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# NOTICE OF REQUEST FOR PROPOSALS

Glenn County Planning & Community Development Services Agency (PCDSA) is requesting proposals from qualified consultants for preparation of a comprehensive update of the Glenn County General Plan in accordance with the 2017 General Plan Guidelines published by the California Office of Planning and Research, the Glenn County Unified Development Code, and Glenn County code sections related to the abatement of nuisances and violations together with the preparation of all necessary environmental documents for the plan pursuant to the requirements of the California Environmental Quality Act.

Firms interested in making proposals should obtain the detailed Request for Proposals by visiting <http://www.countyofglenn.net/govt/bids> or by contacting:

Glenn County Planning & Community Development Services Agency  
c/o: Donald Rust, Director  
777 N. Colusa Street  
Willows, CA 95988  
Telephone: (530) 934-6540  
FAX: (530) 934-6533  
e-mail: [planning@countyofglenn.net](mailto:planning@countyofglenn.net)

**SEALED PROPOSALS will be received at the above address until 4:00 p.m., Friday, December 14, 2018.** Proposals must be clearly marked **“Glenn County General Plan Update”**.

All proposals and related documents shall be subject to funding made available to PCDSA by the Glenn County Board of Supervisors and any state agency supplying grants. All offerors will be required to certify that they are not on the Comptroller General’s list of ineligible contractors.

Glenn County reserves the right to accept or reject any or all proposals.

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# REQUEST FOR PROPOSAL

## UPDATE OF THE GLENN COUNTY GENERAL PLAN

### I. INTRODUCTION

#### A. INFORMATION

Glenn County Planning & Community Development Services Agency (PCDSA) is requesting proposals from qualified consultants for a comprehensive update of the Glenn County General Plan, Glenn County Unified Development Code (Title 15 of the Glenn County Code), nuisance/violation codes, and the preparation of all necessary environmental documents for the plan and codified updates as required by the California Environmental Quality Act (CEQA). This project will be completed over a three year schedule to facilitate public outreach and work within budgetary constraints.

This Request for Proposal (RFP) is being issued by PCDSA. Unless otherwise directed, all communications regarding this RFP should be submitted in writing to PCDSA staff via e-mail at [planning@countyofglenn.net](mailto:planning@countyofglenn.net).

Any revisions to the RFP will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned persons.

#### B. BACKGROUND

Glenn County is located in the northern central valley of California, approximately 75 miles north of Sacramento. It is comprised of approximately 1,315 square miles and is bounded on the east by Butte County; the north by Tehama County; the west by Mendocino County and Lake County; on the south by Colusa County. The Sacramento River extends along the eastern boundary in a north-south direction. The eastern portion of the County is relatively flat and contains the majority of Glenn County's 28,796 residents. In the western quarter of the county, the landscape rises into the Pacific Coast Range where mountain peaks are in excess of 6,000 feet in elevation. Approximately 27% of lands within Glenn County are government owned.

The cities of Willows and Orland are the two incorporated cities within Glenn County . These cities contain approximately one half of the county population. There are several smaller unincorporated communities throughout the County (Hamilton City, Ord Bend, Artois, Elk Creek, Butte City, Bayliss, Afton, Codora, and Glenn) and other communities in the unincorporated areas surrounding the two cities. The Grindstone Indian Rancheria is located

north of the community of Elk Creek and is the official recognized Tribal government in the County .Interstate 5 and State Highways 162, 45, and 32. These highways form the framework of the surface transportation network in Glenn County. Glenn County has two general aviation airports. One is located on the west side of the City of Willows and the other is located east of the City of Orland. Neither airport supports passenger travel at this time.

Glenn County is a general law county and provides a number of services to its residents including: law enforcement, animal control, code enforcement, building, planning, engineering, landfill/transfer station, parks, road/bridge maintenance, and all related health and human services. Fire protection services are provided by volunteer fire districts, CalFire, and United States Department of Forestry.

A comprehensive revision of the 1993 Glenn County General Plan was completed in June 1993 and covered a 20 year span (1992 -2012). This update contemplated a future population of 47,000 of which a little more than half would reside in the unincorporated county. Amendments to the 1993 General Plan have been completed for required housing element updates, the addition of a Confined Animal Facilities Element, and updates related to zone changes requested on individual properties. Work is currently under way to integrate the recently completed Multi-Jurisdiction Local Hazard Mitigation Plan into the Safety Element of the general plan. An internal staff update to the 1993 General Plan was attempted by internal staff in 2008 but was abandoned due to lack of funding. The Glenn County Board of Supervisors has recently made a three year commitment of funding to complete a comprehensive update to the plan together with a revision of the Unified Development (zoning) code.

## **II. SCOPE OF SERVICES**

### **A. REQUIRED SERVICES OF THE CONSULTANT**

The qualified consultant shall perform all necessary tasks to prepare a comprehensive update of the Glenn County General Plan (GP) and all related environmental documents required by CEQA. The update shall be compliant with the 2017 General Plan Guidelines or most current guidelines published by the California Office of Planning and Research. This project will also include an update to Title 15 of the Glenn County Code along with a revision of all nuisance abate codes. The consultant will be required to coordinate and work county staff as part of the GP update.

#### **1. SCOPE OF WORK**

The scope of work for the GP update shall include, but not be limited to, the following tasks:

- a. Conduct a kick-off meeting with PCDSA staff regarding information transfers, personnel contacts, and GP format. Meeting should accomplish the following:
  - Review and discuss overall format and organization of the GP and all related update products
  - Determine a typical review schedule for work products and a method by which comments will be compiled
  - Establish or confirm roles and responsibilities of County staff and the consultant in preparing the General Plan, Environmental Impact Report, and involvement in public outreach efforts
  - Identify all available GIS mapping data
  - Discuss potential engagement with Board of Supervisor appointed GP Advisory Committee
  - Refine the project schedule
  - Establish monthly status reporting and project status meeting protocols
  - Determine consultation and coordination of the GP update with appropriate governmental agencies
- b. Develop final work program confirming all tasks to be completed, budget, and detailed schedule of the project.
- c. Review the current general plan and determine which portions (if any) may be retained.
- d. Assess current planning boundaries and sphere's influence for consistency with plan vision and goals, including the 2016 Draft Strategic Plan, and develop a Background Report to be presented at a joint work session of the Glenn County Planning Commission and Glenn County Board of Supervisors.
- e. Explore policies and programs that balance the need to adequately and appropriately accommodate development while reducing vehicle miles traveled (VMT).
- f. Consult with the Glenn County Public Works Agency (PWA) on the update of the Circulation Element of the GP to include a complete streets component. Consultant shall work with the PWA Director, Muhammad Qureshi, to determine the scope of any work required for the Circulation Element update. Outreach shall also be made to California Department of Transportation, District 3, representatives.
- g. Conduct a minimum of two joint work sessions with the Glenn County Planning Commission and Glenn County Board of Supervisors to, review drafts of the general plan update, discuss alternatives, discuss the Environmental Impact Report the and review proposed revisions to Title 15 and other portions of the Glenn County code. At least 20 hard copies and one electronic copy in PDF format of all materials to be reviewed shall be provided for distribution to meeting participants and other stakeholders.

- h. Conducting scoping meetings and prepare drafts of all plans or reports for an Environmental Impact Report covering the GP and updates to the Glenn County Code for review by PCDSA staff prior to public release.
- i. Maintain consistency with the Willows General Plan, Orland General Plan, Glenn County Regional Transportation Plan and any other applicable transportation or land use plans.
- j. Make a presentation of draft GP update to the Glenn County Board of Supervisors during a regular public meeting. 10 hard copies and two electronic copies (one Microsoft Word version and one PDF) shall be provided by the consultant for the meeting.
- k. Review all public comments received during public hearings, public workshops, and CEQA review to determine changes required for final environmental documents and the final draft of the GP.
- l. Production of Final GP including land use designation maps and Environmental Impact Report incorporating all revisions, comments, and additional topics identified during the development process. 35 hard copies and an electronic copy of the Final GP in both a Microsoft Word and PDF format shall be provided. Production of the final zoning code shall include 10 hard copies, an editable electronic copy in Word format, and zoning map.
- m. All data generated and/or used during the development of the plan shall be provided to PCDS including all presentation materials (printed or electronic), data produced using Geographic Information Systems such as ArcGIS, and other data formats used to conduct analysis for the GP or Environmental Impact Report.

The consultant will work under the direction of the PCDSA Director who will have final approval authority of all issues in the review process. Proposer shall propose the project scope of work that it feels necessary to satisfactorily complete the project, meet project objectives, and create a practical, useable planning document that will guide development in Glenn County over the next 20 years and beyond.

Glenn County will select one firm from among the proposers, to complete all phases of this project.

**B. RFP/AGREEMENT SCHEDULE**

<u>Date:</u>	<u>Event:</u>
October 31, 2018	PCDS issues RFP
November 16, 2018	Deadline for submitting written questions to PCDS
<b>December 14, 2018</b>	<b><u>Proposals due.</u></b>

<i>December 17 – 21, 2018</i>	<i>Evaluation of proposals, determining which are responsive and fall within a competitive range</i>
<i>January 3 – 9, 2019</i>	<i>Interviews of key personnel of OFFERORS whose proposals are within a competitive range (if required)</i>
<i>January 29, 2019</i>	<i>Contract award at Glenn County Board of Supervisors meeting</i>
<i>February 1, 2019</i>	<i>Notice to Proceed</i>
<i>June 30, 2022</i>	<i>General Plan and code updates adopted by Glenn County Board of Supervisors. Contract ends</i>

Italicized items are tentative dates and are subject to change at the sole discretion of the Glenn County. Glenn County reserves the right to award the contract solely on the basis of proposal content.

### C. QUESTIONS & COMMENTS

Questions and comments may be submitted in writing:

- By mail or delivery service to Glenn County General Plan Update RFP, c/o Donald Rust, Director, P.O. Box 1070, Willows, CA 95988; or,
- Faxed to (530) 934-6533; or,
- E-mail to [planning@countyofglenn.net](mailto:planning@countyofglenn.net).

Written questions and comments must be submitted by 5:00 p.m. on November 16, 2018. A written response to questions received by the deadline will be sent to all parties who have submitted questions, or expressed interest as of November 9, 2018. The written response is expected to be sent by November 28, 2018 as an addendum to this RFP. If an e-mail address or fax number is provided, the addendum will be sent by the preferred method. Otherwise, the addendum will be sent by first class mail and posted on PCDSA website.

### D. RFP ADDENDA

Any changes to the RFP requirements will be made by written addenda by Mardy Thomas, Principal Planner and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Addenda will be mailed (or transmitted by e-mail or fax if provided) to OFFERORS at the address provided by OFFERORS. All addenda shall be signed and attached to the PROPOSAL FORM.

Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

E. VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of Glenn County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

III. REQUIRED SUBMITTAL CONTENT AND FORMAT

Proposals must be received by PCDSA at the location stated in the “NOTICE OF REQUEST FOR PROPOSALS” prior to and **no later than 4:00 p.m., December 14, 2018. Proposals must be delivered to:**

**Glenn County General Plan Update RFP  
c/o Donald Rust, Director  
P.O. Box 1070  
Willows, CA 95988**

**Delivery Telephone: (530) 934-6540**

Glenn County will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to proposer unopened.

Each OFFEROR must submit at least one (1) original signed copy, five (5) duplicate copies and one electronic copy (in Portable Document Format) of the complete proposal in sealed envelope(s) marked “Glenn County General Plan Update” and the name of the OFFEROR.

The following are proposal requirements to which respondents are requested to organize their proposal into sections with tabs corresponding to the listed selections criteria as follows:

A. GENERAL INFORMATION

- Firm name, address, telephone number, fax number, and e-mail.
- Account representative or other person to contact for clarification of any item contained in the proposal. Include telephone, fax number, and e-mail if different from above.
- Specify type of organization (individual, partnership or corporation).

- Personnel of the Proposer's firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person shall be identified.
- Provide information for sureties – General and Automobile Liability, Errors and Omissions, and Worker's Compensation.
- References and Referrals.

#### B. PROPOSED PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which Glenn County should be aware. Indicate clearly, the levels of participation you will expect from PCDSA staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project including development in rural areas.

Consultant shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

- Tasks proposed to be completed to meet project objectives.
- Proposed work products for each task.
- Proposed meetings with staff, operations contractor, etc.
- The time required to initiate and complete each task.
- Allocation of cost by task. Please itemize by task.
- An estimate of the time required from the Notice to Proceed through project completion.
- Milestones for payment
- Samples of graphic layouts representative of those to be included in this project.
- Optional GP elements relevant to a rural county that could be considered as part of the scope of work.
- Any enhancements to statutorily required GP elements (e.g. evaluating land use or the transportation network as it relates to economic development).

Exceptions to the requirements of the RFP should be clearly delineated in this section. In addition, you are invited to include a maximum of three (3) pages of information not requested by this RFP if you feel it may be useful and applicable to this project. The information in this section will aid the Glenn County staff in the refinement of the scope of work during contract negotiations.

### C. STAFF QUALIFICATION AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credential, related experience and their proposed roles for this contract/project. Note: Consultant may not substitute any member of the project team without prior written approval of PCDSA.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. No work may be subcontracted, nor assigned, without prior written approval of PCDSA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide, references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

- Name of project
- Project location
- Brief description (project type, functional components, special design considerations, etc.)
- Name of client
- Client contact person and contact information.
- Your firm's specific involvement (i.e. sub-consultant, project lead, etc.)
- The actual cost vs. cost estimate
- Status of completion

### D. PROPOSED FEE STRUCTURES AND SCHEDULES

**The proposed fee structure and schedule shall be provided under separate, sealed cover as part of the RFP submittal.**

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements for this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how Glenn County will be invoiced for services (i.e. unit or hourly costs). This information should be detailed, itemized, and broken down by type of service and units of work or

other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as Glenn County will not include compensation in the contract for items not addressed.

- Include a total cost to provide service based on the consultants fee schedule and the scope of work outlined in this RFP. This cost will be used as a basis for negotiations. The proposer shall state the total fixed fee(s) to complete the project as described in Exhibit A. The proposed fixed fee shall cover all service and delivery of all documents specified by the proposed scope of work including:
  - All professional services, expenses, insurance, printing, plotting, communications, travel, and profit.
  - Submit itemized hourly fee schedule as a basis for additional services.
- The fee proposal submitted under separate sealed cover, along with the proposed project approach, will be used as a basis for any negotiations. Actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the actual needs of Glenn County.

E. CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with Glenn County or any member of PCDSA staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

F. MAXIMUM PAGE COUNT

In no case shall the page count of the proposal (not including the fee structure and schedule) exceed 35 pages.

G. PROPOSAL HOLDER LIST

To be on the proposal holder list and to be assured of receiving all addendums and Requests for Information responses the following information must be submitted to PCDSA via e-mail at: [planning@countyofglenn.net](mailto:planning@countyofglenn.net). All Requests for Information must also be submitted via e-mail to this address.

You may submit this information in the following format:

Company Name

Mailing Address

Primary Contact

Primary Contact e-mail address

Primary Contact phone number

Addendums and Requests for Information will be sent via e-mail to the primary contact submitted.

#### **IV. CONSULTANT SELECTION PROCEDURE**

Selection of the successful proposal shall be generally based on the information provided by the consultant in response to this RFP and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of Glenn County. The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a list of responsive firms
- Interview firms on the established list (at the discretion of Glenn County)
- Identify best qualified firm
- Determine which, if any, alternates will be selected and negotiate a fee
- Award contract

A project selection committee, if deemed necessary, will be formed to evaluate the proposals and to make a recommendation to the Glenn County Board of Supervisors. This group may consist of representatives of PCDSA staff, members of other Glenn County Departments, and neighboring planning agencies. Composition and creation of this committee, should one be formed, will not be released prior to the time of interviews.

The aforementioned committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview as part of the evaluation process. Glenn County does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

##### **A. CRITERIA**

The selection committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation should PCDSA choose to conduct interviews with firms listed by the selection committee.

<b>Criteria</b>	<b>As Demonstrated By:</b>	<b>Weight of Criteria</b>
<b>Merit of Proposal/Presentation</b>	<ul style="list-style-type: none"> <li>• Proposal, thoroughness and approach;</li> <li>• Demonstrated understanding of project and requirements.</li> <li>• Proposal content/methodology.</li> </ul>	35
<b>Individual/Firm Qualifications and Expertise</b>	<ul style="list-style-type: none"> <li>• Staff qualifications;</li> <li>• Adequacy of staff to perform work.</li> <li>• Understanding of rural planning issues</li> </ul>	25
<b>Record of Past Performance</b>	<ul style="list-style-type: none"> <li>• References;</li> <li>• Ability to work effectively with PCDSA staff or other public agencies and related parties;</li> <li>• Demonstrated ability to complete work tasks within project timelines and project budgets.</li> </ul>	20
<b>Fees</b>	<ul style="list-style-type: none"> <li>• Reasonableness of costs</li> </ul>	20

Prior to the award of contract, the Glenn County must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide service called for under this contract. If, during the evaluation process Glenn County is unable to assure itself of the proposer’s ability to perform under the contract, if awarded, the Glenn County has the option of requesting from the proposer any information that it deems necessary to determine the proposer’s capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

**B. BACKGROUND CHECK**

Glenn County reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to Glenn County, the proposer consents to such an inquiry and agrees to make available to Glenn County such books and records as Glenn County deems necessary to conduct the inquiry.

C. AWARD OF CONTRACT

The successful firm will be required to execute a service agreement with Glenn County. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in Glenn County contracts. The Draft Agreement may be altered from the enclosed form at the discretion of Glenn County and without notice to the consultant prior to award of contract. Glenn County does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

V. GENERAL CONDITIONS

A. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, the Consultant certifies that he or she will comply with all federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing federal funds.

B. PERMITS AND LICENSES

The Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California. In addition, the Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by a federal, state or local governmental agency, pertaining to, and necessary for providing services required in this Request for Proposals.

C. INSURANCE AND INDEMNIFICATION

The successful Consultant shall procure and maintain throughout the term of the agreement a policy or policies of insurance providing coverage as set forth in Paragraph 11 of the attached Draft Agreement. Further, indemnification will be required as outlined in Paragraph 10 of said agreement.

## **VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by Glenn County, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect; the performance of services covered by this solicitation, and is satisfied as to the character, quality and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of PCDSA staff and clarified prior to the submission of proposals.

Should the proposer feel there has been supplemental or oral modification, it shall be their responsibility to verify said modification in writing prior to submission of the proposal. The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

### **A. WITHDRAWAL OF PROPOSALS**

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with PCDSA. The request shall be executed by the proposer or their duly authorized representative. The withdrawal of the proposal does not prejudice the right of the proposer to file a new

proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

#### B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. Glenn County may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. Glenn County reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or conditions claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of Glenn County, such information was intended to mislead Glenn County in its evaluation of the proposal it will be cause for rejection of the proposal.

#### C. EVALUATION OF PROPOSALS

Evaluation and selection of proposal will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals may be evaluated by a Selection Committee. This group may consist of representatives of PCDSA staff, up to two members of the Planning Commission, other Glenn County agencies and planning agencies from neighboring jurisdictions. In connection with its evaluation, the PCDA may, at its option, invite one or more proposers to make oral presentation to the Selection Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the committee can correctly analyze all materials and documentation submitted as part of the proposals.

The award, if made, will be made within 60 days from the proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of the contract that:

1. Proposer is an independent consultant, not an employee, agent, or officer of Glenn County.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should proposer be awarded a contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of Glenn County.
4. Proposer shall indemnify and hold harmless Glenn County, its officers, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where cause by the active negligence, sole negligence, or willful misconduct by Glenn County.
5. Proposer shall hold Glenn County harmless from liability of any nature, including costs and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of Glenn County with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, Glenn County shall have the right to terminate the contract, either in whole or in part. The rights and remedies of Glenn County provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

#### D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

#### E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon Glenn County unless such assignment had prior written approval and consent of Glenn County. In the event Glenn County gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet or transferred.

#### F. RIGHT TO REQUIRE PERFORMANCE

The failure of Glenn County at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of Glenn County thereafter to enforce the same. Nor shall waiver by Glenn County of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and Glenn County, or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with Glenn County.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to Glenn County that no relationship exists between the proposer and any Glenn County employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with Glenn County.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

#### H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Glenn laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, disability, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Glenn County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become property of Glenn County and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after the Glenn County Board of Supervisors has approved award of the contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

Glenn County is not liable for any cost incurred by proposers in responding to this RFP.

## **VII. PROPOSAL FORM CHECKLIST**

ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:

- Any and all Addenda which may have been issued by PCDSA in connection with this RFP.
- Proposal (formatted) 1 original, 5 copies, and one electronic copy in .PDF format
- Proposed Fee Structure and Schedule (separate sealed cover)
- W-9 IRS Tax ID Form

# **DRAFT AGREEMENT**

## **GLENN COUNTY**

### **CONSULTANT SERVICES TO PREPARE A COMPREHENSIVE UPDATE OF THE GLENN COUNTY GENERAL PLAN, UNIFIED DEVELOPMENT CODE, NUISANCE CODES, AND REQUIRED ANALYSIS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

This AGREEMENT for the preparation of a comprehensive update to the Glenn County General Plan, Unified Development Code and Nuisance Codes for the County of Glenn is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 by and between Glenn County Planning & Community Development Services Agency hereinafter referred to as "PCDSA" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

#### **1. RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK**

During the term of this AGREEMENT, CONTRACTOR shall perform all necessary tasks to provide PCDSA with the update to the Glenn County General Plan (GP), Unified Development Code, and Nuisance Codes. The project shall include, but not be limited to updating goals and objectives, conducting analysis and evaluations, recommending alternatives, as well as the preparation of a draft and final GP and executive summary for adoption by Glenn County. The project will require CONTRACTOR to work directly with PCDSA staff and other Glenn County staff.

CONTRACTOR shall perform all tasks, meetings, and meet all deadlines outlined in Exhibit A and as follows:

- A. Conduct a kick-off meeting with PCDSA staff regarding information transfers, personnel contacts, and GP format. Meeting should accomplish the following:
  - Review and discuss overall format and organization of the GP and all related update products
  - Determine a typical review schedule for work products and a method by which comments will be compiled
  - Establish or confirm roles and responsibilities of County staff and the consultant in preparing the General Plan, Environmental Impact Report, and involvement in public outreach efforts
  - Identify all available GIS mapping data
  - Discuss potential engagement with Board of Supervisor appointed GP Advisory Committee
  - Refine the project schedule
  - Establish monthly status reporting and project status meeting protocols

- Determine consultation and coordination of the GP update with appropriate governmental agencies
- B. Develop final work program confirming all tasks to be completed, budget, and detailed schedule of the project.
- C. Review the current general plan and determine which portions (if any) may be retained.
- D. Assess current planning boundaries and sphere's influence for consistency with plan vision and goals, including the 2016 Draft Strategic Plan, and develop a Background Report to be presented at a joint work session of the Glenn County Planning Commission and Glenn County Board of Supervisors.
- E. Explore policies and programs that balance the need to adequately and appropriately accommodate development while reducing vehicle miles traveled (VMT).
- F. Consult with the Glenn County Public Works Agency (PWA) on the update of the Circulation Element of the GP to include a complete streets component. Consultant shall work with the PWA Director, Muhammad Qureshi, to determine the scope of any work required for the Circulation Element update. Outreach shall also be made to California Department of Transportation, District 3, representatives.
- G. Conduct a minimum of two joint work sessions with the Glenn County Planning Commission and Glenn County Board of Supervisors to, review drafts of the general plan update, discuss alternatives, discuss the Environmental Impact Report the and review proposed revisions to Title 15 and other portions of the Glenn County code. At least 20 hard copies and one electronic copy in PDF format of all materials to be reviewed shall be provided for distribution to meeting participants and other stakeholders.
- H. Conducting scoping meetings and prepare drafts of all plans or reports for an Environmental Impact Report covering the GP and updates to the Glenn County Code for review by PCDSA staff prior to public release.
- I. Maintain consistency with the Willows General Plan, Orland General Plan, Glenn County Regional Transportation Plan and any other applicable transportation or land use plans.
- J. Make a presentation of draft GP update to the Glenn County Board of Supervisors during a regular public meeting. 10 hard copies and two electronic copies (one Microsoft Word version and one PDF) shall be provided by the consultant for the meeting.
- K. Review all public comments received during public hearings, public workshops, and CEQA review to determine changes required for final environmental documents and the final draft of the GP.
- L. Production of Final GP including land use designation maps and Environmental Impact Report incorporating all revisions, comments, and additional topics identified during the development process. 35 hard copies and an electronic copy of the Final GP in both a Microsoft Word and PDF format shall be provided. Production of the final zoning code

shall include 10 hard copies, an editable electronic copy in Word format, and zoning map.

- M. All data generated and/or used during the development of the plan shall be provided to PCDS including all presentation materials (printed or electronic), data produced using Geographic Information Systems such as ArcGIS, and other data formats used to conduct analysis for the GP or Environmental Impact Report.

## **2. RESPONSIBILITIES OF PCDSA**

During the term of the AGREEMENT, PCDSA shall provide CONTRACTOR with any existing plans in its possession that pertain to the GP, prepare all agreement documents, work with CONTRACTOR to coordinate with local agencies, provide prompt advice and direction in all matters requiring PCDSA's attention so as not to unreasonably delay the services, assure that charges are within agreed upon compensation for the services performed, and prepare amendments to this agreement as needed.

## **3. COMPENSATION**

Compensation for all work completed by CONTRACTOR will be paid in accordance with the price proposal attached hereto as "Exhibit B". CONTRACTOR shall submit to PCDSA an invoice on a monthly basis for tasks completed in Paragraph 1 together with a statement of services rendered.

## **4. TERM OF AGREEMENT**

This AGREEMENT shall become effective on the date first written above and shall terminate on June 30, 2022. CONTRACTOR shall commence performance under the terms of this AGREEMENT upon notice from Staff of the PCDSA and shall complete the duties described herein on or before December 31, 2022.

## **5. TERMINATION**

PCDSA or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

### 5.1 BASIS FOR TERMINATION:

FOR CONVENIENCE: PCDSA may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, and without cause, by giving CONTRACTOR sixty (60) days written notice thereof.

FOR MATERIAL BREACH: PCDSA may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure

period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the PCDSA may without further notice and without suit or other proceedings cancel this AGREEMENT.

FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of PCDSA terminate this AGREEMENT.

BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

#### 5.2 COMPENSATION UPON TERMINATION:

Should either party terminate this AGREEMENT, compensation to CONTRACTOR shall be limited to amounts accrued to the date of termination as specified under Paragraph 3 – Compensation.

#### 5.3 TRANSITION TO FUTURE CONTRACTOR

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the PCDSA or any future CONTRACTOR selected by PCDSA, CONTRACTOR'S full cooperation in the transition to PCDSA or the successor CONTRACTOR.

### **6. COMPLETE AGREEMENT**

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between PCDSA and CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. PCDSA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of PCDSA's right to such performance by CONTRACTOR.

### **7. PCDSA DESIGNEE**

The DIRECTOR of the PCDSA or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of PCDSA as set forth in the herein AGREEMENT, subsequent to the authorization by the Glenn County Board of Supervisors.

## **8. CHANGES IN SCOPE OF WORK**

It is understood and agreed by PCDSA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope. In each such instance, PCDSA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - GP AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

## **9. INDEPENDENT CONTRACTOR**

CONTRACTOR'S relationship to PCDSA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of PCDSA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of PCDSA.

## **10. INDEMNIFICATION**

CONTRACTOR agrees to indemnify, including the cost to defend, Glenn County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of Glenn County; and does not apply to any passive negligence of Glenn County unless caused at least in part by CONTRACTOR.

## **11. INSURANCE; BONDS; PERFORMANCE GUARANTEE**

### 11.1 INSURANCE

CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees at least as broad as:

11.1.1 WORKER'S COMPENSATION insurance 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. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this AGREEMENT.

11.1.2 COMPREHENSIVE GENERAL LIABILITY (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damages, bodily injury and personal & advertising injury with limits no less than \$1,000,000 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.

11.1.3 AUTOMOBILE LIABILITY: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.4 PROFESSIONAL LIABILITY (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

11.1.5 ALL INSURANCE shall contain, or shall be endorsed to contain the following provisions:

A. ADDITIONAL INSURED STATUS

Glenn County, its officers, 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 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 CONTRACTOR's insurance (at least as broad as ISO Form CG

20 10 1185 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### B. PRIMARY COVERAGE

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

#### C. NOTICE OF CANCELLATION

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to PCDS

#### D. WAIVER OF SUBROGATION

CONTRACTOR hereby grants to Glenn County a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against Glenn 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 Glenn County has received a waiver of subrogation endorsement form the insurer.

#### E. SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by PCDSA. PCDSA may require CONTRACTOR to 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 Glenn County.

#### F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less that A:VII, unless otherwise acceptable to PCDSA.

## G. CLAIMS MADE POLICIES

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

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contracted 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

## H. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish PCDSA 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 PCDSA 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. PCDSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## I. SUBCONTRACTORS

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the insurance required stated herein, and CONTRACTOR shall ensure that Glenn County is an additional insured on insurance required from subcontractors.

## J. SPECIAL RISKS OR CIRCUMSTANCES

Glenn 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.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. Glenn County, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

## **12. ADMINISTRATION**

### 12.1 CONTROL

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of Glenn County. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 5 - Changes in Scope of Work herein.

Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

### 12.2 FORCE MAJEURE:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

## **13. GENERAL PROVISIONS**

### 13.1 CONFLICT OF INTEREST

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

### 13.2 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

### 13.3 RECOVERED MATERIALS

CONTRACTOR agrees to with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### 13.4 AUDIT; RETENTION OF RECORDS

CONTRACTOR shall allow the authorized representatives of GCTC, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for five years after final payment under this AGREEMENT and until all other pending matters are closed.

### 13.5 FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### 13.6 NO OBLIGATION BY THE FEDERAL GOVERNMENT TO THIRD PARTIES

(1) PCDSA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the GCTC, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 13.7 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being

performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 13.8 SUSPENSION AND DEBARMENT

This AGREEMENT is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, which is attached hereto and made a part of this Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by Glenn County. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Glenn County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 13.9 FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### 13.10 ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### 13.11 CIVIL RIGHTS

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws

at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### 13.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

### 13.13 COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between Glenn County and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of Glenn County if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections.

13.14 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

13.15 HEADINGS:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

13.16 SALE OR TRANSFER

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the PCDSA to such sale, assignment, or transfer. In the event of any violation of this Section, PCDSA may immediately terminate this AGREEMENT.

13.17 BINDING

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

13.18 NOTICE

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

County of Glenn:

CONTRACTOR:

Glenn County Planning & Community  
Development Services  
c/o Donald Rust, Director  
P.O. Box 1070  
Willows, CA 95988

**14. AVAILABILITY OF FUNDS**

This project is funded through the use of monies allocated to PCDS from the adopted Glenn County Budget. PCDS's obligation under this contract is contingent upon the availability of this funding from which payment for contract purposes can be made. No legal liability on the part of PCDS for any payment may arise until funds are made available by the Glenn County Board of Supervisors and until CONTRACTOR receives notice of such availability to be confirmed in writing by the individual authorized in accordance with Paragraph 7-PCDSA Designee.

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed on the day and year first above written.

GLENN COUNTY

CONTRACTOR

By \_\_\_\_\_  
Chair, Glenn County  
Board of Supervisors

By \_\_\_\_\_  
Authorized Official

WITNESSED:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

By: \_\_\_\_\_  
Di Aulabaugh, Clerk of the Board

Approved as to Form: \_\_\_\_\_  
Alicia Ekland, Glenn County Counsel

# **Exhibit A**

## **Contractor Proposal**

# **Exhibit B**

## **Contractor Price Proposal**

**Exhibit C**

**Approved Amendments –**

**GCTC Agreement**