

GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY  
REQUEST FOR QUALIFICATIONS  
*ASSESSMENT ENGINEERING AND PROFESSIONAL BENEFIT ASSESSMENT AND  
SPECIAL TAXES ADMINISTRATION SERVICES*

Proposal No. 2018-03



**SUBMIT QUALIFICATIONS TO:**  
Glenn County Health and Human Services Agency  
Attn: Craig Bentley, Staff Services Specialist  
P.O. Box 611 / 420 E. Laurel Street  
Willows, CA 95988

ISSUED:  
February 26, 2018

SUBMISSIONS DUE:  
March 26, 2018  
No later than 4 PM (PST)

For additional information, contact:  
Craig Bentley: (530) 934-1490  
[admin@countyofglenn.net](mailto:admin@countyofglenn.net)

**Glenn County**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**ASSESSMENT ENGINEERING AND**  
**PROFESSIONAL BENEFIT**  
**ASSESSMENT AND SPECIAL TAXES**  
**ADMINISTRATION SERVICES**

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**ATTACHMENTS**

Attachment I – Qualifications Rating Form

Attachment II – Sample Contract

**A. CONTACT INFORMATION**

Interested firms should submit three (3) copies and one (1) electronic version, either PDF or Word format, of the Statement of Qualifications (SOQ) no later than 4 p.m. on Monday, March 26, 2018.

County of Glenn  
Health and Human Services Agency  
Attention: Craig Bentley, Staff Services Specialist  
420 E. Laurel Street  
Willows, CA 95988

Or if by U.S. Mail, to:  
County of Glenn  
Health and Human Services Agency  
Attention: Craig Bentley, Staff Services Specialist  
P. O. Box 611  
Willows, CA 95988

The Statement of Qualifications (SOQ) should be in the format identified herein. Any questions regarding this Request for Qualifications shall be directed to Craig Bentley at the Health and Human Services Agency via phone at (530) 934-1490, or via email at [admin@countyofglenn.net](mailto:admin@countyofglenn.net)

**To be on the document holder list and to be assured of receiving all addenda and Requests for Information (RFIs) responses, the following information must be submitted to Glenn County via email at: [admin@countyofglenn.net](mailto:admin@countyofglenn.net).**

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Primary Contact Name: \_\_\_\_\_  
Primary Contact Email Address: \_\_\_\_\_  
Primary Contact Phone Number: \_\_\_\_\_

Addenda and RFI responses will be sent via email only to the primary contact submitted above. Responses will also be posted on the following: <http://www.countyofglenn.net/govt/bids>

## **B. GENERAL INFORMATION**

### **Purpose**

This Request for Qualifications (RFQ) is being issued to interested parties who wish to be considered for selection to provide services to Glenn County to support the continued justification and collection of its existing benefit assessment and special tax for the Glenn County Valley-Wide Mosquito Abatement Assessment District. The County is looking for a highly qualified assessment engineer and tax consultant to provide these services.

Interested consultants are invited to submit a Statement of Qualifications (SOQ) to demonstrate their qualifications to perform these services. All qualifications shall be submitted in accordance with the format and information listed in Section F, Statement of Qualifications – Submittal Requirements.

The issuance of this RFQ shall not be interpreted as, and does not constitute, a representation by Glenn County that any specific consultant or consultants will be retained to perform any of the services described herein, and a consultant shall not acquire any right or entitlement to be retained for such purpose by virtue of submitting a SOQ in response to this RFQ.

### **Selection Process**

The consultant will be selected based on qualifications, experience related to similar services performed, adequacy of past work performance, and timely economical delivery of finished products. It is planned that an interview selection committee, appointed by the Health and Human Services Agency, will evaluate each of the top three proposals separately. Consultants will be rated according to the attached County of Glenn Qualifications Rating Form (Attachment I). Interviews may be held at the discretion of the selection committee.

The following factors may be considered for consultant selection. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

1. Compliance with RFQ requirements
2. Professional qualifications and relevant experience
3. Record of successfully performing similar services
4. Knowledge of the assessment engineering and professional benefit assessment
5. Experience working on similar projects
6. Work experience as it relates to communities with similar issues and characteristics
7. Adequacy and resourcefulness of the statement of qualifications
8. Total time allocated to project tasks
9. Other factors that may be determined by the County to be necessary or appropriate in its discretion

This RFQ does not commit the County to award a contract or to pay any costs incurred for any services. The County, at its sole discretion, reserves the right to accept or reject any or all proposals received because of this RFQ, to negotiate with any qualified source, or to cancel this RFQ in part or in its entirety.

The County will negotiate for a contract with the firm receiving the highest rating following initial

selection. Selection for contract negotiations shall not imply acceptance by the County of all terms of the response, which may be subject to further negotiation and approvals before the County may be legally bound thereby. If such negotiations are not successful, negotiations may then be entered into, at County's sole discretion, with the firm receiving the next highest rating.

An interview selection committee selected by the Glenn County Health and Human Services Agency is planned to select the consultant. The consultant should be available to begin work upon selection. Evaluation factors for the consultant teams are listed in Attachment I.

The selected consultant team shall have the appropriate resources to perform work as outlined in the draft Scope of Services, including, but not limited to, availability to provide services on short notice.

### **Contract Requirements**

The top ranked consultant will receive written notification of the selection. Negotiations for contract agreement and payment will commence after notification. The final contract will need to be approved by County of Glenn's County Counsel and the authorized representative will need to sign the contract. A sample agreement has been attached to this RFQ for your reference (Attachment II). Certain terms of the County's Contract are subject to negotiation and completion once the successful consultant is selected. The consultant needs to advise the County of Glenn in the SOQ of any provisions for which they require alternative wording or any provisions which they cannot accept. The County may, at its sole discretion, modify a term that is otherwise not subject to negotiation.

### **Service Period**

The period during which the consultant services described herein will be performed are expected to extend from approximately May 2018 to approximately June 2021.

## **C. BACKGROUND INFORMATION**

The Glenn County Valley-Wide Mosquito Abatement Assessment District was created by the Board of Supervisors in 2007. During that time, Glenn County had the highest West Nile Virus human infection rate per capita in all of California. Without a dedicated revenue source, the County was using emergency state grants and local revenue to protect citizens. To create an adequate response and a dedicated revenue stream, the district was adopted by the voters in accordance with the California Constitution and state law. In 2007, 61% of the property owners within the boundaries of the district approved the program with a 36% ballot return rate. Annually, the Board of Supervisors follows a process to adopt and levy the assessment on properties within the district.

## **D. SCHEDULE**

| Event   | Date                                 |
|---|--------------------------------------|
| Issuance of RFQ   | <b>February 26, 2018</b>             |
| Deadline for submission of written questions                    | <b>March 12, 2018</b>                |
| Questions and answers posted                                    | <b>March 19, 2018</b>                |
| Statement of Qualifications due                                 | <b>March 26, 2018</b>                |
| Interview/Negotiations (if needed)                              | <b>April 2 through April 6, 2018</b> |
| Recommendation to Glenn County Board of Supervisors (tentative) | <b>April 17, 2018</b>                |
| Contract Start Date   | <b>May 1, 2018</b>                   |
| Contract End Date   | <b>June 30, 2021</b>                 |

All dates are subject to change at the discretion of the County. It is important that the consultant team(s) selected be able to respond quickly during contract negotiations and initiate work as soon as possible after full execution of the contract(s).

## **E. PROPOSED SCOPE OF SERVICES**

The following is provided merely as an example of the type of work likely to be performed by the selected consultant team. **The final scope of services will be developed by the consultant selected on the basis of this SOQ process, and will meet with Glenn County staff to identify the specific tasks and schedule to be included in the final scope of services.** The following is a representative list of services to be provided by the consultant team(s):

### **Assessment Engineering Services**

1. Coordinate with the County, as required to establish timelines, deliverables, etc.
2. Assist with the preparation of budgets and cost estimates for the assessments and services to be funded.
3. Research parcel attributes and parcel ownership information, to appropriately calculate and assign the benefit assessments to each parcel for each year.
4. Prepare an updated assessment diagram and maps as needed.
5. Prepare an updated benefit analysis, cost estimates method of apportionment and other assessment engineering elements for the Engineer's Report.
6. Review the cost estimates, benefit analysis and assessment engineering analysis with the County prior to finalizing the preliminary Engineer's Report.
7. Prepare the Proposition 218-compliant Engineer's Report, and supporting resolutions, in accordance with applicable special assessment laws and requirements.
8. Review the Engineer's Report with legal counsel and the County to ensure Proposition 218 and legal compliance.
9. Prepare resolutions for the preliminary approval of engineer's report, confirmation of assessment levies and other resolutions as required.
10. Prepare and publish a notice of public hearing for the continuation of the assessments.
11. Attend the public meeting for the review of the preliminary Engineer's Report and the public hearing for the continuation of the assessments.

12. Communicate and coordinate with the County Assessor's Office, County Auditor and other parties as needed.
13. Submit the final assessment levies separately for inclusion on the upcoming fiscal year tax roll.
14. Confirm the final assessments prior to the issuance of tax bills.
15. Directly respond to property owner inquiries regarding the assessments throughout the fiscal year.
16. Provide periodic reports to the County regarding the assessments and the assessment collections.

### **Special Tax Reporting**

17. Coordinate with the County, as required to establish timelines, deliverables, etc.
18. Assist with the planning, property research and assistance with preparation of improvement/service plans and budgets.
19. Acquire and analyze current property data from the County Assessor, other real property information vendors and title companies, and perform comparison of the Assessor data with other property data sources and data accuracy validation services.
20. Calculate special tax revenues and individual parcel taxes with custom, hands-on identification of all parcels within district boundaries and determine the updated and current property characteristics for each parcel within district boundaries.
21. Calculate special tax revenues and individual parcel taxes by using advanced Geographical Information Systems and parcel layers to confirm that all parcels are included within the special tax levy rolls.
22. Calculate special tax revenues and individual parcel taxes through comprehensive research and confirm all levies on a parcel-by-parcel basis.
23. Participate in periodic meetings and conferences with County staff to review findings, property base, budgets, and other relevant items.
24. Prepare the annual Special Tax Report for the County's special tax and supporting resolutions. This report should meet all legal requirements and provide continued justification for the levy, budgets for levy expenditures by expenditure type, and specific levies for each parcel.
25. Submit the final special tax levies separately for inclusion on the upcoming fiscal year tax roll.
26. Confirm the final special taxes prior to the issuance of tax bills.
27. Directly respond to property owner inquiries regarding the special taxes throughout the fiscal year.
28. Provide periodic reports to the County regarding the special taxes and the special tax collections.

The firm that is selected must be technically and professionally capable of providing the services and must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract.

## **E. STATEMENT OF QUALIFICATIONS – SUBMITTAL REQUIREMENTS**

|                          |   |
|--------------------------|---|
| Due Date                 | <b>Monday, March 26, 2018</b>   |
| Required Copies          | SOQ: Three (3) hard copies (one with an original signature) and one (1) electronic version, either in PDF or Word format  |
| Submit To                | County of Glenn<br>Health & Human Services Agency<br>Attention: Craig Bentley, Staff Services Specialist<br>420 E. Laurel Street, Willows, CA 95988<br><br><b>or if by U.S. Mail to:</b><br>County of Glenn<br>Health & Human Services Agency<br>Attention: Craig Bentley, Staff Services Specialist<br>P.O. Box 611<br>Willows, CA 95988 |
| Submittal Identification | The submittal package shall be clearly marked “For the Glenn County Health and Human Services Agency”.  |

These guidelines are provided for standardizing the preparation and submission of SOQs by all consultants for professional services. The intent of these guidelines is to assist consultants in the preparation of their SOQs, to simplify the review process by the County of Glenn, and to provide standards for the evaluation of SOQs.

SOQs to be submitted shall be a maximum of thirty (30) single-sided or fifteen (15) double-sided bound pages, including the introductory letter and resumes. Paper size shall be Letter (8.5” x 11”) and a font size of 12 shall be utilized. Exhibits required to be submitted with the SOQs do not count towards the page count. Drawings sized 11” x 17” are allowed and excluded from the page count, provided they are folded to 8.5” x 11” size and are included in the bound SOQ.

SOQs will contain the following information in the order listed:

### **1. Introductory Letter:**

The Introductory (or transmittal) letter shall be addressed to:

Craig Bentley, Staff Services Specialist  
Glenn County Health & Human Services Agency  
420 E. Laurel Street  
Willows, CA 95988

The letter will include the consultant’s primary contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the consultant’s understanding of the project and any other pertinent information the consultant believes should be included.

The letter should also indicate any conflicts or non-acceptability of the terms and conditions of the contract agreement enclosed herein. Proposed deviations and modifications to the contract agreement should be noted and supporting reasons provided.

Changes to the agreement will not be considered by the County of Glenn once consultant selection has been completed.

**2. Office Location Where Work will be performed:**

Include the office(s) where work will be conducted by the consultant.

**3. Qualifications and Experience:**

In this section, the SOQ must include the size of the organization, the length of time in business, and the availability of sufficient personnel to complete the project within the time required. Provide a brief summary of the qualifications/experience of key personnel proposed for the project team and their availability. Describe the responsibilities of the staff and extent of involvement with the project. Any changes in key personnel after the award of contract must be requested in writing and approved by the County of Glenn before the changes are made. References are to be listed, including banks, and references will be contacted as part of the selection process.

The SOQ must clearly describe the consultant's ability for undertaking and performing the scope of work and provide a description of the consultant's experience in the municipal (government or Mosquito/Vector Control) environment, including, if possible, client names and work descriptions.

The SOQ must include the qualifications of the proposer's assigned primary consultant and other personnel assigned to the project, including listing any professional affiliations, licensures, and certifications that are pertinent to the work. For example, the assessments required under this project must be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California. The SOQ must provide a list of projects of similar work performed by the proposed project team. These projects must illustrate the quality and past performances of the project team. A discussion of challenges faced, and solutions developed by the team, is recommended. Contact names and current telephone numbers are to be provided for each referenced project. The projects listed should include the names of staff and other team members involved in the work. If available, examples of similar, relevant work cited may be submitted on a CD or USB flash drive, or web links may be provided to online sources.

Supportive information and references in support of the consultant's qualifications may include graphs, organizational charts, photographs, one page resumes, etc., and is at the consultant's discretion. Consultant shall provide a disclosure stating any conflicts of interest. These may include any actual, apparent, direct, or potential conflicts of interest that may exist with respect to the firm, employees, or other persons relative to the provided service

The consultant is reminded that the SOQ must be specific and concise.

**4. Work Plan and Project Schedule:**

The SOQ will address the services listed in this RFQ and other services which the consultant believes are applicable to the project.

The SOQ will include a work plan which clearly identifies the tasks, bench marks and time

required for each segment and phase of the work including a description of key activities and deliverables.

**5. State Requirements:**

The County's expectation is that the consultant can administer this project in compliance with all of the applicable standards for State projects.

**6. Supporting Information:**

The consultant may include resumes, brochures, and other supporting information in this section.

**7. Fee Proposal:**

The consultant will provide a **separate, individually sealed** fee proposal with an estimated budget for each of the tasks included in the Proposed Scope of Services, Section E. Each task budget will include labor and expenses. Labor budgets will be computed by multiplying the planned labor hours by the billing rates of each staff member or labor classification. The fee proposal shall depict the tasks in the left column and each of the labor classifications, rates and expenses in the top row. Total task budgets and the total fee shall be shown in the right column. The contract cost proposal **must** identify all key employees and/or classifications. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be disallowed at County's sole discretion.

**G. CONSULTANT CONTRACT AND INSURANCE REQUIREMENTS**

The selected consultant(s) will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability for this project. For further information regarding Insurance Requirements, please refer to the sample contract, Attachment II.

Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that Glenn County, their officials, employees, and volunteers shall be covered as additional insureds.

**H. CONSULTANT SELECTION PROCESS**

After the period has closed for receipt of SOQs, each SOQ will be opened and examined to determine compliance with the requirements specified in the Request for Qualifications (RFQ). Any proposal that does not meet the format requirements will be eliminated from competition and returned to the consultant. The County of Glenn may reject any SOQ if it is conditional, incomplete, or contains irregularities. The County of Glenn may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the consultant from full compliance with the contract requirements if awarded the contract.

The selection panel will review each SOQ that meets the format requirements. Panel members will individually evaluate each SOQ in accordance with the evaluation criteria shown herein.

The panel members will meet to tally and average scores for each SOQ, then the SOQs will be ranked based on the scores. Based on the rankings, the County of Glenn will establish a short-list and may, in its sole discretion, interview the top firms on this list. If interviews are conducted, a Final Ranking will be developed based on the interviews.

The County of Glenn requires a sealed Fee Proposal from all consultants and will enter into negotiations with the top ranked consultant. If agreement on a final Fee Proposal is reached with the County of Glenn reviewers, the top ranked firm will be recommended for award subject to approval by the Board of Supervisors. If agreement cannot be reached with the top ranked firm, the County of Glenn will close negotiations and enter into negotiations with the second ranked firm.

The successful consultant will be subject to verification of non-fraud and for listing on the debarred contractors/consultants list per federal funding requirements.

This Request for Qualifications does not commit the County of Glenn to award a contract, to pay any costs incurred in the preparation of an SOQ for this request, or to procure or contract for services. The County of Glenn reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Qualifications if it is in the best interest of the County of Glenn to do so.

All products used or developed in the execution of any contract resulting from this Request for Qualifications will remain in the public domain at the completion of the contract.

Upon approval of the selected consultant by County of Glenn and agreement of a mutually acceptable price, a written Agreement will be prepared, executed by the consultant, and reviewed by the County of Glenn for approval and execution. The consultant will begin work immediately upon receipt of a fully-executed contract from the County of Glenn.

Any SOQ received may be withdrawn or modified by written request of the submitter. To be considered, however, the modified SOQs must be received prior to the specified deadline. SOQs received after the time and date specified above will not be considered and will be returned to the submitter.

Unsigned SOQs or SOQs signed by an individual not authorized to bind the prospective consultant will be rejected.

## **I. METHOD OF PAYMENT**

Contract payments will be made on the basis of satisfactory performance by the consultant as determined by the County. Final payment to the consultant will only be made when the County finds that the work performed by the consultant is satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

### **Actual Cost-Plus-Fixed Fee**

Include with the proposal, in a SEPARATE, SEALED ENVELOPE, your fee. The fee proposal

must separate the project into functional tasks and provide the associated costs not to exceed amount) that define the work to be accomplished. The proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the County before they incur work on the contract or the costs can be disallowed.

## **J. AUDIT AND REVIEW PROCESS**

State and federal requirements, as well as specific contract requirements, serve as the standards for audits and reviews performed. The local agencies, consultants, and sub-consultants are responsible for complying with state, federal and specific contract requirements. The County reserves the right to audit any contract. Applicable standards include, but are not limited to:

- Project Program Supplemental Agreements;
- Proposed contract terms and conditions.

## **K. DISPUTE RESOLUTION**

Should any Consultant dispute the County of Glenn's determinations and findings during the RFQ process, such consultant shall give the County of Glenn written notice of the matter in dispute within five (5) days of the issuance of determination. The consultant shall thereafter, within ten (10) days of the County of Glenn's decision or determination in dispute, provide the County of Glenn with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the consultant disputes the County of Glenn's determination or decision and submit all documentary evidence relied on by the consultant. The Statement of Dispute must meet the following conditions and requirements:

1. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.
2. The Statement of Dispute must refer to the specific portions of the RFQ which form the basis for the protest, and all documentary evidence relied upon.
3. The Statement of Dispute must include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other consultants, who shall have seven (7) calendar days to respond to the Statement of Dispute.
5. The Statement of Dispute must be submitted to the Glenn County Health & Human Services Agency, Attn: Craig Bentley, P.O. Box 611 Willows, CA 95988. The County of Glenn will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, and may request consultant to produce further evidence as the County of Glenn deems material to a decision on the issue, after which time, the County of Glenn will issue a determination which shall be final. The procedure and time limits

set forth in this paragraph are mandatory and are the consultant's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the County of Glenn's decisions and determinations made during the RFQ process.

#### **L. RETENTION OF RESPONSES/PUBLIC RECORDS**

All correspondence with the County, including material submitted in response to this RFQ shall become the property of Glenn County, may be reviewed and evaluated as part of this RFQ process by any persons at the discretion of Glenn County, and will become public records under the California Public Records Act (CA Government Code §6250, et seq.). As such, all documents that you send to the County will be subject to be 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 announcing a recommendation for award. After the announcement of a recommended award, all proposals received in response to this RFQ will be subject to public disclosure. If you believe that there are portions of your SOQ exempt from disclosure under the Public Records Act, you 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 Responder to the RFQ 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. By submitting a response, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify the County of Glenn, its elected officials, officers, employees, agents and volunteers from all damages, claims for damages, costs, or expenses, whether in law or equity, that may at any time arise for not disclosing a business or trade secret pursuant to the California Public Records Act.

#### **M. ADDITIONAL INFORMATION**

Glenn County reserves the right to reject any and all SOQs. The County of Glenn is an equal opportunity employer (EOE) and Disadvantaged Business Enterprises (DBEs) are encouraged to participate.

For additional SOQ submittal, please contact Craig Bentley at (530) 934-1490.

# ATTACHMENT I

## STATEMENT OF QUALIFICATIONS RATING FORM

Assessment Engineering, Professional Benefit Assessment & Special Taxes Administration Services

Proposer: \_\_\_\_\_  
Selection Committee Member: \_\_\_\_\_  
Date of Review: \_\_\_\_\_

- History of successfully providing similar assessment engineering and professional benefit assessments, managing other contracts with public or private agencies, and evidence of satisfactory accounting and record-keeping.  $\frac{\quad}{\text{Score}} \times \frac{0.25}{\text{Weight}} = \frac{\quad}{\text{Rating}}$
- Demonstrates knowledge of the local area, attributes of at-risk parcels, and mosquito-abatement challenges particular to Glenn County and the local area.  $\frac{\quad}{\text{Score}} \times \frac{0.25}{\text{Weight}} = \frac{\quad}{\text{Rating}}$
- Demonstrates an understanding of the scope of the project and a clear work plan identifying tasks, benchmarks and time required, as well as descriptions of key activities and deliverables.  $\frac{\quad}{\text{Score}} \times \frac{0.25}{\text{Weight}} = \frac{\quad}{\text{Rating}}$
- Qualifications, experience, and sufficient staffing of proposed management and personnel to provide high-quality deliverables and cost-efficient service.  $\frac{\quad}{\text{Score}} \times \frac{0.25}{\text{Weight}} = \frac{\quad}{\text{Rating}}$

Total Points = \_\_\_\_\_

Please evaluate the Qualifications using the following cumulative point system (maximum of 5.00 points):

|                                |   |   |
|--------------------------------|---|---|
| Scoring                        |   |   |
| Outstanding                    | = | 5 |
| Very Good                      | = | 4 |
| Good                           | = | 3 |
| Average                        | = | 2 |
| Poor                           | = | 1 |
| Not Addressed/<br>Unacceptable | = | 0 |

Additional review factors include:

- References
- Interviews – If the Selection Committee determines to include interviews in the selection process

**AGREEMENT BETWEEN THE COUNTY OF GLENN, THROUGH ITS  
HEALTH AND HUMAN SERVICES AGENCY, AND  
CONTRACTOR NAME HERE  
FISCAL YEAR 2017-2018**

This agreement is entered into by and between the County of Glenn, through its Health and Human Services Agency ("County"/"HHS"), and CONTRACTOR NAME ("Contractor") for the purpose of ENTER INFO HERE.

**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) during the fiscal year July 1, 2017, through June 30, 2018. 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 an itemized invoice to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, within 15 days after completion of the services described in Paragraph 1. The final invoice must be received no later than July 10, 2018.

**5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2017, and shall terminate on June 30, 2018. 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<br>Glenn County Health and Human Services Agency<br>P.O. Box 611<br>Willows, CA 95988<br>Phone: (530) 934-1439<br>Fax: (530) 934-6521<br>Email: <a href="mailto:admin@countyofglenn.net">admin@countyofglenn.net</a> |
|---------------|---|

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**

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.

SIGNATURES APPEAR ON FOLLOWING PAGE

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, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY  
APPROVED AS TO CONTENT AND FUND AVAILABILITY:**

\_\_\_\_\_  
Christine Zoppi, Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

- Approved by Deputy Director Admin \_\_\_\_\_
- Approved by Deputy Director of Program \_\_\_\_\_
- Approved by Fiscal Manager \_\_\_\_\_
- Approved by Program Manager \_\_\_\_\_