

NOTICE TO BIDDERS
GLENN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

LEGAL COUNSEL
FOR CHILD SUPPORT SERVICES
Request for Proposal No. 2019-01



Proposals must be received no later than 3:00 P.M. April 1, 2019

County of Glenn
Department of Child Support Services
Dawn Mayer, Director
120 S. Marshall Ave.
Willows, CA 95988
530-934-6300

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**REQUEST FOR PROPOSAL
GLENN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
FOR LEGAL REPRESENTATION IN CHILD SUPPORT PROCEEDINGS**

1. PURPOSE

The purpose of this Request for Proposal (proposal) is to solicit and award a multi-year contract to a service provider for up to 8 hours per week, high quality, cost-effective legal representation of the Glenn County Department of Child Support Services (DCSS) in Child Support proceedings. This proposal is the means for prospective service providers to submit their qualifications and request selection as a service provider.

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

- Sole practitioners;
- General partnerships;
- Government agencies;
- Non-profit organizations;
- Private firms; and
- Any combination of the above.

2. BACKGROUND INFORMATION

Glenn County's Department of Child Support Services office is in Willows, CA. We are currently managing a total of 1,672 cases. We have approximately 15 cases on the Glenn County Superior Court calendar each week. Currently, our court cases are scheduled for Thursdays at 2:00 pm. Most of our cases are heard in our South branch of the Glenn County Superior Court – in Willows, CA. On occasion, we will make an appearance in the North Branch of the Glenn County Superior Court located in Orland, CA.

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DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service providers during the period of July 1, 2019, through June 30, 2022. The Scope of Services for the DCSS is included within the Attachment 1 – Proposed Agreement.

3. PROPOSAL PROCESS

a) Period of Offer:

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

b) Bidders' Questions:

Questions regarding the proposal should be submitted in writing or emailed by March 10, 2019, at 3:00 P.M. Questions will not be accepted by telephone, facsimile (FAX), or orally, the DCSS reserves the right to decline a response to any question if, in the DCSS's assessment, the information cannot be obtained and shared with all potential bidders in a timely manner. The DCSS will post responses to questions to all bidders by March 15, 2019, on the County of Glenn website. Questions should be addressed to:

Glenn County Dept. of Child Support Services
Dawn Mayer, Director
120 S. Marshall Ave.
Willows, CA 95988
or emailed to: **DCSSGlennCounty@dcss.ca.gov**

A summary of the questions submitted, including responses deemed relevant and appropriate by the DCSS, will be provided to all potential bidders.

c) Submission of Proposals:

Proposals must be received no later than 3:00 P.M., April 1, 2019.

Proposals received after the 3:00 P.M. deadline shall not be considered. Reliance on the United States Postal Service will not excuse late proposals. Proposals must be signed by a duly authorized officer of the bidding organization, delivered along with all required documents, and plainly marked as follows:

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Glenn County Department of Child Support Services
Dawn Mayer, Director
120 S. Marshall Ave.
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All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the DCSS that the late receipt was due solely to mishandling by the DCSS after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above, shall be the time of receipt at the DCSS as determined by the date stamp of the DCSS on the proposal wrapper or other evidence of receipt maintained by the DCSS.

All costs of the proposal preparation shall be the responsibility of the Proposer.

All materials submitted in response to the proposal become the property of the DCSS and may be returned only at the DCSS's option and the bidder's expense.

The original and three (3) copies of the proposal package must be completed and submitted as outlined above.

Bidders must be aware that the submission of a proposal in response to this proposal shall create a contractual liability to perform according to the enclosed contract if the proposal is accepted by the DCSS for the award of the contract.

Bidders will be required to conform to all applicable provisions of law and regulations.

d) Proposal Review and Evaluation Criteria

The DCSS Director, selected County staff and selected interested professionals will evaluate the proposals to determine a bidder's responsibility and responsiveness.

A responsible bidder is one whose proposal substantially complies with all requirements of the proposal.

A responsible bidder is one who:

- Possesses the competency, experience and education required to effectively perform the duties as enumerated in the Agreement, attached as Attachment 1.

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- Has the ability to begin handling the caseload for the DCSS by the Award Date or shortly thereafter, taking into consideration available expertise and any business commitments, and
- Has a valid active license to practice law in the State of California and no record of unsatisfactory performance, lack of integrity, or poor business ethics, and
- Is otherwise qualified and eligible to receive an award under applicable statutes and regulations, and
- Has the experience of successfully performing similar services with focus in family law proceedings
- Has articulated a comprehensible approach to completing the required work, and
- Has acceptable references.

Any proposal may be declared irregular and not considered for award of the contract if it is conditional, incomplete, or not responsive to the proposal, or contains any alteration of form or irregularity that would prevent it from being compared to other proposals.

The DCSS reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the bidding requirements if awarded the contract.

The DCSS reserves the right to reject any and all proposals, and to cancel the procurement process. The justification supporting the reason for any type of rejection shall be submitted to the bidder(s) in writing.

After review of all proposals and a recommendation for award of contract is made, all bidders shall be notified in writing of the recommendation.

Given that the expertise required for this proposal is highly specialized, the DCSS reserves the right to negotiate a contract with the successful bidder including to further negotiate the proposed scope of work, method of delivery and amount of compensation.

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e) Contract Award:

The contract award will not be based solely on price, but a combination of factors determined to be in the best interest of the DCSS submitted by a responsive, responsible, and qualified bidder approved by DCSS.

The contract shall not take effect until 12:01 AM on July 1, 2019, once approved by the Board of Supervisors.

Payment for services under any contract resulting from this proposal is dependent upon the availability of County, State, and Federal funding.

f) Protests:

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

Protests shall be in writing and shall be addressed to:

Glenn County Dept. of Child Support Services
Dawn Mayer, Director
120 S. Marshall Ave.
Willows, CA 95988
or emailed to: DCSSGlennCounty@dcss.ca.gov

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The DCSS shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

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4. TIMELINE FOR THIS PROPOSAL

DCSS has developed the following list of key events related to this proposal. All dates are subject to change at the discretion of the DCSS.

Event	Date
Issuance of RFP	02/28/2019
Deadline for RFP questions	03/10/2019
Questions and answers posted	03/15/2019
Deadline for proposal submission	04/01/2019
Potential interview dates	04/8/2019 – 04/15/2019
Notice of intent to award	04/22/2019
Protest period	05/02/2019
DCSS response to protest	05/7/2019
Contract Start Date	07/01/2019
Contract End Date	06/30/2022

5. PROPOSAL ATTACHMENTS

ATTACHMENTS	DESCRIPTION
Attachment 1: Proposed Agreement	If selected, the person or entity submitting a proposal must sign an Agreement with these terms and conditions, includes Vendor Assurance of Compliance attachment.
Attachment 2: Certification of Attorney Competency	Certifying that Proposer is competent and meets the minimum standard set by the California Bar Association.

6. PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive:

- Title Page - the title page will include the following information:
 - Proposal title;
 - Date submitted;
 - Proposer's name;
 - Identification of Proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding;
 - Proposer's contact information (physical and electronic addresses, telephone, and fax);
 - Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons (if different than above) who will be authorized to make representations for the Proposer; and
- Signature of duly authorized representative.

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- If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
- If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership and include the name and address of each member.
- If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer. If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
- If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

- Proposed method to complete the work as specified.

7. DESCRIPTION OF SERVICES TO BE PROVIDED:

a) Services:

Provide a general description of the services to be provided to meet the Responsibilities of Contractor”, as described in Attachment 1.

Organization and Staffing Plan:

This section of the proposal must include information regarding the Proposer’s proposed organizational structure, including experience, training and credentials of attorney(s) included in the proposal.

b) Courtroom Coverage and Calendar Management:

This section of the proposal must include a description of how calendaring conflicts with both local cases and out-of-county cases, if applicable, will be avoided; and a description of how qualified substitute representation will be provided when assigned counsel is

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unavailable due to vacation, illness, or other unavoidable absence. Substitute counsel must be prepared to address substantive case issues in order to avoid court delay.

A list of substitute attorneys must be approved by the DCSS within thirty days of execution of a new contract. Substitute counsel are subject to the same competency and education requirements as specified in Section 8 e) below, as well as the performance requirements outlined in Proposed Agreement, Responsibilities of Contractor section.

Proposals must include a plan for identifying and handling conflict situations. Proposals must describe how any substitute attorneys used for handling conflict cases will be screened and supervised.

c) Reporting and Billing Requirements:

Proposals must include a plan for maintaining case and billing information required for reporting and billing purposes as outlined in the Agreement attached. This includes how the proposed confidentiality, including but not limited to Family Code Section 17212 https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=FAM§ionNum=17212 will be maintained during the reporting, billing and overall process.

d) Competency, Experience Requirements and Continuing Education (Including resumes of any key staff):

The Proposer must describe how counsel competency requirements will be met and complete Certification of Attorney Competency.

Qualifications and Resumes:

Resumes must be included in this section that describes background and experience in conducting the proposed activities. Proposal must describe the Proposer's knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the Proposer's ability and experience in conducting the proposed activities. Resumes must demonstrate training and experience.

e) Improving Children and Families Outcomes:

The Proposer must describe the role of counsel for the agency in cases in improving outcomes for children and families. Proposer should emphasize any relevant experience which may have led to improved outcomes for children and families. The Proposer may provide examples based on their experience with each of these topics.

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f) Acceptance of the Terms and Conditions:

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

g) Certifications, Attachments, and other requirements:

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

- A completed and signed Attachment 2, Certification of Attorney Competency form.
- Copies of current business licenses, professional certifications, including state bar number certificate or other credentials.

h) Cost Portion of Proposal:

Proposers are asked to submit proposals including an hourly rate and a total annual cost.

The Proposer must specify the total maximum cost to the DCSS for the following periods:

July 1, 2019 – June 30, 2020

July 1, 2020 – June 30, 2021

July 1, 2021 – June 30, 2022

The cost proposal should include the following costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate):

- Travel (includes in-county and out-of-county travel),
- Training
- Insurance: These costs must reflect coverage levels as outlined in Attachment 1, Proposed Agreement, Paragraph 12.
- Other unique costs as determined by Proposer.

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8. ADDITIONAL REQUIREMENTS

Proposers should provide at least three current professional references. References may be judicial officers; attorneys who are familiar with the provider's representation, including opposing counsel; and system partners such as the Health and Human Services Child Welfare staff. The DCSS may check references provided by the Proposer. Proposer may identify courts for which they have provided services; if such courts are identified, Proposer must state that he or she agrees that the DCSS may contact those courts.

Information for references must include the following:

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

9. EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team to determine the Proposer's demonstrated ability to provide quality legal services in child support proceedings. Proposals will be evaluated and ranked by score. The highest scoring participants may be set up for an interview. The DCSS will evaluate submitted proposals on a 100-point scale using the criteria set forth in the table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for an award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

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CRITERION	PROPOSAL REFERENCES	MAXIMUM POINTS
Responsibility and responsiveness	Page 4, 5, 6 & 7	10
<p>Plan to provide comprehensive, high quality and timely representation to the DCSS, taking into consideration the proposed caseload, including all levels of conflict:</p> <ol style="list-style-type: none"> 1. Description of how services will be provided; 2. Organization and Staffing Plan: 3. Related experience, background and professional qualifications of the personnel who are responsible for providing counsel services; 4. Adequate oversight of the quality of services provided by the Proposer and subcontractors, if applicable, under this proposal; and 5. Complete and timely response to follow-up questions from the DCSS regarding the proposal, if applicable. 	Page 10,11,12,13	40
Description of the role in improving outcomes for children and families:	Page 11, 7e)	10
<p>Reasonableness of cost proposal, including:</p> <ol style="list-style-type: none"> 1. Proposed cost; and 2. Proposed efficiencies and economies of scale 	Page 12, 7h)	40

10. INTERVIEWS

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

11. RIGHTS

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

12. CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE. The DCSS will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise and regardless of any statement in the proposal (a) purporting to limit the DCSS's right to disclose information in the proposal, or (b) requiring the DCSS to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13. ATTACHMENT 1

**AGREEMENT BETWEEN THE GLENN COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES AND
CONTRACTOR NAME HERE
FISCAL YEAR 2019-2022**

This agreement is entered into by and between the County of Glenn, Department of Child Support Services, ("County"), and **CONTRACTOR NAME**, ("Contractor"), **for the purpose of.**

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A.) Provide such necessary legal services, including, but not limited to, consultation, advice, pleadings and court appearances, as are required in the representation of County in matters relating to child support proceedings and appeals therefrom. Contractor agrees that County may, at its option, perform any or all the duties described herein by or through its County Counsel, State of California Department of Child Support Services or any other attorney.

B.) Notify the Director of the DCSS immediately of any potential or actual conflict of interest pertaining to any matter described in paragraph 1 for which Contractor provides or will provide representation to the County.

C.) Maintain active membership, in good standing, in the State Bar of California during the term of this Agreement.

D.) Comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto (Exhibit A) and made a part of this Agreement.

E.) Provide training on legal mandates to child support professionals for up to a total of 24 hours per year, and as agreed upon by the DCSS Director.

F.) Provide legal services, including, but not limited to consultation and advice on legal actions, pleadings and proceedings.

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G.) Obtain prior approval by the DCSS Director, or designee when providing additional responsibilities beyond legal services (e.g., conferences). Documentation submitted for payment must include itemized receipts.

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 during each fiscal year from July 1, 2019, through June 30, 2022. Pursuant to Title 04.02.05B of the Glenn County Administrative Manual, the Glenn County Department of Child Support Services Director certifies that adequate unexpended funds are available in the department budget and subject to the general provisions.

4. BILLING AND PAYMENT

Contractor shall submit an itemized invoice to the Glenn County Department of Child Support Services, 120 S. Marshall Ave., Willows, CA 95988, monthly. The final invoice must be received no later than June 17, 2022.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2019 and shall terminate on June 30, 2022.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her 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-day 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. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless Glenn County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every

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nature arising out of or in connection with Contractor's performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage 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.

11. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

Exception: Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

12. INSURANCE

General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

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Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “any auto”, code 1 as listed on the Acord form “Certificate of Insurance.”

Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30-day written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. **Insurance certificates provided by any insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language.** If Contractor has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover Contractor and Contractor’s employees and partners.

Contractor shall provide and maintain in full force and effect while providing services pursuant to this Contract an errors and omissions liability policy (also known as professional or malpractice liability insurance).

13. NON-DISCRIMINATION

Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, disability, marital status, political affiliation, sex, age, or sexual orientation of any person. 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

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Part 60). The Contractor agrees to comply with the requirements as listed in the Vendor Assurance of Compliance form Attachment A.

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: Glenn County Department of Child Support Services
Dawn Mayer, Director
120 S. Marshall Ave.
Willows, CA 95988
(530) 934-6300

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 their business license and certificate of liability insurance to County prior to commencement of services. Contractor certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov), formerly known as Excluded Parties Listing Service (EPLS).

17. 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.

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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.

18. 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.

19. 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.

20. COMPLIANCE WITH LAWS

Contractor shall comply with all Federal, State and local laws, rules and regulations including without limitation any nondiscrimination laws.

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21. APPLICATION LAW AND FORUM

This contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Glenn.

22. IRS REQUIREMENTS

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (Include any additional safeguards that may be appropriate).

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CRIMINAL/CIVIL SANCTIONS

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency

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records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 <https://www.irs.gov/pub/irs-pdf/p1075.pdf> Exhibit 4. *Sanctions for Unauthorized Disclosure*. and (see Exhibit 5. *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the base of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

23. INFORMATION SECURITY PROVISIONS

In the performance of this agreement, the (herein referred to as "Contractor" agrees to protect all information (including, but not limited to, electronic files, data, paper documents and forms) or other information designated confidential and provided by the County in order to carry out this agreement, from unauthorized use and disclosure through

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observance of the same or more effective procedural requirements as used by the Glenn County Child Support Services (herein referred to as "County"). Contractor further agrees to implement the following minimum administrative, physical, and information security safeguards to comply with the information security requirements provided in Family Code section 17212; and Title 22, CCR sections 111430 and 111440 for the terms and length of this agreement and while in possession of, maintaining, or accessing County information.

A. Administrative Safeguards

CONTACTS: Information security contacts responsible for security and confidentiality responsibilities related to this agreement.

COUNTY

Dawn Mayer, Director
Dept. of Child Support Services
120 S. Marshall Avenue,
Willows, CA 95988
Mayer.dawn@glenn.cse.ca.gov

CONTRACTOR

Name
Name of Law Firm
Address
City, State and Zip Code
Email

DATA OWNERSHIP: The confidential or sensitive information being provided under this agreement remains the exclusive property of the County. Confidential and sensitive information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction.

INCIDENT REPORTING: All unauthorized or suspected unauthorized access, uses and/or disclosures (incidents) of information obtained under this agreement shall be thoroughly reviewed by each agency. Each agency shall comply with the incident reporting requirements in accordance with Civil Code section 1798.29 and California State Administrative Manual section 5350. Contractor will immediately notify the County of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than three business days of discovery; and provide all appropriate information via email to facilitate the required reporting requirements.

USE OF INFORMATION: Contractor acknowledges and agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in this agreement and shall agree to implement policies and procedures to ensure the confidentiality of such information. Contractor further agrees that information

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obtained under this agreement will not be reproduced, published, sold or released in original or any other form for any other purpose other than identified in this agreement.

STATEMENT OF CONFIDENTIALITY: Contractor and each of its employees who may have access to the confidential or sensitive data of the County will be required to sign a confidentiality statement attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.

EMPLOYEE ACCESS TO INFORMATION: Contractor agrees that information will be kept in the strictest confidence and shall only be made available to authorized personnel on a business "need-to-know" basis and only for the purposes authorized under this agreement. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.

SECURITY AWARENESS TRAINING: Contractor and all their users authorized to access confidential and sensitive information furnished or obtained under this agreement must receive security awareness training prior to accessing such.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

NAME HERE /CONTRACTOR:

Signature

Date

GLENN COUNTY DEPARTMENT OF
CHILD SUPPORT SERVICES

Dawn Mayer, Director

Date

APPROVED AS TO FORM:

William Vanasek, County Counsel
County of Glenn, California

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

NAME OF VENDOR/RECIPIENT: CONTRACTOR NAME HERE

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

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

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

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

Date

Vendor/Recipient Signature

CR50-Vendor Assurance of Compliance (8/13/01)

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ATTACHMENT 2

GLENN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

CERTIFICATION OF ATTORNEY COMPETENCY

I, _____,
Name Office Address Telephone No.
am an attorney licensed to practice in the State of California. My State Bar Number is
_____. I hereby certify that I meet the minimum standards for
practicing law in the State of California, and that I have completed the minimum
requirements for training, education and/or experience as set forth below.

Training and Education: (Attach current copies of MCLE certificates or other
documentation of attendance)

Course Title Date Completed Hours Provider:

Summary of Experience:

Signed: _____

Dated: _____