

Request for Proposals
for
Rental Housing
for Lassen County's
Behavioral Health Bridge Housing
Rental Assistance Program

County of Lassen
Department of Health and Social Services
Housing and Grants

Issue Date: 2/8/2024
Submittal Deadline: 2/29/2024

RFP Contact:
Grace Poor
Program Manager
(530) 251-8336

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<https://www.lassencounty.org/dept/housing-and-grants/public-notice>

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Section 1: The Opportunity

1.1: Summary

The County of Lassen (County) is seeking proposals from qualified entities (Applicants) to provide rental units for the County's Behavioral Health Bridge Housing Program (Program). Ten (10) one-bedroom or studio units are needed. The Program can pay deposits, rent and utilities on behalf of Program participants. Additionally, infrastructure funding is available to develop, repair, or upgrade units committed to the Program.

Multiple Applicants may be selected to meet the requirements of this solicitation. This RFP contains the information needed by all Applicants responding to this invitation and sets forth the process, submission requirements, and criteria that the County will use when selecting an Applicant(s) to provide rental units for the Program. All submissions in response to this RFP will become the property of the County and will be considered public records. As such, they may be subject to public review.

1.2: Background

Through the BHBH Program, the California Department of Health Care Services (DHCS) is providing \$1.5 billion in funding to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including a serious mental illness (SMI) and/or substance use disorder (SUD). The program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022) and subsequently Senate Bill (SB) 101 (Skinner, Chapter 12, Statutes of 2023), provides funding through June 30, 2027. In February of 2023, DHCS released a Request for Applications (RFA) inviting California county behavioral health agencies to submit applications for eligible projects. Lassen County Behavioral Health (LCBH) applied and was awarded \$1,637,126.00 to provide bridge housing through a rental assistance program. LCBH is partnering with Lassen County Housing and Grants to implement the Program.

The February 2023 RFA can be found here: <https://bridgehousing.buildingcalhhs.com/wp-content/uploads/2023/03/BHBHCountyBHAFundingRFA508.pdf>

1.2.1: Lassen County's Behavioral Health Bridge Housing Program Overview

Lassen County's BHBH Program will provide bridge-housing to eligible participants through a rental assistance program. Eligible participants will be provided mid-term rental assistance at a local rental unit (the bridge housing unit). Mid-term assistance is defined as, financial assistance that is provided on behalf of the participant for a duration of no less than ninety days, and not exceeding twenty-four months, or two years. With specific cases, there may be a one-year extension, as determined by County staff. The goal of the program is to provide a stable living environment for participants while connecting them to safe, affordable permanent housing.

Population Served

In order to be eligible for the Program, individuals must be both experiencing homelessness and have a serious behavioral health condition.

An individual experiencing homelessness is defined as meeting one or more of the following conditions:

- Lacking a fixed, regular, and adequate nighttime residence;

- Having a primary residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- Living in a supervised publicly or privately-operated shelter, designed to provide temporary living arrangements (including hotels and motels paid for by federal, state, or local government programs for low income individuals or by charitable organizations, congregate shelters, and transitional housing);
- Exiting an institution into homelessness (regardless of length of stay in the institution);
- Imminently losing housing in the next 30 days,
- Fleeing domestic violence, sexual assault, stalking, and other dangerous, traumatic, or life-threatening conditions relating to such violence

An individual with a serious behavioral health condition is defined as:

- a. The individual has one or more of the following:
 - i. Significant impairment, where “impairment” is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A need for SMHS, regardless of presence of impairment (for individuals under age 21)

AND

The individual’s condition, as defined in a, b, and/or c, is due to either of the following:

- iv. A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD)
- v. A suspected mental and/or substance-related or addictive disorder that has not yet been diagnosed

OR

- b. The individual has at least one of the following:
 - i. At least one diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders
 - ii. At least one suspected diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders

OR

- c. The individual is a Community Assistance, Recovery and Empowerment (CARE) Program participant, regardless of whether they meet the criteria listed in a and b, above.

Housing First

The Program will be implemented using practices that are Housing First. Housing First is defined in WIC Section 8255 (11)(d)(1)-(2)(A) as “the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and do not make housing contingent on participation in services. Housing First includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer-term rental assistance, income assistance, or employment.”

Prioritization

The Program will use Coordinated Entry to prioritize individuals and households for assistance. Coordinated Entry is a process through which a standard assessment is used to assess, prioritize and match people experiencing homelessness to housing opportunities efficiently and consistently. Individuals and families who complete the Coordinated Entry assessment are placed on a Coordinated Entry List and prioritized for services based on vulnerability. When BHBH units are available, potentially eligible individuals will be referred to the program from the Coordinated Entry List. Upon receiving the referral, County staff will be responsible for verifying if the client is eligible for the program.

Housing Navigation

County staff will actively assist program participants in finding permanent, appropriate housing. Appropriate housing is housing that is decent, safe, meets the particular needs of the household, involves participant choice and is affordable to the participants. Upon enrollment in the program and after placement in a bridge housing unit, staff will meet with participants to discuss housing barriers, needs, and preferences. Staff will then work with participants to create and implement a plan that will identify and secure units that are desirable and sustainable.

Supportive Services and Case Management

Participants will be assigned a County staff person who will provide case management. Staff will work to develop a trusting relationship with participants and will provide onsite supportive services through home visits. Supportive services are services necessary to help program participants obtain and maintain housing, manage symptoms of serious behavioral health conditions, and support recovery and wellness. Examples include peer support, employment assistance, transportation assistance, and group and individual activities that promote a sense of purpose and community participation. Staff will use a variety of proactive and creative strategies to engage participants in supportive services, but participation will not be condition of ongoing program enrollment. In delivering services to participants, staff will use the most appropriate techniques or best practices, based on participants’ unique needs.

Landlord Mitigation

The Program can assist property owners with the cost of qualifying damages caused to a bridge housing unit by a program participant during tenancy. Qualifying expenses include costs associated with damages

that are considered to be outside ordinary wear and tear and after a tenant vacates the property, charges associated with tenancy including non-compliance charges and legal expenses.

1.3 Bridge Housing Start-Up Infrastructure

BHBH infrastructure funding is available to develop, repair, or upgrade units that are committed to the program. Funding can be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. The program can fund up to \$75,000 per unit. All bridge housing start-up infrastructure activities must be complete and units must be available for occupancy by December 1, 2024.

Examples of allowable start-up infrastructure costs include the initial purchase of furniture and appliances; minor renovations to make necessary accessibility modifications; the purchase and placement of tiny homes and related utility hookups and supportive facilities; costs related to facility renovations, including allowable adaptive reuse; and for bridge housing, so long as work is completed and units are ready for occupancy by December 1, 2024.

Section 2: Scope of Service

To implement the Program, the County needs ten (10) bridge housing units and is seeking local landlords to commit units to the program through June 27, 2027. Units will be rented to participants through a lease, sub-lease, or master lease. In order to be considered for the program, the following requirements must be met.

2.1: Applicant Requirements

- The Applicants must have site control. Site control shall mean deeded ownership, executed purchase and sale agreement, or other binding agreement to the satisfaction of the County.
- The selected Applicants will be fully, actively, and monetarily responsible for all property operations including maintaining a balanced budget and forward-looking projections; all property management activities including lease-up; compliance with fair housing laws, disability access requirements, and all other applicable housing laws; collection of rent; enforcement of tenant lease requirements, accounting, bookkeeping, and reporting as applicable; and all maintenance and upkeep of the property.
- The Applicants must not be presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by the United States Department of Urban Development or any other Federal department or agency.
- The Applicants must not have had any unfavorable judgments or bankruptcies in the last seven years and is not currently involved in any pending or threatened lawsuits or judgment or bankruptcy involving itself or any entity in which it has been or is now involved, or provide a complete description of any and all known bankruptcies, unfavorable judgments and/or pending lawsuits involving itself or any entity in which they have been or is now involved. All entities are required to disclose pending disputes with the County when bids, proposals or applications are submitted for a County contract or transaction.

- Applicants must be in good standing with the State of California and all agencies and departments thereof. By way of example and not limitation, Applicant(s) must be qualified to do business in the State of California and must be in good standing with the California Secretary of State and the California Franchise Tax Board.
- Applicants will be expected to indemnify, defend and hold the County harmless from and against any and all liabilities, losses, costs, claims, judgements, settlements, damages, liens, fines, penalties, and expenses.
- The selected Applicants shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Applicant(s) shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.
- The selected Applicants will enter into a contract with the County. See [Appendix D](#) for a Sample Contract. The County reserves the right to change the County's terms conditions or insurance requirements.
- The selected Applicants or the Applicant's property manager will be invited to participate in multidisciplinary team meetings with County staff and other involved service providers to support participants in being successful and to address any concerns that may arise.

2.2: Unit Requirements

- All bridge housing units must comply with U.S. Department of Housing and Urban Development's (HUD) Rent Reasonableness standards and Fair Market Rent (FMR) limits. HUD's rent reasonableness standard is designed to ensure that rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market. HUD also establishes FMRs to determine payment standards or rent ceilings for HUD-funded programs that provide housing assistance, which it publishes annually. FMRs for each fiscal year can be found by visiting HUD's website at www.huduser.org/portal/datasets/fmr.html

Guidance on determining whether a unit complies with the Rent Reasonableness standards and the FMR limits is available at: <https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>

- All bridge housing units must meet at minimum the Emergency Solutions Grant (ESG) Habitability Standards prior to a participant entering into a lease for the unit. Program staff must ensure that all units are safe and meet these specific requirements. Further guidance on Housing Habitability Standards can be found at: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>
- All bridge housing units must allow pets.

- At enrollment, participants will enter into a legal lease, master lease or sublease for one of the bridge housing units. This lease must be a legal binding lease or rental agreement for the bridge housing unit and must include at minimum the following:
 - The names of the landlord and tenant.
 - The address of the rental unit.
 - The amount of the rent.
 - When the rent is due, to whom it is to be paid, and where it is to be paid.
 - The amount and purpose of any security deposit.
 - The amount of any late charge or returned check fee.
 - The number of people and pets allowed to live in the rental unit.
 - Whether attorney's fees can be collected from the losing party in the event of a lawsuit between the tenant and the landlord.
 - Who is responsible for paying utilities (gas, electric, water, and trash collection).
 - If the rental is a house or a duplex with a yard, who is responsible for taking care of the yard.
 - Any promises by the landlord to make repairs, including the date by which the repairs will be completed.
 - Contact information for reporting problems or necessary maintenance or repairs, including an emergency number.
 - Whether the tenant can sublet the rental unit.
 - The conditions under which the landlord can enter the rental unit.

2.3: Infrastructure Requirements

If proposing any rehabilitation, renovation, construction, etc., the following is required:

- Applicants must provide a schedule that demonstrates that any proposed repairs, upgrades, construction or other infrastructure work can be completed within the allowable timeframe.
- Applicants must provide a projected budget for any proposed infrastructure work. The budget must be in alignment with the usual, reasonable, and customary costs for similar projects. Selected applicants shall be solely responsible for any costs to complete the proposed bridge housing start-up infrastructure in excess of approved program funds.

If a selected applicant(s) are approved for infrastructure funding that includes rehabilitation, renovation, construction etc., the Applicant(s) will be required to:

- Establish construction contracts with licensed, insured, and bondable contractor(s) based on a

permitted set of construction plans with a licensed, insured, and bondable general contractor for an amount consistent with the costs in the approved project budget.

- Obtain all required building, local use, and fire clearance or other required building permits or approvals.
- Maintain and provide certificates of insurance for required insurance, including general liability insurance and builder's risk insurance, as follows:
 - A builder's risk policy including a permission to occupy endorsement during the course of construction and, upon completion of construction, if the project is new construction, property insurance covering all risks of loss, excluding earthquake, flood or other risks customarily excluded from "all-risks" coverage, in an amount equal to full replacement cost of the project, including all improvements, fixtures, furnishings and equipment thereon at the time of loss.
 - If the project is rehabilitation of an existing facility, property insurance covering all risks of loss, excluding earthquake, flood or other risks customarily excluded from "all-risks" coverage, in an amount equal to the full replacement costs of all improvements located on the property on which the project is to be constructed, including all improvements, fixtures, furnishings and equipment thereon at the time of loss. Upon completion of the rehabilitation, any property insurance policy shall be updated to reflect the increased replacement costs resulting from the rehabilitation.
 - Worker's compensation insurance as required by the State.
 - Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits.
 - Commercial general liability insurance of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$5,000,000 for bodily injury and property damage liability combined. The selected Applicant(s) required limits may be satisfied through a combination of general liability and umbrella policies of coverage. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the selected Applicant(s) limit of liability.
 - The selected Applicant(s) shall indemnify, defend and hold harmless DHCS and the County against any and all liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of the selected Applicant(s) (or its lower-tier subcontractors or consultants) to maintain the insurance policies required by this section.

- Comply with prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). The Applicant shall provide a certification of compliance with California’s prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the Applicant.
- A deed restriction on non-county-owned properties improved with BHBH Program infrastructure funds through June 30, 2027. The deed restriction will stipulate that the property be used to provide bridge housing for individuals with serious behavioral health conditions. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant.
- Certify that they, and their contractors, shall comply with all applicable federal, state, and local laws. These include, but may not be limited to:
 - Adherence to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
 - Prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). The selected Applicant(s) shall provide a certification of compliance with California’s prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the selected Applicant(s).
 - Compliance with The California Environmental Quality Act (CEQA) requirements.
<https://opr.ca.gov/ceqa/>
- If a proposed project would result in the displacement of any current residents, the Applicant shall have a relocation plan completed in partnership with the displaced individual.

Section 3: Submission Instructions

All Applicants are solely responsible for ensuring proposals are received by the County. Proposals must be received vial mail or email no later than 5:00 PM on February 29, 2023 at the following:

Lassen County Health and Social Services
 Housing and Grants Division
 Attn: Grace Poor
housing@co.lassen.ca.us
 PO Box 1180
 Susanville, CA 96130

The proposal shall be signed by a representative authorized to bind the applicant. Proposals submitted by facsimile are not acceptable and will not be considered. Applicants shall submit proposals via email as a PDF attachment with the email subject line: Lassen County Bridge Housing Proposal. Verification of receipt of proposal is the responsibility of the submitting Applicant. In the event that an electronic proposal cannot

be submitted, the Applicant may submit a hard copy with the name of the Applicant and RFP title: Lassen County Bridge Housing Proposal clearly marked on the outside of the package.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding Applicant is solely responsible for all costs related to the preparation of the proposal.

The County reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. Any future contract award resulting from the RFP will be entered upon with the Applicant who, in the County's sole discretion, is best able to perform the required services in a manner most beneficial to the County.

The RFP and any addenda to the RFP can be viewed and/or obtained from the County of Lassen Housing and Grants Division website at:

3.1: Proposal Content

Proposals submitted in response to this RFP should include the following elements:

1. A completed Proposal Summary and Signature Page signed by the authorized representative ([Appendix A](#))
2. A Proposal Checklist ([Appendix B](#))
3. A Bridge Housing Unit Application ([Appendix C](#)) for each proposed property
4. Proposal Narrative
 - a. A description of the property and proposed unit(s) including how old the unit(s) are, any recent improvements, description of the neighborhood, and any other details that would demonstrate how this unit is a good fit for this program.
 - b. A description of the property manager's experience, including whether the property manager has any experience working with the BHBH target population.
 - c. If a proposed project would result in the displacement of any current residents, a description of how the applicant shall have a relocation plan completed in partnership with the displaced individual.
 - d. If proposing a unit that needs infrastructure funding, a section that includes:
 - i. A detailed plan for any infrastructure work.
 - ii. A timeline that demonstrates that any proposed repairs, upgrades, construction or other infrastructure work can be completed within the allowable timeframe.
 - iii. A projected budget for any proposed infrastructure work. The budget must be in alignment with the usual, reasonable, and customary costs for similar projects.

5. Proof of site control
6. The proposed lease
7. Photos of the Property(s) and Unit(s)
8. Proof of all Required Insurance

3.2: Schedule of Activities

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Applicants to prepare definitive proposals and for the County to fully consider various factors that may affect its decision. This schedule is subject to change at the discretion of the County.

Scheduled Activity	Date
Release of Request for Proposals	02/08/2024
Non-Mandatory Bidders Conference	02/22/2024
Inquiry Deadline	02/22/2024
RFP Amendment Deadline	02/23/2024
Review of Proposals	02/29/2024
First Notifications	03/01/2024

3.3: Pre-Submittal Inquiries and Points of Contact

A non-mandatory pre-bid conference will be held on:

February 22, 2024, 9:00 AM

<https://www.zoomgov.com/j/1613168314?pwd=VWZCMnp0U2hBa3czOXhZU3N4YnZFZz09>

Meeting ID: 161 316 8314

Passcode: 495352

Or call in (audio only): +1 (669) 254-5252

This conference will be an opportunity for questions to be answered about the proposal. All other pre-submittal inquiries and correspondence shall be directed to:

Grace Poor

housing@co.lassen.ca.us

or

PO Box 1180, Susanville

CA 96130

All questions regarding this RFP shall be submitted at the Bidder's Conference or in writing by February 15, 2024. Only answers to questions communicated by formal written addenda will be binding. The questions and answers should be provided by the County in writing, in the form of an addendum. If any addenda are issued by the County, they shall be posted to the County of Lassen Housing and Grants Division website at:

<https://www.lassencounty.org/dept/housing-and-grants/public-notice>

All questions regarding this RFP shall be submitted in writing by June 5, 2023. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

Section 4: Proposal Evaluation and Review Process

Evaluation of the proposals will be based on the information provided in the Applicant's submission in accordance with the requirements of this RFP and any interviews and additional information requested by County. The County will notify all Proposers in writing of its decision.

4.1: Pass/Fail Criteria

The County will evaluate each proposal based on a pass/fail basis of compliance with the following criteria. Each proposal must pass all of the items to be considered responsive to the RFP and proceed to the Evaluation.

- Applicants must have site control.
- Applicants must not be presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by the United States Department of Urban Development or any other Federal department or agency.
- Applicants must not have had any unfavorable judgments or bankruptcies in the last seven years and is not currently involved in any pending or threatened lawsuits or judgment or bankruptcy involving itself or any entity in which it has been or is now involved, or provide a complete description of any and all known bankruptcies, unfavorable judgments and/or pending lawsuits involving itself or any entity in which they have been or is now involved. All entities are required to disclose pending disputes with the County when bids, proposals or applications are submitted for a County contract or transaction.
- Applicants must be in good standing with the State of California and all agencies and departments thereof. By way of example and not limitation, Applicants must be qualified to do business in the State of California and must be in good standing with the California Secretary of State and the California Franchise Tax Board.
- The proposed unit must have rent that is under the Fair Market Rent.

4.2: Evaluation Criteria

The following evaluation criteria will be used to evaluate proposals received in response to this RFP:

1. Unit Amenities
 - Indoor Amenities
 - Outdoor Amenities
 - Neighborhood
2. Quality of the Unit
 - Location (proximity to services)
 - Size of Unit

- Condition of Unit

3. Project Feasibility

- What is the capacity to have the unit ready for occupancy in required timeline?
- What is the strength of plan for any proposed infrastructure work?
- What is the proposed cost of any infrastructure work?

4.2.1: Rating Scale

The following scale will be used to evaluate proposals.

Score	Characteristics
5	Meets or exceeds reasonable expectations and requirements.
4	Meets expectations and requirements with minor issues. Response lacked insight or detail.
3	Meets expectations and requirements with significant issues. Response lacks evidence.
2	Does not meet significant expectations. Response shows lack of understanding.
1	Minimally meets requirements. Response is unconvincing, empty claims.
0	Does not meet requirements.

4.2.3: Scoring

After the evaluation committee rates each proposal, County staff will average the scores. The average score and a weighted multiplier of each factor is multiplied and totaled for a total score.

Factor	Weighted Multiplier
Unit Amenities	10
Quality of Unit	15
Project Feasibility	25

4.3: Selection Process

The County reserves the sole right to judge the contents of the proposals. The selection process will be governed by the following process:

- Proposals must adhere to the instructions and format as specified in this RFP.
- The evaluation will include a review of all documents and information relating to the Applicant's proposal, plans, properties, and units.
- Applicants may be required to make an oral presentation and interview before the final selection is made.
- The County may evaluate any information from any source it deems relevant to the evaluation.
- False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

Appendix A: Proposal Summary and Signature Page

This document must be completed, signed by an authorized representative, and be included with your submittal in order to validate your proposal.

Applicant's Authorized Representative

Name: _____
Address: _____
Phone: _____ Fax: _____
Federal Tax ID No.: _____ Email: _____

RFP Contact Information (if different then above)

Name: _____
Title: _____ Email: _____
Address: _____
Phone: _____ Fax: _____

Unit Information

Total Number of Proposed Properties: _____ Total Number of Units: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
 YES NO
2. Do you certify that all statements in the qualifications are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
 YES NO
3. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
 YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Signature of Authorized Representative

Date

Appendix B: Proposal Checklist

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Exhibit A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page #
Proposal Summary and Signature Page (Exhibit A)	
Proposal Check List/Table of Contents (Exhibit B)	
One Bridge Housing Unit Application for Each Propose Property (Exhibit C)	
Proposal Narrative	
Site Control Documentation	
Proposed Lease	
Photos of Property and Unit(s)	
Proof of Insurance Coverage (Certificate of all Applicable Insurance)	

Appendix C: Bridge Housing Unit Application

Complete one application for each proposed property. If any response requires more space than provided, please provide the additional information in an attachment.

Property Address:		
Assessor Parcel Number:		
Structure Type (e.g., Apartment, Duplex/Triplex/Fourplex, Single Family):		
Unit Type:		
<input type="checkbox"/> One Bedroom <input type="checkbox"/> Studio		
Size of unit(s) in Square Feet:		
Number of Proposed Bridge Housing Units on Property:		
Is the property accessible for persons with disabilities?		
<input type="checkbox"/> Yes, all units and common areas <input type="checkbox"/> No accessibility features <input type="checkbox"/> Some units (indicate number of units and identify accessible common areas)		
Are there any non-residential units (e.g., commercial, office) on this property?		
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please describe:</i>		
List the distance (in miles) from the property to the nearest:		
Distance in Miles	Service	Name or Description of Facility
	<i>Grocery Store</i>	
	<i>Public Transportation</i>	
	<i>Behavioral Health Services</i>	
	<i>Physical Health Services</i>	
	<i>Educational Institution</i>	
	<i>Library</i>	
	<i>Park</i>	
	<i>Other:</i>	

Property Manager Name:					
Address of Property Manager:					
Addresses and description of other properties managed:					
Desired Monthly Rent:					
Utilities: Complete the utility table below for the proposed PBV units.					
Utility/Service	Tenant-Paid	Owner-Paid	Natural Gas	Electric	Propane
Heating					
Cooking					
Water Heating					
General Utilities (lights, etc)					
Water					
Sewer					
Garbage					
Is there a yard? If yes, is it fenced?					
What appliances are in the unit(s)?					
<input type="checkbox"/> Oven/Range <input type="checkbox"/> Refrigerator <input type="checkbox"/> Washer		<input type="checkbox"/> Dryer <input type="checkbox"/> Garbage Disposal <input type="checkbox"/> Microwave			
What type of parking is available for tenant(s)?					
Expected Date Available for Occupancy?					
Describe the Condition of the Unit(s):					
Describe any Other Special Features/Descriptions:					

Appendix D: Sample Contract

AGREEMENT BETWEEN LASSEN COUNTY AND

*

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and *,*, with a principal place of business at *, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for *and,

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A".

CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of July 1, 20* through June 30, 20*.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement.

Commented [BB1]: Insert the name of the other party to the contract here. Asterisks (*) indicate a place information is needed.

Commented [BB2]: Insert the name of the contractor in all capital letters.

Commented [BB3]: State the form of the business the contractor employs, for example:

- California corporation
- California non-profit corporation
- California limited liability company
- California general partnership
- Sole proprietorship
- Limited partnership

Commented [BB4]: State the type of services being provided.

Commented [DS5]: You can reference the older contracts for this information.

Commented [BB6]: Fill in the beginning date of the agreement. Typically one fiscal year.

Commented [BB7]: Fill in the end date of the agreement. Typically one fiscal year.

Commented [DS8]: I will confirm that we are going to use the following dates for "most" contracts: July 1, 2020 – June 30, 2023

CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- 4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided that: (1) the CONTRACTOR timely submits appropriate invoices to the COUNTY, (2) the CONTRACTOR is not in breach of the terms and conditions of this Agreement, its attachments, or the standards or/specifications referenced or applicable thereto; (3) the CONTRACTOR is not in violation of laws or regulations substantially impairing the value of the CONTRACTOR'S performance or the CONTRACTOR'S entitlement to payment; (4) funds to be paid to the CONTRACTOR are not the subject of any active levy, execution, claim, offset, or stop notice by any third party or the COUNTY; and (5) appropriate public funds are available to the COUNTY for such payment.

- 4.2 Retain ownership and have prompt access to any report, evaluations, intellectual property, findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

*, * is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. * is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

Commented [BB9]: Identify by name the person assuming responsibility for administering this contract.

Commented [BB10]: Identify by title the person assuming responsibility for administering this contract.

Commented [BB11]: Once again, state the name of the person administering this contract. BB7 should be the same as BB9.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A Services
- Attachment B Payment
- Attachment C Additional Provisions
- Attachment D General Provisions

*

Commented [DS12]: You may need to add additional attachments based on the type of contract it is. You can reference the previous years contract to get started. The more you use it, the more you will know which ones go with each contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

*

Commented [BB13]: Insert name of contractor.

Dated: _____

By: _____

*

Commented [BB14]: Name and title of signor for contractor.

COUNTY
County of Lassen

Dated: _____

By: _____

Richard Egan
County Administrative Officer

Dated: _____

By: _____

Barbara Longo, Director
Health and Social Services

Commented [DS15]: These signors will not change, they will always be the three of them.

Approved as to form:

By: _____

Amanda Uhrhammer
Lassen County Counsel

**ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
*
SCOPE OF SERVICES**

Commented [BB16]: Insert name of contractor.

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

*

Commented [BB17]: Description of services to be provided, or scope of work. To the degree that separate paragraphs may be required, please utilize the following hierarchical structure:
A.1
 A.1.1
 A.1.1.1
A.2

END OF ATTACHMENT "A"

Commented [DS18]: To begin, we will use the same scope of service that was previously used. If the Director decides to modify it, we can change it at that time.

**ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND**

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

END OF ATTACHMENT "B"

Commented [BB19]: Insert name of contractor.

Commented [BB20]: Describe payment amount or rate, maximum amount payable under this contract, and method of invoicing that must occur before payment is due.

Commented [DS21]: To begin, we will use the same payment information that was previously used. If the Director decides to modify it, we can change it at that time.

**ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
*
ADDITIONAL PROVISIONS**

Commented [BB22]: Insert name of contractor.

- C.1 CONFIDENTIALITY.** All communications, written notes of calls, identification of callers, and any and all information obtained by Les Hall in performance of this contract shall be kept confidential and not conveyed to anyone without the prior written permission of the Lassen County Mental Health Director or Director of Health and Human Services.
- C.2 PATIENTS' RIGHTS.** The parties to the Agreement will comply with all applicable laws, regulations and state policies relating to patients' rights.
- C.3 HIPAA COMPLIANCE.** CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability Act ("HIPAA"). The Business Associate Agreement attached hereto as Attachment E is made a part of this Agreement by this reference.
- C.4 AUDITS.** The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under Agreement.

END OF ATTACHMENT "C"

**ATTACHMENT D
GENERAL PROVISIONS**

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

Commented [BB23]: These provisions, all of D, are important. They make up the backbone of the agreement. If you change them prior to submitting for Counsel approval you run the risk of substantially delaying review and perhaps causing a denial of approval.

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax

including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less

Commented [BB24]: As of June 2015, there is not a County-wide policy describing insurance requirements for contracts. The amount, type, or whether to require insurance at all is in the discretion of the signor for the County. Counsel's office strongly urges requiring contractor to have some form of insurance.

Commented [BB25]: This is often referred to as "malpractice insurance". Use where County is contracting with professionals such as engineers, surveyors, doctors, psychologists, other health care providers (hospitals, board and care facilities, etc), lawyers, and parties who are required to hold a professional license or certification of some kind. In some situations this clause may be omitted.

than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR=s employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

*

Commented [BB26]: Insert the name and address of the person responsible for administration of this Contract.

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

- D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.
- D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Commented [BB27]: IMPORTANT NOTE: There are three choices of Indemnification clauses – Class I, Class II, or Class III. Choose only one and delete the other two depending on the type of contract.

Commented [BB28]: Class I Indemnity

Generally required for all county service contracts, with the following exceptions:

construction contracts, consultant contracts which are "collateral to" construction contracts, such as architecture and engineering contracts, "acquisition" leases (i.e., County as tenant) contracts for the purchase of goods, only, and contracts with other self-insured public entities.

County shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

Commented [BB29]: Class II Indemnity
Generally required for all County construction contracts and agreements with architects and engineers, which are "collateral" to construction contracts. Also, used in contracts for the sale of goods.

D.6.1. Claims Arising from Sole Acts or Omissions of COUNTY:

The County of Lassen (COUNTY) does hereby agree to defend and indemnify the *[OTHER PUBLIC AGENCY], its agents, officers and employees (hereinafter collectively referred to in this paragraph as *[OTHER PUBLIC AGENCY]), from any claim, action or proceeding against *[OTHER PUBLIC AGENCY], arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, *[OTHER PUBLIC AGENCY] may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve county of any obligation imposed by this Agreement. *[OTHER PUBLIC AGENCY] shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.2. Claims arising From Sole Acts or Omissions of *[OTHER PUBLIC AGENCY]:

The *[OTHER PUBLIC AGENCY] hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as County), from any claim, action or proceeding against County, arising solely out of the acts or omissions of *[OTHER PUBLIC AGENCY] in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve *[OTHER PUBLIC AGENCY] of any obligation imposed by this Agreement. County shall notify *[OTHER PUBLIC AGENCY] promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.3. Claims Arising From Concurrent Acts or Omissions:

The County of Lassen (COUNTY) hereby agrees to defend itself, and the *[OTHER PUBLIC AGENCY] hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and *[OTHER PUBLIC AGENCY]. In such cases, county and *[OTHER PUBLIC AGENCY] agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

D.6.4. Joint Defense:

Notwithstanding paragraph D.6.3 above, in cases where COUNTY and *[OTHER PUBLIC AGENCY] agree in writing to a joint defense, County and *[OTHER PUBLIC AGENCY] may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of *[OTHER PUBLIC AGENCY]. Joint defense counsel shall be selected by mutual agreement of County and *[OTHER PUBLIC AGENCY]. County and [OTHER PUBLIC AGENCY] agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below. County and *[OTHER PUBLIC AGENCY] further agree that neither party may bind the other to a settlement agreement without the written consent of both County and *[OTHER PUBLIC AGENCY].

D.6.5. Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and *[OTHER PUBLIC AGENCY] may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Commented [BB30]: Class III Indemnity
Generally used only in county contracts with other self-insured public agencies.

- D.7 **CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 **ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 **PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this

Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment

hereunder exceed *
_____ Dollars (\$* _____). Further provided, however, COUNTY shall not
in any manner be liable for lost profits which might have been made by CONTRACTOR
had CONTRACTOR completed the services required by this Agreement. In this regard,
CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the
COUNTY is necessary to determine the reasonable value of the services rendered
by CONTRACTOR. In the event of a dispute as to the reasonable value of the services
rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is
cumulative and does not affect any right or remedy which COUNTY may have in law or
equity.

Commented [BB31]: Written out amount, e.g. "Ten
Thousand and 50/100Dollars."

Commented [BB32]: Numeric amount with dollar sign,
e.g. "\$10,000.50." This figure will usually be the maximum
amount of the Contract (as shown in the payment
provisions).

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for

that purpose, in addition to any other relief to which such party may be entitled.

- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 **Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 **Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.34 CONFLICT OF INTEREST.**

D.34.1 **Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 **Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 **Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, 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 shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

Commented [BB33]: Not required if Contractor is a corporation.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to
"COUNTY":

*

Commented [BB34]: Insert here the name and address of the person responsible for administration of this Contract on behalf of the County.

If to "CONTRACTOR":

*

Commented [BB35]: Insert the name and address of the person responsible for administration of this Contract on behalf of the Contractor.

D.39 NO THIRD PARTY BENEFICIARIES. This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "D".

