services are to be provided to the County of Glenn, the Counties of the CAP, as well as various other County entities, as needs or opportunities arise. This RFP is the means for prospective service providers to submit their qualifications and request selection as a service provider.

Proposals will be considered from all potential provider types, including but not limited to:

- Sole practitioners
- General partnerships
- Government agencies
- Non-profit organizations
- Private firms
- Panel organizational configurations
- Any combination of the above

## **III. BACKGROUND INFORMATION**

The County of Glenn and other county partners have used external contractors and consultants for a variety of important tasks and projects. These include, but are not limited to: project consultation, project management, public forums, data collection and analysis, technical assistance, evaluation services, professional writing services, grant consultation / administration, community studies, business climate analysis, economic development strategies, and other consultative support functions.

#### IV. DESCRIPTION OF SERVICES

The County of Glenn seeks qualified consultation in the areas listed within the following Scope of Services. Responses may include all or part of the services described below. Cost proposals and proposal responses should itemize services and costs, so proposals may be properly evaluated and compared.

##### **Scope of Services:**

- Develop comprehensive strategic plans as requested. The elements of the strategic plan will vary dependent upon the specific project. The strategic plan may include all or select items such as:
  - Community or housing climate surveys
  - Data collection and management
  - Data analysis and interpretation
  - Develop reports specific to the current and potential housing of the County(ies), in relation to prospective benefiting community projects or grants
- Reporting and presentation of custom conclusive studies  
Professional services including:
  - Support in responding to grant opportunities with professional grant writing services
  - Develop relative comprehensive reports on behalf of the County(ies)
  - Consult with the County(ies) by leveraging housing and community expertise, focused at the County(ies)' award of grants and community development opportunities
  - Preparation of detailed narratives and authoring highly impactful grant responses
- Grant / Project Management and Administration:
  - Define resources, budgets, and timelines of project or elements of a grant application
  - Development and follow through to completion, grant applications of varying types
  - Structure the grant narratives to be impactful, measurable, and deliverable
- Visionary and continual improvement consultation:
  - Grant/ Implementation. Implementation of various grants including those related to:
    - Community visioning
    - Housing needs assessments
    - Economic development
    - Feasibility studies
    - Community development
    - Trending within the community environment
    - Trending within the housing climate

- Targeted studies which are conclusive and demonstrate items such as:
  - ROI (Return on Investment)
  - Cost per Capita
  - Relational Cost-Benefit Analysis
  - Mapping of local and regional S.W.O.T. (Strengths, Weaknesses, Opportunities, and Threats)

## **V. DETAILS AND COMPREHENSIVE SCOPE:**

The desired outcome of this RFP is to find highly qualified vendors to provide an independent means of Consultation, Grant Administration, Grant Writing, Evaluation Services, as well as Technical Assistance and Technical Trainers in the areas outlined in this RFP. Awarded vendors are expected to demonstrate expertise in the provisions of the Housing and Community Development Act of 1974, as well as current and new plans, programs, and packages of local, City, County, State and Federal jurisdictions. The intended outcome is to provide increased flexibility, efficiency, funding, funding sources, and overall resources benefitting the citizens and communities of Glenn County, as well as Colusa and Trinity Counties.

The larger vision of Glenn County and the CAP is the development of an affordable housing action strategy. The focus of the strategy is the development of actionable steps that the County(ies) can take to create and preserve affordable housing. Recent trending illustrates that availability of affordable housing in the County(ies) continues to diminish and housing is becoming out of reach for an increased number of individuals and families. The action strategy will serve as the guiding document on the plans, programs, and packages that the County(ies) will implement and modify to address this long term vision.

The County(ies) seeks an experienced firm or firms to work with County staff and the County's advisory team to achieve the project objectives described below. An essential component of a vendor's proposal will be the development and the use of an analytical tool to produce a comparative evaluation of potential actions that could be included within our strategic housing plan.

### **The objectives of the project are to:**

1. Assess tools currently in place to create and preserve affordable housing utilizing studies, regulations, and staff resources;
2. Review best practices/most effective tools being used elsewhere;
3. Build on efforts already underway by identifying a focused set of additional tools to employ;
4. Review public funding levels and whether/how to augment current public resources including capitalizing upon new and current funds;
5. Assess the barriers that exist to creating and preserving affordable housing in the County(ies);
6. Integrate the above into an action plan, with clear directives about what the County(ies) is working to achieve, tools to be utilized, specific and measureable goals/targets at different levels of affordability, and metrics to gauge performance.

The selected firm or firms will design and develop the analytical tool (including testing and refining), perform the evaluation, and present results to the delegates of the County(ies). The proposal must include a report on the methodology, assumptions, inputs, outputs, best practices, findings and conclusions, as well as graphics for use in presentations.

#### **VI. ITEMS TO DEMONSTRATE:**

The Consultant is required to have the following documented experience and qualifications:

- Understanding the issues and complexities of affordable housing;
- Experience in working with California housing policy and regulations;
- Understanding rural housing;
- Experience with designing, developing and using analytical tools comparable to the tool described for this project;
- Ability to present technical information in a manner that is understandable for non-technical users, in written and oral form.

#### **VII. SUBMITTAL REQUIREMENTS:**

Responses to this RFP must include the following:

- The signatures of the authorized individuals of the firm(s) submitting the proposal;
- Titles of signing individuals, along with date of signature;
- A one-page, single-sided cover letter indicating:
  - Consultant's interest in offering these services;
  - Project team including the lead firm and all other firms that the lead firm will partner with;
  - Names and resumes of all individuals anticipated to be part of the project team;
  - Project manager with whom the County(ies) will interact;
- A work plan (maximum of 10 pages, i.e. 5 sheets) for completing the Scope of Work authored by your firm(s), including:
  - Key personnel who would be assigned to this analysis and their availability over the duration of the project
  - Brief description, by task, of work to be performed, products, timeline and budget of your scope of work. Alternative approaches that demonstrate the objectives and outcomes can still be achieved will also be considered.
- Example(s) of similar work completed, the outcome of that work, the name of the organization the work was completed for and contact information of the individual(s) who acted as project manager with the organization.

**VIII. EVALUATION PROCEDURES:**

Consultants are encouraged to be creative in responding to this RFP, which could include proposing alternatives in addition to a traditional service delivery model. A joint proposal between two or more consultants may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a consultant’s proposal and how well the proposal meets the needs of the County(ies). In evaluating the proposals, the County(ies) will be using a criteria evaluation process.

**IX. EVALUATION CRITERIA:**

Proposals will be evaluated by the Selection Committee based upon the responsiveness of the Proposal to this RFP, which may be weighted by the County(ies) in any manner it deems appropriate.

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team to determine the proposer’s demonstrated ability to provide quality and competent services in relation to these projects. Proposals will be evaluated and ranked by score. The highest scoring participants may be set up for an interview. Interviews, if considered necessary, will be held with selected consultants based on an evaluation of the proposals.

All proposals will be evaluated using the criteria listed below and based on how well the proposal demonstrates a respondent’s:

- Understanding of the issues and complexities of affordable housing in the County(ies) of Glenn, Colusa, and Trinity;
- Ability to provide qualitative and quantitative goals/targets and metrics alongside associated evaluation tools;
- Ability to present technical information that is understandable for non-technical users;
- Ability to clearly demonstrate its approach to designing, developing and using the analytical tool and the ability of the tool to be used in future re-evaluations;
- Ability to produce the desired outcomes with the schedule and budget identified. This will include a review of the examples of similar work completed; and
- Ability to demonstrate actions that will be taken in effort to include local businesses.

<b>Scoring Criteria</b>	<b>Max Points Possible</b>
Understanding broad scope issues and complexities of affordable housing	15 points
Understanding issues and complexities of affordable housing localized to the federal, state, county, city, and local community	15 points
Ability to provide qualitative and quantitative goals/targets and metrics	15 points
Ability to present technical information to non-technical users	10 points
Ability to clearly demonstrate approach to design, development and usage of analytical tool and ability to replicate the tool in future efforts	30 points
Ability to produce desired outcomes within schedule and budget, to include review of similar work completed	10 points
Local Business program participation	5 points
<b>TOTAL POSSIBLE</b>	<b>100 points</b>



**X. PROPOSAL PROCESS**

A. Period of Offer

1. Response to this RFP constitutes an irrevocable offer to the County of Glenn to perform according to the proposal specifications and the proposed contract for a period of not less than 120 days from proposal opening.

B. Submission of Proposals

1. Proposals must be received no later than 3:00 P.M., November 8, 2018, at:

County of Glenn  
Craig Bentley, Staff Services Specialist  
420 East Laurel Street  
Willows, CA 95988

Proposals received after the 3:00 P.M. deadline shall not be considered.  
**Reliance on the United States Postal Service will not excuse late proposals.**

2. All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above, shall be the time of receipt at the County as determined by the date stamp of the County on the proposal wrapper or other evidence of receipt maintained by the County.
3. All costs of the proposal preparation shall be the responsibility of the Proposer.
4. All materials submitted in response to the proposal become the property of the County and may be returned only at the County's option and the bidder's expense.
5. The original and three (3) copies of the proposal package must be completed and submitted as outlined above.
6. Bidders must be aware that the submission of a proposal in response to this RFP shall create a contractual liability to perform according to the enclosed contract if the proposal is accepted by the County for the award of the contract.
7. Bidders will be required to conform to all applicable provisions of law and regulations.

C. Proposal Review and Evaluation Criteria

1. Selected County staff, and/or selected interested professionals will evaluate the proposals to determine a bidder's responsibility and responsiveness.
2. A responsible bidder is one whose proposal substantially complies with all requirements of the RFP.

A responsible bidder is one who:

- a. Possesses the competency, experience, and education required to effectively perform the duties as detailed in the *Scope of Services*, and
  - b. Has no record of unsatisfactory performance, lack of integrity, or poor business ethics, and
  - c. Is otherwise qualified and eligible to receive an award under applicable statutes and regulations, and
  - d. Has the experience of successfully performing similar services with particular focus on grant writing, data analysis and support, technical assistance, and program evaluation, and
  - e. Has articulated a comprehensible approach to completing the required work, and
  - f. Has acceptable references. (include reference within your proposal)
3. Any proposal may be declared irregular and not considered for award of the contract if it is conditional, incomplete, or not responsive to the RFP, or contains any alteration of form or irregularity that would prevent it from being compared to other proposals.
  4. The County reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the bidding requirements if awarded the contract.
  5. The County reserves the right to reject any and all proposals, and to cancel the procurement process.
  6. After review of all proposals and a recommendation for award of contract or contracts is made, all bidders shall be notified in writing of the recommendation.
  7. The contract(s) award will not be based solely on price, but a combination of factors determined to be in the best interest of the County. Given that the expertise required for this RFP is highly specialized, the County reserves the right to negotiate a contract or contracts with successful bidder(s) including to further negotiate the proposed scope(s) of work, method of delivery and amount of compensation.
  8. Those firms submitting proposals will be informed of the Notice of Intent to Award and the awarded vendors by December 10, 2018. This notification will be sent to the email address and/or mailing address provided in the firm's RFP response.

D. Protests

1. Following notification to bidders of the recommendation for award of contract(s), protests may be submitted to the County regarding the RFP process and selection of the Contractor. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The County shall consider any protest or objection regarding the award of the contract(s), providing it is submitted in the time period stated above.
2. Protests shall be in writing and shall be addressed to:
 

County of Glenn  
 Craig Bentley, Staff Services Specialist  
 420 East Laurel Street  
 Willows, CA 95988  
 or by email: [admin@countyofglenn.net](mailto:admin@countyofglenn.net)
3. Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The County shall respond in writing to the protestor within ten (10) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

E. Contract Award

1. The award of the contract(s) will be made on the basis of evaluation as described in the Evaluation section, and scoring in accordance with the matrix contained herein, and will be limited to proposals submitted by a responsive, responsible, and qualified bidder.
2. The contract(s) shall not take effect before 12:01 AM on January 31, 2019, or once approved by the Board of Supervisors.
3. Payment for services under any contract(s) resulting from this RFP is dependent upon the availability of County, State, and Federal funding.

**XI. TIMELINE FOR THIS RFP**

The County has developed the following list of key events related to this RFP. All dates are subject to change at the sole discretion of the County.

EVENT	DATE
Issuance of Request for Proposal	10/1/2018
Deadline for written questions	10/15/2018
Questions and answers posted	10/25/2018
Deadline for proposal submission (3PM)	11/8/2018
Anticipated interview dates (optional)	11/26/2018 – 11/30/2018
Notice of Intent to Award	12/10/2018
Protest period – Submit formal protest by	12/20/2018
County responds to protest no later than	1/3/2019

## **XII. PROPOSAL CONTENTS**

The following information must be included in the proposal.

A proposal lacking any of the following information may be deemed non-responsive.

A. Title Page - the title page will include the following information:

1. Proposal title
2. Date submitted
3. Proposer's name
4. Identification of Proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding
5. Proposer's contact information (physical and electronic addresses, telephone, and fax)
6. Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons who will be authorized to make representations for the Proposer
7. Signature of duly authorized representative.
  - a. If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
  - b. If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership.
  - c. If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer.
  - d. If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
  - e. If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

B. Description of Services to be Provided:

1. Services

Provide a general description of the services to be provided to meet the Scope of Services requirements.

2. Organization and Staffing Plan

This section of the proposal must include information regarding the Proposer's proposed organizational structure, length of time in business, including experience, training and credentials.

3. Reporting and Billing Requirements

Proposals must include a plan for maintaining case and billing information required for reporting and billing purposes.

C. Competency and Experience Requirements (Including Resumes of Any Key Staff)

Qualifications and Resumes: Resumes must be included that describe background and experience in conducting the proposed activities. Proposal must describe the proposer's knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the proposer's ability and experience in conducting the proposed activities. Resumes must demonstrate training and experience necessary to successfully complete the proposed activities.

D. Methods and Outcomes

The Proposer must describe the methods that will be utilized to accomplish the proposed activities, and what deliverables are to be produced by the end of the contract period. Specifically, the Proposer should outline what methods will be used to obtain stakeholder engagement in the processes. Proposer should emphasize any relevant experience and may provide examples based on their experience with successfully completing similar or related activities.

E. Acceptance of the Terms and Conditions

*Attachment 1, Proposed Agreement*, sets forth Terms and Conditions, Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change. Certifications, Attachments, and other requirements

Proposer must include the following certifications/forms in its proposal:

- Copies of current business licenses
- Copies of professional certifications

Proposer must include the following attachments in its proposal:

Attachment 1: Proposed Agreement	If selected, the person or entity submitting a proposal must sign an Agreement with these terms and conditions, including the Vendor Assurance of Compliance attachment.
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F. Cost Portion of Proposal

Proposers are asked to submit proposals based on completion of each activity as described in the Scope of Services for the County, including an hourly rate and/or a total annual cost.

1. The Proposer must specify their charges in terms of an hourly rate during the following time periods. State any projected increases in hourly rates during these time periods:
  - July 1, 2018 to June 30, 2019
  - July 1, 2019 to June 30, 2020
  - July 1, 2020 to June 30, 2021
2. The cost proposal should include the following costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate):
  - Travel (includes in-county and out-of-county travel),
  - Training,
  - Insurance: These costs must reflect coverage levels as outlined in *Attachment 1, Proposed Agreement*.
  - Overhead (includes rent, utilities, supplies, etc.),
  - No facilities will be provided for the Proposer under this proposal; all office space will be the responsibility of the Proposer.
  - Other unique costs as determined by Proposer.

**XIII. ADDITIONAL REQUIREMENTS**

References: Proposers should provide at least three current professional references. The County may check references provided by the proposer. Proposer may identify businesses or entities for which they have provided similar services; if such organizations are identified, proposer must state that he or she agrees that the County may contact them. Information for references must include the following:

- Organization name;
- Contact person name, address, email and telephone number; and
- Dates that services were provided.

**XIV. INTERVIEWS**

The County may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the County's offices in Willows, California. The County will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The County will notify eligible Proposers regarding interview arrangements.

## **XV. RIGHTS**

The County reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the County or the State of California responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the County for official files and will become a public record.

### **PUBLIC RECORDS ACT**

All correspondence with the County, including material submitted in response to this RFP shall become the property of Glenn County, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of HHS, and will become public records under the California Public Records Act (CA Government Code §6250, et seq.). As such, all documents that the proposer sends to the County will be subject to being publicly disclosed if requested by a member of the public. The Public Records Act provides for several limited and narrow exceptions to this disclosure requirement. The County will not disclose any part of any proposal before awarding a contract pursuant to this RFP. After the contract is awarded, all proposals received in response to this RFP will be subject to public disclosure. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals. If the proposer believes that there are portions of the proposals exempt from disclosure under the Public Records Act, the proposer must mark said portion as such and state the specific provision under the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Any response which contains language purporting to render all or significant portions of the response as “confidential” or “trade secret” or “proprietary,” or fails to adequately state an exemption under the Public Records Act will be considered a public record in its entirety and may be disclosed. While the Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the County may not be in a position to establish that the information submitted by a responder is a trade secret. If a request is made for information marked “confidential,” “trade secret,” or “proprietary,” the County will provide proposers with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The County, however, shall not in any way be liable or responsible in connection with the County’s disclosure of any response or any part thereof, if disclosure is required by the California Public records Act or pursuant to law or legal process.

**XVI. ATTACHMENT 1, AGREEMENT**

**AGREEMENT BETWEEN THE COUNTY OF GLENN  
AND  
CONTRACTOR NAME HERE  
FISCAL YEAR 2018-2019**

This agreement is entered into by and between the County of Glenn ("County"), and **CONTRACTOR NAME** ("Contractor") for the purpose of **ENTER INFO HERE** (might say if applicable: "for the benefit of the Health and Human Services Agency ("HHS") clients.")

**1. RESPONSIBILITIES OF CONTRACTOR**

**ENTER INFO HERE**

**2. RESPONSIBILITIES OF THE COUNTY**

County shall pay Contractor upon receipt and approval of the invoice(s).

**3. COMPENSATION**

The total amount of this agreement shall not exceed \$xxxxx (**\$written out**) per fiscal year. Pursuant to Title 04.02.05B of the Glenn County Administrative Manual, the Glenn County Health and Human Services Agency Director certifies that adequate unexpended funds are available in the department budget.

**4. BILLING AND PAYMENT**

Contractor shall submit itemized invoice(s) to the **Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988**, Attention: Fiscal, or by e-mail to GCHHSA Accounts Payable [gchhsaccounts payable@countyofglenn.net](mailto:gchhsaccounts payable@countyofglenn.net) within 15 days after completion of the services described in Paragraph 1. The final invoice of each fiscal year must be received no later than July 10<sup>th</sup> of each fiscal year.

**5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019. This agreement may, upon mutual agreement between the parties and according to the terms and conditions of the existing agreement, be renewed in one (1) year intervals for a maximum total term of three (3) years.

**6. TERMINATION OF AGREEMENT**

If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.



## **7. ENTIRE AGREEMENT; MODIFICATION**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

## **8. NON-ASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

## **9. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation.

Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

## **10. INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- d. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable).

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### *Additional Insured Status*

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

##### *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

##### *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

##### *Waiver of Subrogation*

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

*Self-Insured Retentions*

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

*Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

*Claims Made Policies*

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

*Verification of Coverage*

Contractor shall furnish the County with original Certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

*Special Risks or Circumstances*

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**11. INDEMNIFICATION**

Contractor shall hold harmless, defend and indemnify Glenn County and its officers, officials, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's

independent contractor status that would establish a liability for failure to make social security or income tax withholding.

## **12. INDEPENDENT CONTRACTOR CLAUSE**

It is specifically and expressly understood between the parties that this agreement creates no relationship of employer/employee between the parties and that Contractor is, and shall remain throughout the term of this agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent or principal of county while this agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this agreement.

Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by County resulting from Contractor's failure to comply with these provisions.

## **13. NON-DISCRIMINATION**

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall comply with Executive order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

#### 14. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County:                    Administration  
   Glenn County Health and Human Services Agency  
   P.O. Box 611  
   Willows, CA 95988  
   Phone: (530) 934-1439  
   Fax:     (530) 934-6521  
   Email: [admin@countyofglenn.net](mailto:admin@countyofglenn.net)

If to Contractor:                **Name, telephone and address.**

Notice shall be deemed to be effective two days after mailing.

#### 15. AVAILABILITY OF FUNDS

All funding under the Contract is subject to the availability of state or federal funds.

#### 16. RIGHT TO MONITOR AND AUDIT

County shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Contractor and sub-contractors are required to provide a copy of a certificate of liability insurance to County prior to commencement of services and may be required to provide a copy of their business license. Contractor certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, [www.sam.gov](http://www.sam.gov)), formerly known as Excluded Parties Listing Service (EPLS).

#### 17. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) by appropriate State or County audit agencies occurring during the performance of this agreement. Contractor also agrees to pay to County the full amount of County's liability to the appropriate entity resulting from said audit exceptions that result from a breach of contract.

#### 18. RECORDS RETENTION

Contractor shall maintain and preserve all records related to this agreement in its possession (or will ensure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of not less than **seven (7)** years from the effective date of this agreement or until all State audits are complete, whichever is later.

#### 19. CONFIDENTIALITY/PRIVACY/INFORMATION SECURITY

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

B. To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such

information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Contractor becomes aware of, or should reasonably have been aware of a breach of PII, Contractor shall notify County within two (2) business days.

**20. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County’s own forces.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**NAME HERE /CONTRACTOR:**

\_\_\_\_\_  
Signature Date

**COUNTY OF GLENN:**

By: \_\_\_\_\_ Date  
Christine Zoppi, Director  
Health and Human Services Agency

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alicia Ekland, County Counsel  
County of Glenn, California

Health and Human Services Agency:

- Approved by Deputy Director of Administration \_\_\_\_\_
- Approved by Deputy Director of Social Services \_\_\_\_\_
- Approved by Fiscal Manager \_\_\_\_\_
- Approved by Program Manager \_\_\_\_\_

**Attachment A**  
**VENDOR ASSURANCE OF COMPLIANCE WITH**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: CONTRACTOR NAME HERE

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended ;the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized state and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, state shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor/Recipient Signature