



REQUEST FOR PROPOSALS (RFP)

SO-20260818

Sober Living Environment Services

RFP Publication Date: August 18, 2026

RFP Submission Deadline Date: September 17, 2026 at 3:00 PM (Pacific)

Issued by:

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1) RESPONDENT ADMONISHMENT

Respondents are reminded it is their responsibility to:

- Carefully read the content of this entire document, address all requirements, and follow all procedures of this RFP
- Ask for clarification before final due date of questions
- Immediately inform County of any issues or problems with this solicitation
- Be complete in response
- Submit all responses by the required dates and times

2) INTRODUCTION

The County of Butte (hereafter referred to as “County”) is seeking a respondent(s) (hereafter referred to as “respondent”) to provide sober living environment (SLE) services, to include housing and meals, for male and/or female participants in the Alternative Custody Supervision (ACS) Program for the Butte County Sheriff’s Office (BCSO).

County intends to establish a Qualified Pool to award a contract(s) for up to 5 years to respondent(s) based on the presentation of the qualification criteria stipulated herein and representation of the greatest overall value to County’s purpose. This Qualified Pool will remain open for 5 years from the date of RFP opening, to additional respondent(s) who meet the requirements of this RFP by County evaluation and notification of acceptance. The successful respondent(s) will be required to enter into a contract with County for the services requested in this RFP within a reasonable time after award. A respondent submitting a proposal must be prepared to use County's standard contract template rather than its own contract. The contract will include terms appropriate for this project.

Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided, (2) no additional work authorized without prior written approval, (3) no payment without written approval, (4) funding availability, (5) termination of contract under certain conditions, (6) indemnification of County, (7) approval by County of any subcontractors, and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit B to this RFP. County intends to award and execute a contract substantially in the form of the Model Contract to the selected respondent. Respondents should list any requested exception(s) or changes to the Model Contract in a separate section of their proposal.

3) BACKGROUND

BCSO operates an ACS Program for select inmates as well as a Day Reporting Center (DRC). The respondent shall provide SLE services for ACS participants, herein referred to as "Residents", designated by BCSO. Each Resident shall have an individualized program plan, determined by BCSO, to fit the individual's needs, with some of the Resident's time assigned

to the DRC and some of the time assigned to the respondent's site.

4) SCOPE OF SERVICES

County anticipates respondent(s) selected for this work shall provide a clean, safe, and sober living environment for male and/or female Residents that meets the requirements set forth below.

Housing Requirements:

Awarded Respondent shall provide residential housing for Residents within Butte County. At a minimum, each residence shall include:

- A bed for each Resident with clean linens, a pillow, and a blanket
- Water and electrical service
- On-site free shower and restroom facilities with the following:
 - Toilet paper, soap, and shampoo
 - A clean towel, toothbrush, toothpaste, and deodorant for each Resident
 - If housing female Residents, feminine hygiene products
- On-site free laundry facilities with detergent
- Heating and air conditioning
- Garbage collection service
- Twenty-four (24) hour access to a landline telephone, for local calls free of charge, to contact County personnel, for County personnel to contact the Residents, or for use in the event of an emergency.
- A methodology for providing three (3) adult meals per day per Resident. Examples include:
 - Grocery store gift cards provided to Residents to procure food and transportation to and from grocery store by respondent staff.
 - Food purchased by Respondent staff and provided for Resident meal preparation.
 - Food purchased and prepared for Residents by respondent staff.
- If Residents are expected to prepare meals, a fully equipped kitchen is required.
- If Residents are expected to clean up after themselves, cleaning supplies must be provided.

The respondent shall house male and female Residents in separate facilities.

Operational Requirements:

Awarded Respondent shall implement curfews and Resident accountability procedures, including sign-in and sign-out logs. The respondent shall retain the logs for a minimum of sixty (60) days.

Resident use or possession of drugs or alcohol is strictly prohibited. Drugs and alcohol shall not be allowed on premises or be accessible to Residents at any time.

At respondent's expense, respondent shall conduct random drug testing on Residents a minimum of two (2) times per month. Respondent shall notify County staff with presumptive results.

Residents shall not be allowed visitors at the sober living housing site.

Residents shall not be mandated to attend any religious services or any other programs provided by the respondent.

To ensure compliance with applicable laws and ACS Program rules, respondent shall provide BCSO staff with unrestricted access to all areas of the respondent's property and any vehicles to which Residents have access.

Awarded Respondent shall permit Residents to leave the sober living housing site only for the following purposes:

- Participation in programming as determined by County.
- Participation in Awarded Respondent vocational work assignments.
- Emergency medical treatment, if required, shall be at the Resident's expense, and notice of treatment shall be given to County.

Awarded Respondent shall immediately notify County staff if a Resident is discharged or removed from the sober living housing site and shall state the reason for the discharge or removal. If safe to do so, Awarded Respondent shall allow the discharged Resident to remain on the property until County staff are able to respond and take the Resident into custody.

Awarded Respondent shall provide at least sixty (60) days' written notice to the County if a Resident housing location will be changed, if additional housing locations are added, or in the event housing will no longer be available. All Resident housing must be approved by County in advance of Resident placement in or movement to a new or different facility.

Optional Transportation Services:

Awarded Respondent shall provide information on its ability to provide transportation services to Residents, including transportation to court appearances, treatment appointments, employment, or medical appointments. Availability of transportation services is preferred but not required.

Staffing Requirements:

Awarded Respondent shall maintain a full-time compensated on-site house manager for each facility, including overnight supervision, and shall provide twenty-four (24) hour on-site supervision or staff availability.

5) FORMAT FOR PROPOSALS

Responses to the RFP must be made according to the requirements set forth in this section,

both for content and sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10-point. County shall receive all submissions no later than **September 17, 2026 at 3:00 PM (Pacific)**.

- The response shall include a cover letter, a table of contents, all items listed below, and shall be in one of the following formats:
 - Hard Copy submission: One (1) signed, unbound original (printed material on 8-1/2" X 11" paper) and one (1) electronic copy provided in thumb drive/USB format; OR
 - Electronic submission: Proposals may be emailed to:
saccounting@buttecounty.ca.gov.
 - Hard Copy Submissions shall be sent to:

Angelique Passidakis
Administrative Analyst II
Butte County Sheriff's Office
5 Gillick Way
Oroville, California 95965
530-552-5251

Submissions shall be in the order noted below.

- The mandatory content and sequence of submittal is as follows:
 - Cover Letter and Introduction shall be a maximum two-page Cover Letter and Introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address, and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number, and a list of subcontractors, if applicable. The Cover Letter shall include a statement that the proposal is valid for ninety (90) days after receipt.
 - Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
 - Respondent's Experience Summary shall be a maximum of eight (8) pages (not including resumes) in length and shall describe the respondent's experience providing SLE Services. Experience and focus working with law enforcement is of vital importance. County is looking to partner with a respondent that has at least one (1) year of experience providing SLE Services. Please provide a comprehensive

narrative history of the respondent and its experience in providing SLE Services to government municipalities, counties and/or law enforcement or corrections agencies.

- Respondent Capabilities shall be a maximum of six (6) pages (not including the Required Qualifications form) entitled “Respondent Capabilities,” and shall include a description of the proposing respondent’s resources for successfully developing and completing this project.
 - Respondent shall complete the Qualified Pool-Required Qualifications form attached to this RFP as Exhibit A. Respondent shall return the completed form. Proposals submitted that do not include the completed form will be disqualified from consideration.
- Cost - Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.
 - If an hourly rate is quoted, the anticipated total number of hours shall be included along with a not-to-exceed price for the project.
- Draft Scope of Work shall be identified as “Attachment III – Scope of Work” for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by County, these shall also be clearly described as County tasks in the Draft Scope of Work. If the respondent included a not-to-exceed price in the proposal, a proposed billing rate for all reimbursable expenses shall be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee may include representatives from the Butte County Sheriff’s Office. The criteria for selecting the respondent(s) are provided below:

- a. Cost. Are the costs reasonable for the proposed tasks?
- b. Experience/Qualifications. Does respondent meet the requirements set forth in the RFP? Does respondent have sufficient similar experience in the kind of work required? Does respondent have a reputation of being reliable and performing tasks to the satisfaction of its clients?

- c. Approach/Methodology. Does respondent have the resources and capability to meet the needs of County? Does respondent have sufficient stability and ability to meet the needs of County both now and in the future?

County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions, and pricing with the prospective respondent as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Maximum Points
Cost	35
Experience/Qualifications	35
Approach/Methodology	30
Total	100

Rating Methodology:

County evaluates responsive proposals for Cost, Experience/Qualifications, and Approach/Methodology to determine the highest overall point score. The rating scale establishes standards by which the Proposal Evaluation Committee assigns points to proposals, and it ensures that members of the Proposal Evaluation Committee evaluate each proposal with consistent methodology. There is a maximum of 100 points available as follows:

Component	Maximum Points	Point Factor
Cost	35	Price of lowest cost proposal 35 maximum points available (below)
Experience/Qualifications	35	Qualitative Evaluation formula (below)
Approach/Methodology	30	Qualitative Evaluation formula (below)
Total	100	

- **COST**

The RFP Facilitator calculates points for cost and verifies for accuracy.

The respondent with the lowest cost proposal receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. The total awarded points are calculated by dividing the lowest cost proposal received by the cost of the proposal, then multiplying the results by the maximum points.

County uses the following formula to award cost points:

*Lowest Proposal Cost / Second Proposal Cost = (factor)
(factor) X maximum cost points = cost points for Second Proposal*

EXAMPLE:

*The lowest proposal cost is \$100,000 (maximum 35 points awarded).
The second proposal cost is \$125,000.*

\$100,000 / \$125,000 = .80 (the lowest proposal cost is 80% of the second proposal cost).

.80 X 35 (maximum points) = 28 points

The second proposal with the cost of \$125,000 gets 28 points.

Repeat formula above for each proposal.

In addition to the cost points, the Proposal Evaluation Committee judges and evaluates for cost/value effectiveness and cost adequacy. The Proposal Evaluation Committee awards points as part of the technical (“qualitative”) score in the Experience/Qualifications and Approach/Methodology sections.

- **EXPERIENCE/QUALIFICATIONS and APPROACH/METHODOLOGY**

- The Proposal Evaluation Committee reviews the Experience/Qualifications and Approach/Methodology components of each responsive proposal submitted. After reviewing the proposals, the Proposal Evaluation Committee rates each proposal component using the following formulas and criteria:

	Experience/Qualifications (35 points)	Approach/ Methodology (30 points)
Rating	Point Range	Point Range
Exceptional	29 – 35	25 – 30
Good	22 – 28	19 – 24
Acceptable	15 – 21	13 – 18
Marginal	8 – 14	7 – 12
Unacceptable	0 – 7	0 – 6

Rating	Definition and Criteria for Rating Program Design and Organizational Capacity components of Proposal
Exceptional	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and County can reasonably assume it will result in outstanding performance.
Good	The proposal demonstrates a sound approach which County expects to meet all requirements and objectives. This approach includes substantial advantages, and few relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance.
Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both advantages and disadvantages; however, the disadvantages do not outweigh the advantages and County expects the approach to result in satisfactory performance.
Marginal	The proposal demonstrates an approach which, while being capable of meeting all requirements and major objectives, may not meet some lesser objectives. Any advantages that exist in the approach slightly outweigh existing disadvantages.
Unacceptable	The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more substantial disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance.

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to County. The presentation/demonstration may be conducted virtually.

County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions, and pricing with the prospective respondents as a part of the selection process.

8) RULES OF PROCUREMENT

Timeline Summary:

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	August 18, 2026
Final Date to Submit Questions and Requests for Clarification	August 31, 2026 at 3:00 PM (Pacific)
Questions Answered via Addendum(s)	September 8, 2026
RFP Submittals Due	September 17, 2026 at 3:00 PM (Pacific)
Anticipated Evaluation Completion	September 2026
Anticipated Award of Contract	October 2026

County Contact Information:

Any and all communication regarding this solicitation shall be in writing, submitted through Public Purchase and/or directed to:

Angelique Passidakis
Administrative Analyst II
Butte County Sheriff's Office
5 Gillick Way
Oroville, California 95965
530-552-5251
apassidakis@buttecounty.ca.gov

This person will serve as County's contact for this project regarding questions and inquiries during the solicitation. **Do not** contact other County personnel or selection committee members regarding this project or the selection procedures.

Respondents interested in participating in this solicitation shall register at the Public Purchase website: www.publicpurchase.com.

Questions:

Questions and requests for clarification may only be submitted by email or through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **August 31, 2026 at 3:00 PM (Pacific)**. County will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by **September 8, 2026** so all respondents receive consistent information. It is the responsibility of all interested respondents to access the website for this information. **Questions received after August 31, 2026 at 3:00 PM (Pacific) will not be answered.**

9) COUNTY NOTICES

All proposing respondents answering this RFP should note the following:

- All work performed for County, including all documents associated with the project, shall become the exclusive property of County.
- The selected respondent is expected to perform and complete the project in its entirety.
- Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing respondent shall be borne by the respondent without reimbursement by County.
- The selected respondent shall remain an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Respondents agree to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- The opening of proposals in response to this solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- The successful respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
- Issuance of this solicitation in no way constitutes a commitment by County to award a contract. If County determines it is in its best interest to do so, no respondent may be selected and no contract may be executed.
- Upon acceptable negotiations and contract award, the respondent shall be required to execute the Model Contract as provided in Exhibit B and comply with County insurance requirements. County may modify the contractual requirements of the contract prior to execution of a contract for services.
- County reserves the right to request additional information from respondents that have submitted a response to this solicitation and to enter into negotiations with more than one respondent should a contract be awarded or to award a purchase order or contract to the respondents with the most favorable quotation without conducting negotiations. County reserves the right to award more than one contract if it is in the best interest of

County.

- County reserves the right to reject any or all submittals received if County determines it is in its best interest to do so. Further, County may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- County may reject any submittal that does not meet all of the mandatory requirements of this solicitation, is conditional, or is incomplete.
- County may request clarification of any submitted information and may request additional information on any or all responses provided. County may also waive minor inconsistencies deemed to be irrelevant.
- Respondents that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award, may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Department of General Services, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.552.3500. **Requests for debriefings shall be requested within five (5) business days of the receipt of the Intent to Award and/or No Award notification.** Requests for debriefings may be conducted via telephone, email, or during a face-to-face meeting at County Offices in Oroville, CA.
- Respondents that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Director of General Services, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest, citing the law, rule, regulation, or procedure on which the protest is based. Respondent's capabilities, project characteristics and/or pricing features that were not included in the respondent's proposal shall not be introduced during the protest process. **The protest shall be submitted within seven (7) business days after such aggrieved respondent knows or should have known of the facts giving rise thereto or within seven (7) business days following the debriefing.**
- The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the respondent. An error in the submission may cause the rejection of that submittal. However, the respondent may reissue a new or modified submittal prior to the date and time required for submission.

10) MODEL CONTRACT

The respondent selected shall be expected to execute a contract substantially as the one shown as Exhibit B. However, County reserves the right to substitute Exhibit B Model Contract with a different template if deemed necessary.

11) DISCLOSURE OF INFORMATION

All information and materials submitted to County in response to this RFP may be reproduced by County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a contract is executed. Bid awards are a matter of public record. Once a contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Respondent's submission of a proposal is considered consent by respondent to County's disclosure of the proposal. County shall not be liable for disclosure of any information or records related to this procurement.

12) TIMING AND SCHEDULE

All initial responses to this RFP must be submitted on or before **3:00 PM (Pacific) on Thursday, September 17, 2026**. Submissions received after the initial submission deadline will be reviewed and responded to within 60 days of receipt. These submissions shall be sent to saccounting@buttecounty.ca.gov.

Exhibit A
Qualified Pool-Required Qualifications

RFP- SO-20260813 QP Term Date 08/13/26 – 08/12/31

1. Applicant Information:

- a. Please provide your
 - i. Owner's Name
 - ii. Business Name
 - iii. Phone
 - iv. Email
 - v. Company W9 including all dbas
 - vi. Address(s) of SLE location(s)

2. Sober Living Environment Requirements:

- a. Please specify if you provide housing for males and/or females (**must be separate locations if housing is provided for both**):

Gender	Total Number
Males	
Females	

- b. Please provide the number of Residents you are able to house at your SLE location(s):

Housing Requirements:

- i. Please identify which housing requirements are met by respondent's services (check all that apply)
 - ☐ Clean bed and bedding accommodations
 - ☐ Water and electrical service
 - ☐ On-site free shower and restroom facilities
 - ☐ Toilet paper, soap, and shampoo
 - ☐ A clean towel, toothbrush, toothpaste, and deodorant for each Resident
 - ☐ Feminine hygiene products (if housing females)

List other hygiene supplies provided:

- ☐ On-site free laundry facilities with detergent
- ☐ Heating and air conditioning
- ☐ Garbage collection service
- ☐ 24-hour access to a telephone
- ☐ Accommodations for three (3) meals a day
List methodology for providing meals for Residents:

- ☐ Fully equipped kitchen (check only if Residents are required to prepare their own meals)
- ☐ Cleaning supplies (check only if Residents are expected to clean up after themselves)
- ☐ List other amenities offered:

Operational Requirements:

- i. Please identify which operational requirements are met by respondent's services and provide additional requested information (check all that apply)
 - ☐ Curfew
List the hours for curfew:
 - ☐ Resident accountability procedures
 - ☐ Sign-in and sign-out logs
 - ☐ No drugs or alcohol on premises or accessible to Residents at any time
 - ☐ Drug testing at minimum of twice per month at respondent's expense; results shall be provided to County
 - ☐ No visitors
 - ☐ Unrestricted access for BCSO staff personnel to all areas of the property and any vehicles to which Residents have access
 - ☐ Security to ensure Residents remain on premises with the exception of the allowable purposes as defined in the Operational Requirements section of the RFP

- ☐ Immediate notification to the County if a Resident is discharged or removed from the residence

Optional Transportation Services:

- i. Are transportation services provided? (check which one applies)

☐ Yes

☐ No

- ii. If yes, please describe

- iii. If yes, please identify any limitations in times or distances transportation is provided:

3. Respondent Capabilities and Experience:

Staffing Requirements:

- i. Please identify which staffing requirements are met by respondent's services

☐ One full-time, compensated, on-site house manager for SLE location(s)

☐ Staff for 24-hour on-site supervision

Experience:

- i. Please provide experience performing these services

☐ At least one year of experience

☐ Attach a résumé for each staff member/employee

References:

- i. Attach list of references as a separate page(s). Provide current contact information, including name of contact, phone, email and mailing address for all professional references. This section shall be used to provide County with references as well as the scope and magnitude of your past experience.

Reputation

- i. Background investigations shall be conducted on all respondents to determine any conflicts of interest, complaints, or litigations. Any evidence found during the investigation which may cause a negative impact on the County or may inhibit the effectiveness of services to be delivered, will disqualify the respondent

4. Rates:

- a. Please provide rates for each of the following services:

Description	Rate
Daily rate per Resident	
Rate per Transportation (if this service is offered)	

- b. Please identify which items or services are included in the daily rate:

- c. Please identify any other costs:

- d. Please identify the check-in/out times for the daily rate calculations:

Description	Time
"check-in time" to begin calculation for daily rate	
"check-out time" to end calculation of daily rate	

NAME OF CONTRACTOR HERE
Service Being Provided Here

VARIABLE INFORMATION TABLE														
Term of This Contract (Complete Dates in Just One of the Following Three Rows)														
√ Below	Term Begins				Term Completion									
☐	On Following Date				On Following Date									
☐	Upon Date Notice to Proceed Received				☐	Calendar Days Following Receipt of Notice to Proceed								
☐	Upon Last Date Executed by County				☐	Calendar Days Following Execution of Contract by County								
County Department					FOB Point									
Terms	NET 30		Basis of Price (Do Not √ More Than One of the Following Four Blocks)											
Price			☐	Fixed Price		☐	Annual Price		☐	Monthly Price		☐	Hourly Rate	
Not-to-Exceed Price					☐ if Reasonable Expenses are authorized in addition to Hourly Rate									
CONTRACTOR Contact Information					COUNTY Contact Information									
CONTRACTOR					Project Manager									
Address					Address									
City, State & ZIP					City, State & ZIP									
Telephone					Telephone									
Email					Email									

Standard Contract GT \$25K Butte County General Services 01/01/2026 Page 19 of 27

ATTACHMENT I – TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in Attachment III – Scope of Work which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses shall be reimbursed in addition to the Hourly Rate, provided they are authorized and specified, and both the Hourly Rate and Reasonable Expenses boxes are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by CONTRACTOR. Expenses and/or materials, if stipulated, shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager.** COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY, nor is CONTRACTOR a partner or in any way directly affiliated with COUNTY. CONTRACTOR agrees to file tax returns, report compensation, and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** COUNTY retains the exclusive right of ownership to the work, products, inventions, and confidential information produced for COUNTY by CONTRACTOR, and CONTRACTOR shall not disclose any information, whether developed by CONTRACTOR or given to CONTRACTOR by COUNTY. The parties agree that COUNTY will own the work, products, inventions or information produced by CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either COUNTY or CONTRACTOR by a 30 day written notice. Authorized costs incurred by CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above variable information table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of COUNTY, but excluding liability due to the active negligence or willful misconduct of COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
8. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which 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 in Attachment II of this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this Contract shall be valid unless made in writing, and signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
10. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants all of CONTRACTOR's work shall be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for COUNTY by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for COUNTY by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, but not limited to, any nondiscrimination laws. Specifically, by executing this Contract, CONTRACTOR certifies and affirms that as an individual or entity, he/she complies in good faith, as well as all actions, with the following regulatory requirements:
 - a. Nondiscrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps, or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act.
 - d. National Labor Relations Board Public Contract Code section 10296.
 - e. Domestic Partners – Public Contract Code section 10295.3.
 - f. ADA 1990 42 USC section 12101 et seq.
14. **Applicable 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 Superior Court of the County of Butte.
15. **Contractor Performance and the Breach Thereof.** COUNTY may terminate this Contract and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to

remedy the default. If at the end of the 30 days, a remedy is not made or does not satisfy the default, COUNTY shall notify CONTRACTOR of the breach and thereby the termination of this Contract. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due CONTRACTOR under this Contract and the balance, if any, shall be retained by COUNTY.

16. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I – Terms and Conditions shall prevail.
17. **No Delegation or Assignment.** CONTRACTOR shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render this Contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY shall not be obligated to make payment under this Contract until such time that the amendment is entered into.
18. **Conflict of Interest.** CONTRACTOR and CONTRACTOR's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.
19. **Severability.** The terms and conditions of this Contract shall remain in force and effect as a whole separate from and even if any part hereof this Contract is deemed to be invalidated.
20. **No Implied Waiver.** In the event that COUNTY at any point ignores or allows CONTRACTOR to break an obligation under this Contract, it does not mean that COUNTY waives its future rights to require CONTRACTOR to fulfill those obligations.
21. **Entirety of Contract.** This Contract inclusive of all Attachments herein stipulated and made part of this Contract constitutes the entire Contract between these parties.
22. **Electronic Signatures.** Each Party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act [(CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17], for executing this Contract. The Parties further agree the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
23. **Generative Artificial Intelligence (GenAI).** CONTRACTOR shall notify COUNTY in writing if services or any work under this Contract includes or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. CONTRACTOR shall immediately notify COUNTY of any new or previously unreported GenAI technology. At direction of COUNTY, CONTRACTOR shall discontinue the use of any new or previously used GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by COUNTY. Failure of CONTRACTOR to disclose past or present GenAI use to COUNTY may be considered breach of contract by COUNTY at its sole discretion. COUNTY is entitled to seek any and all relief to which it may be entitled as a result of such non-disclosure. COUNTY reserves the right to amend this Contract, without additional cost,

to incorporate additional GenAI Special Provisions into this Contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to COUNTY.

24. **ADA Title II Web and Mobile Accessibility Compliance**. CONTRACTOR shall ensure all digital content, products, and services provided under this Contract, including, but not limited to, web content, websites, web-based systems, mobile applications, electronic documents, multimedia content, and any third-party digital materials provided or integrated by CONTRACTOR, comply with Title II of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12131 et seq.), 28 CFR Part 35, and all applicable U.S. Department of Justice regulations. Effective April 24, 2026, all such digital content shall conform to the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, as published by the World Wide Web Consortium (W3C), or any successor standard formally adopted by the U.S. Department of Justice. Compliance shall include accessibility for individuals with disabilities, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities and compatibility with commonly used assistive technologies. CONTRACTOR shall be responsible for the accessibility compliance of all subcontractors, vendors, and third-party platforms used in performance of this Contract. Upon request, CONTRACTOR shall provide COUNTY written assurance, testing results, or other documentation demonstrating compliance. Any accessibility deficiencies identified by COUNTY or required by law shall be promptly corrected by CONTRACTOR at no additional cost to COUNTY and within timelines specified by COUNTY. Failure to meet these requirements shall constitute a material breach of this Contract.

END TERMS AND CONDITIONS

ATTACHMENT II – INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

***Please provide a copy of Attachment II to your insurance agent.**

CONTRACTOR shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages 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. Before the commencement of work, CONTRACTOR shall submit Certificates of Insurance and Endorsements evidencing that CONTRACTOR has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 - a) Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - b) If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease (*not required if CONTRACTOR provides written verification he or she has no employees*).

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

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** COUNTY, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

COUNTY, its officers, officials, employees and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to COUNTY.

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

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of COUNTY for all work performed by CONTRACTOR, its employees, agents and subcontractors.

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

- E. **ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to COUNTY.

- F. **VERIFICATION OF COVERAGE** - CONTRACTOR shall furnish COUNTY with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- G. **SPECIAL RISKS OR CIRCUMSTANCES** - COUNTY reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- H. **SUBCONTRACTORS** - CONTRACTOR shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing COUNTY certificates of insurance and endorsements **before** beginning work under this Contract.

END INSURANCE REQUIREMENTS

ATTACHMENT III – SCOPE OF WORK

Unless indicated otherwise herein, CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information should be removed when the Scope of Work is finalized for inclusion in the contract.]

CONTRACTOR RESPONSIBILITIES

[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]

CONTRACTOR Tasks:

[There should always be contractor task included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]

CONTRACTOR Milestones:

[If there are certain milestones that the Contractor is required to complete, (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]

Meetings:

[If there are significant meetings (such as public hearings) or periodic meetings (such as periodic progress meetings) they can be specified in this paragraph.]

CONTRACTOR Reports:

[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]

Other CONTRACTOR Deliverables:

[Other Contractor deliverable and due dates can be shown in this paragraph.]

COUNTY RESPONSIBILITIES

[If the County has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the County's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" rather than "shall" to describe the work to be performed by the County.]

END SCOPE OF WORK

ATTACHMENT IV – METHOD AND RATE OF PAYMENT

Rate of Service \$_____ per hour not to exceed \$_____. This amount is also identified in the variable information table on page one of this Contract.

CONTRACTOR Compensation:

[If the Contractor is to be paid on a Not-to-Exceed basis, or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case, a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, department should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. If it is not possible to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]

[COUNTY shall make payments to CONTRACTOR upon receipt of an approved invoice or Butte County Claim Form (mentioned here by reference only), submitted monthly for services provided during the preceding month. Completed claim forms shall be sent to the Project Manager at the address indicated on page one of this contract in the variable information table.]

END METHOD AND RATE OF PAYMENT