

**COUNTY OF BUTTE
REQUEST FOR PROPOSALS**



RFP 26-27

Homeless Housing, Assistance and Prevention (HHAP) Round 6 - Youth

ISSUE DATE

Monday, October 5, 2026

DUE DATE

Monday, November 9, 2026

AT

1:00 PM PST

BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES

202 Mira Loma Dr.

P.O. Box 1649

Oroville, CA 95965

(530) 552-6220

Table of Contents

1. Respondent Admonishment	4
2. Introduction	4
2.1 Purpose	4
2.2 Term.....	5
2.3 Amount and Availability of Funding	5
3. Background.....	5
3.1 Program Information	5
3.2 Target Population	6
3.3 Services Requested.....	7
3.4 Proposed Goals and Outcomes/Evaluation	8
3.5 Data Reports	8
3.6 Resources	8
4. Procurement Process	8
4.1 County Contact	8
4.2 Period of Offer.....	9
4.3 Proposal Questions.....	9
4.4 Procurement Schedule.....	9
5. Submission Requirements	10
5.1 Directions.....	10
5.2 Proposal Submission	10
6. Required Content and Structure of the Proposal	11
6.1 Format	11
6.2 Application for Funding.....	11
6.3 Narrative Description of Services	11
6.4 Legal Entity.....	12
6.5 Financial Statements	12
6.6 Statement of Experience	12
6.7 Organizational Structure	14
6.8 Working Capital	14
6.9 Budget	14
6.10 Job Descriptions and Qualifications.....	15
6.11 Insurance	15

6.12 Other Information.....	15
7. Proposal Review and Evaluation Criteria	15
8. County Notices.....	17
8.1 Contract Award.....	18
8.2 Debriefings and Protests	18
8.3 Content of Contract	19
8.4 Governing Laws and Regulations.....	19
8.5 Disclosure of Information.....	19
Attachment 1– Application for Funding.....	20
Attachment 2 - Rating Methodology	21
Attachment 3- Line Item Budget Template	24
Exhibit A – Model Contract	26



Butte County Department of Employment and Social Services
Housing & Homeless
Request for Proposal (RFP)
For Funding of
HHAP Round 6 - Youth
Fiscal Year: 2026/27 – 2028/29
RFP Issue Date: Monday, October 5, 2026

1. Respondent Admonishment

Respondents are reminded that 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 the final due date of questions
- Immediately inform the County of any issues or problems with this solicitation
- Be complete in response
- Submit all responses by the required dates and times

2. Introduction

2.1 Purpose

The Butte County Department of Employment and Social Services, Housing & Homeless (hereinafter referred to as “County”) offers several supportive services to families to promote safety and stability within the community. County is seeking a firm/respondent (hereinafter referred to as “respondent”) to provide community services for Homeless Housing, Assistance and Prevention (HHAP) Round 6 – Youth.

County intends to award one or more contracts to respondent(s) that will meet the qualification criteria and have successfully performed services on similar projects. The successful respondent(s) must 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.

The purpose of this Request for Proposal (RFP) is to define County’s minimum requirements, solicit proposals, and gain adequate information by which County may evaluate proposed services and develop contracts for these services.

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 A 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.

This RFP is promulgated in accordance with California State Welfare and Institutions Code Sections 10553 and 10554, Title 45 Code of Federal Regulations, Section 92.36(d) as amended at 60 Federal Register 19645 (April 19, 1995), and California Department of Social Services (CDSS) MPP Divisions 19, 21, 22, 23, and 30.

2.2 Term

The contract for services will be for the two-year-and-six-month period of January 2027 through June 2029. The term for services may be shorter depending on the proposed service.

2.3 Amount and Availability of Funding

The projected available funding for HHAP Round 6 – Youth is \$330,000. This amount is broken down into eligible use categories listed below. Additional information can be found in Section 3.3.

- Rapid Rehousing: \$50,000
- Permanent Housing Services and Services Coordination: \$230,000
- Prevention and Diversion: \$50,000

A separate RFP, entitled Homeless Housing, Assistance and Prevention Round 6, is being issued concurrently to address the remainder of HHAP 6 that is not youth specific. Youth-dedicated programs may apply for funding under either or both RFPs; however, a single program shall not be funded through both RFPs.

Respondents are required to submit proposals for their transaction fees for the term of the contract. County reserves the right to modify the scope of funding to any extent necessary to ensure compliance with federal, state and/or County guidelines or federal, state, and/or County budget appropriations impact funding.

Any resulting contracts will be paid on a reimbursement basis. The Contractor shall submit monthly invoices for services provided during the applicable billing period. Each invoice shall include a summary of charges and sufficient supporting documentation to substantiate the amount requested for reimbursement, including, but not limited to, payroll summaries, receipts, vendor invoices, and other documentation reasonably necessary to verify the charges.

3. Background

3.1 Program Information

County sets forth the following information about the requested services as background information to assist respondents in preparing their proposals. However, County will give due consideration to alternative approaches for conducting the requested services.

The intent of HHAP Round 6 – Youth is to reflect the state’s priorities to prevent and expeditiously reduce unsheltered homelessness through homelessness prevention activities and sustain existing Interim Housing Solutions and Permanent Housing Solutions, including long-term sustainability of permanent affordable housing.

The State of California has outlined the following HHAP Round 6 priorities:

- Foster robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system;
- Ensure all cities and counties in the region are addressing existing unsheltered homelessness, including encampments, and preventing future homelessness by planning for future housing needs;
- Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness;
- Demonstrate sufficient resources dedicated to Interim Housing and long-term Permanent Housing Solutions, including capital and operating costs;
- Demonstrate a commitment to address racial disproportionality in populations experiencing homelessness and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness;
- Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience;
- Fund projects that provide housing and services that are Housing First compliant and delivered in a low barrier, trauma informed, and culturally responsive manner; and
- Prioritize the use of these funds to assist people to remain in or move into safe, stable, Permanent Housing. HHAP funding should be housing-focused – either funding Permanent Housing interventions directly or, if used for Interim Housing or street outreach, have clear pathways to connect people to Permanent Housing options.

The HHAP Round 6 Notice of Funding Availability is linked in Section 3.6 of this RFP.

3.2 Target Population

This RFP targets homeless youth that are experiencing literal homelessness or who are at imminent risk of homelessness, as established by the U.S. Department of Housing and Urban Development, defined below. In accordance with HSC Section 50236 and as verified by California Department of Housing and Community Development, populations currently residing in interim housing, transitional housing, and permanent supportive housing may also be targeted, provided they came from homelessness prior to entering their current program.

Youth is defined as unaccompanied youth between ages 12- and 24-years old, including pregnant and parenting youth.

Literal Homelessness – An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or
2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Imminent Risk of Homelessness – An individual or family who will imminently lose their primary nighttime residence, provided that:

1. Residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks needed to obtain other permanent housing.

3.3 Services Requested

Respondents may apply for funds in one or more eligible use categories: Rapid Rehousing, Permanent Housing Services and Services Coordination, and Prevention and Diversion. If a single project includes more than one eligible use category, the narrative must include a clear explanation on how the eligible use categories relate to the single project. Separate projects must be submitted as separate proposals.

Rapid Rehousing may include, but is not limited to:

- Rental subsidies, including rental subsidies in rapid rehousing programs or longer-term rental subsidies;
- CARE Act petitioning activities and support for placement and related services for individuals (respondents) in the CARE Act process;
- Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and landlord relationship management costs; and
- Move-in expenses.

Total amount available: \$50,000

Permanent Housing Services and Services Coordination

Supportive services for people in Permanent Housing, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to:

- Intensive case management services;
- Community treatment services;
- Critical time intervention services;
- Other tenancy support services;
- Evidence-based employment services;
- Coordinating mental health, substance use, and primary care treatment or other evidence-based supportive services to increase housing retention; and
- Access to workforce, education, and training programs, or other services needed to promote housing stability in permanent supportive housing.

Total amount available: \$230,000

Prevention and Diversion

Prevention and Diversion includes problem solving and diversion support programs for households with incomes at or below 30 percent of area median income, helping people who are at risk of homelessness, or who have recently become homeless, avoid entering sheltered or unsheltered homelessness.

Total amount available: \$50,000

The following are not allowable under this RFP:

- Indirect Costs – overhead or administrative expenses that aren't directly linked to the proposed project.

- Capital for Permanent Housing or new Interim Housing – acquisition, conversion, and construction.
- Street Outreach – engagement activities conducted in places where people experiencing homelessness are found, such as sidewalks, encampments, parks, and other environments not meant for habitation.

3.4 Proposed Goals and Outcomes/Evaluation

County is committed to building a culture of quality and transparency that utilizes the best available evidence, data, and outcome measures to support the development of a learning organization that is self-analyzing and self-correcting. Respondents must describe in the Proposal Narrative how they will address one or more of the following goals and outcomes:

- Increase the number of people accessing services who are experiencing homelessness.
- Reduce the number of people experiencing unsheltered homelessness.
- Decrease the percentage of people experiencing homelessness for the first time.
- Increase the number of people exiting homelessness into permanent housing.
- Decrease the average length of time that people experience homelessness while accessing services.
- Maintain or lower the number of individuals who return to homelessness within six months of exiting homelessness.
- Decrease racial and ethnic disparities among those accessing services who are experiencing homelessness.

Respondents must describe specific and measurable program goals concerning the above-described outcome measure(s).

3.5 Data Reports

Respondents shall be responsible for completing regular data entry in the Housing Management Information System (HMIS), with the exception of Victim Service Providers whom shall enter data into an HMIS comparable database. All data must be entered in accordance with [HMIS Data Standards](#), grant funder requirements, and the [HMIS Policy and Procedure](#). Respondents must also participate in the Coordinated Entry System in accordance with [Coordinated Entry Policy and Procedures](#).

Respondents must also complete any additional reports as directed by the County and identified within the terms of the resulting contract.

3.6 Resources

[HHAP Website](#)

[HHAP Round 6 Notice of Funding Availability](#)

[Authorizing Statute](#) - Section 13 of AB 166 (Chapter 48, Statutes of 2024; Health & Safety Code (HSC) Section 50239, et seq.)

4. Procurement Process

4.1 County Contact

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

Annaliesa Batts, Health & Human Services Program Analyst

78 Table Mountain Blvd.
Oroville, CA 95965
Mailing Address: P.O. Box 1649, Oroville, CA 95965
Email: abatts@buttecounty.ca.gov

This person serves 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:

<http://www.publicpurchase.com/>

4.2 Period of Offer

Response to the RFP constitutes an irrevocable offer to the County of Butte to perform according to the proposed specifications and the proposed contract for a period of no less than 90 days from proposal opening.

4.3 Proposal Questions

Respondents should submit questions and requests for clarification regarding this RFP by email or through the Public Purchase website, no later than **1:00 PM PST Monday, October 12, 2026**. County shall not accept questions verbally, via telephone, or via fax. Respondents should submit questions via e-mail to County Contact listed in section 4.1.

County will provide answers and clarification by posting an addendum(s) through the Public Purchase website by **Monday, October 19, 2026** so all respondents receive consistent information. All interested respondents are responsible for accessing the website for this information. **County will not answer questions received after 1:00 PM PST Monday, October 12, 2026.**

4.4 Procurement Schedule

This timetable lists all due dates for this RFP.

Due Date	Description
Monday, October 5, 2026	Release Request for Proposals
Monday, October 12, 2026	Written Questions Due to County, no later than 1:00 PM PST
Monday, October 19, 2026	Response to Question by County, end of business
Monday, November 9, 2026	Proposals Due to County, no later than 1:00 PM PST
Week of November 16, 2026	Proposal Review Committee convenes for RFP review
Week of November 16, 2026	Oral Interviews, if required
Week of November 16, 2026	Complete background and fiscal review
Wednesday, November 25, 2026	Notify respondents of award of contract, end of business
January 2027	Board of Supervisor's Meeting – Execute Contract
January 2027	Contract Commencement

County may alter any days or times in the timetable. County will notify the prospective respondents of any changes to this schedule via written addendum posted on Public Purchase.

5. Submission Requirements

5.1 Directions

Responses to the RFP must be made according to the requirements set forth in this section and **Section 6. Required Content and Structure of the Proposal**, 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.

County cautions prospective respondents to provide thorough and comprehensive information. County will use the proposal package to determine the respondent's responsiveness, responsibility and capability of satisfying all requirements of this RFP.

Once the respondent submits the proposal, it shall become the property of County. County may return the proposal only at the option of County and at the respondent's expense.

5.2 Proposal Submission

1. Respondents must submit proposals to County no later than **1:00PM PST on Monday, November 9, 2026**. County reserves the right to request additional copies.
2. Respondents must submit **one (1)** signed hardcopy original proposal and **one (1)** electronic copy saved to a thumb drive to the individual listed below:

Annaliesa Batts
"26-27 – HHAP 6 Youth"
PO Box 1649
Oroville, CA 95965

OR

one (1) electronic copy to:

abatts@buttecounty.ca.gov
Subject Line – RFP 26-27 HHAP 6 Youth

County will NOT consider proposals received AFTER the due date and time. Please make sure you submit your proposals with ample time.

3. If submitting physical copies, respondent shall label the sealed hardcopy proposal and electronic thumb drive copy, "HHAP 6 Youth – Housing & Homeless RFP, # 26-27." Respondent must submit the proposal according to the directions in this section.
4. A duly authorized officer of the proposing organization must sign all proposals.
5. All proposals are final after the filing deadline. County does not permit any adjustments after the deadline. County will NOT consider proposals received after the exact time, unless County receives it before County makes its selection and County determines the late receipt was due solely to mishandling by County after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above shall be the time of receipt at County as determined by the time-date stamp of County on the proposal wrapper or other evidence of receipt maintained by County.

6. Required Content and Structure of the Proposal

This section specifies the information County will use to determine whether the prospective respondent is responsive and responsible. The respondent **MUST** submit all information. County advises the prospective respondent to respond thoroughly and completely.

Please follow the formatting described in this section and clearly label each section as requested.

6.1 Format

Each proposal must meet the following requirements:

- Paper size shall be 8 ½" 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.
- Include page numbers throughout the entire document, including the attachments.
- Must include a Table of Contents with page numbers.
- Proposal Package sections must be clearly labeled with title pages for the electronic copy and tabbed in a binder for the signed hardcopy.

6.2 Application for Funding

Provide as **A1**, the Application for Funding Sheet attached to this RFP as Attachment 1.

6.3 Narrative Description of Services

In this section, please provide a narrative description of your proposed Program Design (services requested), exhibiting originality and demonstrating effectiveness in meeting the program goals and objectives outlined in this RFP.

Provide as **B1**, the proposal narrative, limited to a maximum of five (5) single space pages, not including attachments. Respondents should include in their narrative section:

Program Description – The proposal narrative must provide a detailed description of how the respondent proposes to use HHAP 6 – Youth funds.

- The type of program being proposed;
- How the program will be staffed;
- The services that will be provided;
- The number of individuals and/or families expected to be served; and
- If applicable, evidence that the population targeted by the program is underserved in Butte County and an explanation of how the project will address that gap.

If the respondent plans to subcontract any portion of the proposed project or services, the Program Description must identify the services or activities that will be subcontracted and the agency or organization that will provide them.

Coordinated Entry – Respondents must address how their proposal will work in tandem with the Coordinated Entry System in order to serve individuals with the highest vulnerability in alignment with the local Continuum of Care priorities.

Housing First – All proposals must comply with Housing First principles. Provide a description of how the program will adhere to these principles and practices with specific examples. Also explain how this program will ensure that participants are connected to other available resources.

Respondent may develop internal forms, not required by the program description or County. However, County must approve any forms used in conjunction with HHAP Round 6 prior to implementation.

Provide as **B2**, a draft Description of Services (Scope of Work) which County intends to incorporate as Attachment III- Description of Services into the resultant contract.

This is the document in which the 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 Descriptions of Services. 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.

6.4 Legal Entity

Provide, as **C1**, a copy of a Certificate of Status from the Secretary of State or other appropriate official of the state for the state in which the respondent's organization holds incorporation if the proposed respondent is a corporation.

Provide, as **C2**, a copy of the agreement if the respondent is a partnership or a joint venture. Please specify the role, responsibility, and level of authority of each party.

6.5 Financial Statements

Provide an audited financial statement as **D1**. Such statement shall be the most recent and complete audited financial statement available for a fiscal period not more than eighteen (18) months old at the time of submission. An independent Certified Public Accountant (CPA) must prepare this statement.

If the respondent is part of a parent organization, the audit report shall contain sufficient financial information regarding the operation, so County may determine its fiscal stability.

If the audit contains any exceptions or recommendations, please include information on how the respondent's organization resolved exceptions or implemented recommendations. If respondent has yet to resolve any exceptions, provide a status report detailing plans to implement corrections.

If the audit is of a parent firm, the parent firm shall be a party to the contract. Respondent is responsible for any costs incurred for the audited financial statements required by the RFP, and it is not an allowable expense in the contract budget.

Provide as **D2** a complete copy of the prospective respondent's most recent financial statement, not more than three (3) months old at the time of submission. This statement should clearly identify the financial condition of the respondent's immediate business entity as well as that of the corporate structure, if such exists. This statement shall be prepared in conformity with generally accepted accounting principles.

Provide, as **D3**, a financial statement that the prospective respondent agrees to the right of the County or its agent, state, and federal governments to audit the prospective respondent's financial and other records.

6.6 Statement of Experience

Provide as **E1** the following information:

- a. Business name and legal business status (i.e., partnership, corporation, etc.)
- b. Number of years in business under current name, as well as under related prior business names
- c. Number of years of experience providing HHAP Round 6 related services, information and referral services, children and family support services, and/or similar types of services
- d. Copy of business license, if applicable

Provide as **E2** the following information on each current contract and each contract completed by prospective respondent during the last five (5) years:

- a. What service is/was contracted
- b. Other party to the contract
- c. Address of the other party
- d. Contact person for the other party
- e. Telephone number of the other party
- f. Dollar amount of the contract
- g. Term of the contract

Provide as **E3** information on any failure or refusal to complete a contract. Also, include all information on any early termination of a contract.

Provide **E4** information on any controlling interest in other firms or organizations or ownership or control by any other person or organization.

Provide as **E5** all information on any financial interest in any other business. Government agencies are exempt from this requirement.

Provide as **E6** the names of persons with whom the prospective respondent has been associated in business as partners or business associates in each of the last five years. Government agencies are exempt from this requirement.

Provide as **E7** information on any litigation, including any pending litigation, involving prospective respondents or principal officers of prospective respondents' organizations in connection with any contracts. Provide details on each instance of litigation.

Provide as **E8** information on the experience. Provide a comprehensive narrative history of the respondent and its experience in providing HHAP Round 6 related activities to government municipalities, counties and departments. Include:

- a. Names of principal individuals of the present organization
- b. Current position in the present organization
- c. Years of service experience, including the type of work, responsibilities, and magnitude of operation

Provide, as **E9**, the location(s) where the prospective respondent plans to provide HHAP Round 6 services.

Provide as **E10** four (4) current letters of reference, preferably including municipalities or government agencies wherein similar services were performed, and that have knowledge of the prospective respondent's experience and qualifications in the areas of financial and management responsibility,

and that can speak to the prospective respondent's ability to provide the proposed services. Exclude as a reference any firm in which the prospective respondent is or has been a partner or in which the prospective respondent has had any financial interest. Provision of reference letters constitutes the prospective respondent's consent for County to contact references for further information.

At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number, and email address.
- Detailed description of services provided similar to the services outlined in the Draft Description of Services

Provide as **E11** a list of commitments and potential commitments that may affect assets, lines of credit or guarantor's letters or otherwise affect the prospective respondent's ability to perform the contract.

6.7 Organizational Structure

Provide as **F1** a chart of the existing structure of prospective respondent's organization. Include and identify any separate but interrelated business entities with the parent organization. Show the address of any operations or entities located apart from the address of the parent organization.

Provide as **F2** organizational chart(s) showing administrative accountability from top management through clerical level. Include all personnel that respondent plans to employ at the proposed program locations.

Provide as **F3** a time schedule for implementation of all proposed changes in organizational structure and operations that would result from award of this contract.

6.8 Working Capital

Provide as **G1** evidence that the prospective respondent is capable of providing sufficient working capital and cash flow to meet the demands of this contract. Understanding that County, on a reimbursement basis, shall pay respondent, available capital, specific to contract, must equal prospective respondent's anticipated expenses for a four-month period following the start of the contract. The prospective respondent must submit one or a combination of the following:

- a. A financial statement reflecting existing cash flow
- b. A written and certified line of credit committed solely to this contract by a reputable and recognized financial lending or other institution.
- c. Prospective respondents who intend to provide working capital through loans from financial institutions must supply a written statement from such institutions that the financial institution shall provide a specified maximum line of credit that is available solely for this contract.

6.9 Budget

Provide as **H1** a projection of the annual cost for HHAP Round 6 – Youth services for the length of the proposed project. The respondent shall use the required contract budget to itemize all direct costs on which the prospective respondents base their transaction fee. The respondent may add other costs to the budget sheet and identify them in order for County to determine whether such costs are applicable. These costs include any proposed cash or in-kind contributions, as they relate to the programmatic need as identified in this RFP. 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. The required format for the budget is included as Attachment 3.

The cost of the audited financial statement required by the RFP is at respondent's expense and is not an allowable expense in the contract budget.

County may include the budget as part of the awarded contract.

Provide **as H2** a budget narrative, which shall clearly show how the respondent calculated each projected line-item cost. The budget narrative shall follow the sequence of line items included on the budget. If the respondent shares any budget item with any other entity, the budget narrative shall show how the respondent allocated the cost to HHAP Round 6 operations. The budget narrative shall show calculations for depreciating equipment, following the principles in 45 CFR (County Fiscal Regulations) 95.705.

County may include the budget narrative as part of the awarded contract.

6.10 Job Descriptions and Qualifications

Provide **as I1** job descriptions, qualifications and resumes for any key personnel who respondent may assign to this project including administrators.

6.11 Insurance

Provide **as J1** certifications and endorsement of insurance or statement(s) from qualified insurer(s) that the prospective respondent, if awarded the contract, can acquire insurance for the types and amount of coverage specified in this RFP or copies of insurance policies, binders, or certificates evidencing the Butte County Standard Insurance Requirements.

County attached a copy of County's Standard Insurance requirements in model contract.

6.12 Other Information

Provide **as K1** a statement that the respondent agrees to provide County with any other information necessary for County to determine the respondent's qualifications to perform the provisions of the contract.

Provide as L1 a certification that all statements in the proposal are true, and an acknowledgement that if the proposal contains any false statements, County may declare any contract made because of the proposal to be void.

7. Proposal Review and Evaluation Criteria

A proposal review committee, including representatives from the Butte County Department of Employment and Social Services, other County agencies and/or representatives with community-based service delivery expertise will evaluate, score and rank responsive proposals. County may schedule oral interviews with the top candidate(s) as part of the review process, before selecting a proposal. County will check references regarding the background and current performance of respondent(s) before the evaluation is complete.

The Proposal Review Committee will prepare funding recommendations to present to the Department of Employment and Social Services Housing & Homeless Management for consideration. Once Management makes the final decision, they will direct County staff to negotiate, write and execute contract(s) with the selected respondent for funding.

Final contract approval is the prerogative of the Butte County Board of Supervisors.

County shall use a rating methodology to review proposals. County has attached the Rating Methodology to this RFP as Attachment 3.

1. In accordance with the [California Department of Social Services Manual of Policies and Procedure \(CDSS MPP\) 23-613.1 and .2](#), counties are not required to choose the responsive respondent with the lowest price to an RFP. However, County shall weigh cost as a major factor in making the evaluation. Additionally, County shall utilize the following criteria in selecting a respondent from RFPs.
 - (a) Originality and effectiveness of the respondent's approach to solving the problem presented in the RFP.
 - (b) The respondent's background and experience working with CDSS funded programs, local government and projects similar to the one funded.
 - (c) Any cash or in-kind contributions the respondent includes as part of the project.
2. In accordance with [CDSS MPP 23-601.24](#), a responsible respondent is one who:
 - (a) Possesses adequate financial resources, or the ability to obtain such resources as required during the performance of the contract; and
 - (b) Has the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any business commitments; and
 - (c) Has no record of unsatisfactory performance, lack of integrity, or poor business ethics; and
 - (d) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
3. In accordance with [CDSS MPP 23-601.25](#), a responsive respondent means one whose bid or proposal substantially complies with all requirements of the RFP.
4. If in the course of the proposal evaluation, County discovers that any officer, consultant, or employee of the respondent's organization has a conviction of fraud, or had a judgment or conviction involving fraud, County, depending on their analysis of the relationship and circumstances, may declare the prospective respondent non-responsive.
5. If in the course of the proposal evaluation, County discovers that the respondent's firm has failed to complete a similar contract, County, depending on their analysis, may declare the prospective respondent non-responsible.
6. In accordance with [CDSS MPP 23-601.25](#), County may declare any proposal irregular and not considered for award of the contract if it is conditional, incomplete or not responsive to the RFP, or contains any alteration of form or irregularity that would prevent County from comparing it to other proposals.
7. In accordance with [CDSS MPP 23-611.13 and 23-615.12](#), County reserves the right to waive any proposal irregularity; however, this shall not relieve the prospective respondent from full compliance with the proposal requirements if awarded the contract.
8. In accordance with [CDSS MPP 23-614 and 23-615](#), County reserves the right to reject all proposals, and to cancel the procurement process.

9. All proposals will be reviewed for overall program cost and for line-item costs that are reasonable, allowable and necessary, as measured by the review of the line-item budget, program design, staffing levels, and structure

8. County Notices

All respondents who intend to respond to this RFP should note the following:

1. All work performed for County, including all documents associated with the project, shall become the exclusive property of County.
2. County reserves the right to interview proposing firms prior to award and request additional information during the interview.
3. County expects the selected organization to perform and complete the project in its entirety.
4. 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.
5. The selected respondent shall remain an independent respondent, 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.
6. 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.
7. 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.
8. 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.
9. Upon acceptable negotiations and contract award, the respondent shall be required to execute the Model Contract as provided in Exhibit A and comply with County insurance requirements. County may modify the contractual requirements of the contract prior to execution of a contract for services.
10. 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.
11. 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.

12. County may reject any submittal that does not meet all of the mandatory requirements of this solicitation, is conditional, or is incomplete.
13. 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.
14. 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.

8.1 Contract Award

County will award contract(s) to the respondent(s) whose proposal the Department of Employment and Social Services Division Management Team determines to be the most advantageous to County, taking into consideration the evaluation factors set forth in the RFP.

County will notify all participating respondents in writing the outcome of the RFP and the proposal award.

8.2 Debriefings and Protests

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:

Butte County Department of General Services
2081 2nd Street
Oroville, CA 95965-3413
Telephone: 530-552-3500

Respondents must submit requests for debriefings within five (5) business days of 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:

Butte County Department of General Services
Attn: 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) working days after such aggrieved respondent knows or should have known of the facts giving rise thereto or within seven (7) working days following the debriefing.**

8.3 Content of Contract

The contract shall contain provisions relating to insurance and indemnification, reporting and record keeping. The respondent shall agree to indemnify County and maintain insurance with certain specified coverage limits and must name County and its officers and employees as additional insureds on its policies. The reporting requirements shall include a description of individual client characteristics, demographic information, services description and outcome information and copies of proposed reporting forms. The contract shall require the respondent to submit a detailed budget and budget narrative in which County identifies line items as contract period costs and, where applicable, hourly or limit of service costs. The budget shall indicate direct, indirect costs linked to the proposed project, and profit. County shall compensate the respondent for actual costs incurred, not to exceed the contract maximums.

Unless the respondent provides all information requested, County may discard the proposal and give it no consideration. County may disqualify any respondent attempting to influence the proposal process by interfering with other respondents or with any County employee.

8.4 Governing Laws and Regulations

Prospective respondents shall comply with all applicable provisions of law and regulations. These laws and regulations include but are not limited to all applicable federal and state laws, including the Social Security Act; the Civil Rights Act; Civil Rights Certification PCC § 2010 (see SCM 1, § 3.33); the Clean Air Act; applicable federal regulations; State Energy Efficiency Plan; California Welfare and Institution Code; Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); Small Business Preference Program information (GC § 14835) (SCM 1, chapter 8); DVBE participation goals (PCC § 10115 et seq.) (SCM 1, chapter 8); DVBE Incentive or Documentation of Incentive Exemption (GC §§ 14600, 14615; 2 CCR § 1896.99.100) (SCM 1, chapter 8); Conflict of Interest provisions (PCC §§ 10410, 10411); these provisions are now in the CCCs, available on the DGS/OLS website; Drug-free requirements (GC § 8350 et seq.); Statement of Compliance (GC § 12990(a - f), 2 CCR § 11109); Antitrust claims (GC §§ 4552, 4553, and 4554); TACPA preference, if applicable (GC § 4530, et seq. and 2 CCR § 1896.30); Insurance requirements (see SCM 1, §§ 3.12, 7.40); Iran Contracting Act Certification (PCC § 2202); Darfur Certification (PCC § 10475 et seq.); Loss leader provisions (PCC § 10344); Priority Hiring Considerations for Contracts with a Value in Excess of \$200,000 “Every contract for services in excess of \$200,000 shall contain a provision requiring the contractor to give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code § 11200 (PCC § 10353)” and the California Department of Social Service Manual of Policies and Procedures. For more information, see [California State Contracting Manual Vol. 1](#).

8.5 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.



Attachment 1– Application for Funding

For

RFP # 26-27

Homeless Housing, Assistance and Prevention Round 6 - Youth

The undersigned is submitting this application for funding to provide Homeless Housing, Assistance and Prevention Round 6 – Youth services for the Butte County Department of Employment and Social Services, Housing & Homeless.

Agency Information	
Agency Name	
Agency Address	
Contact Person	
Email Address	
Phone Number	
Proposal Information	
Title Of Proposal	
Total Funds Requested	
Proposed Location of Services	
Brief Summary of Proposal	

Please submit one (1) signed, original hardcopy and one (1) copy on a thumb drive or one (1) email with this Application for funding no later than **1:00 PM PST on Monday, November 9, 2026.**

I understand that Butte County reserves the right to modify the specifics of this application at the time of funding and/or during contract negotiations; and that there is no contract until the Butte County Board of Supervisors and the authorized representative of the applicant has signed a written contract.

Signature of authorized representative:

Printed Name _____ Title _____

Signature _____ Date _____



Attachment 2 - Rating Methodology

County evaluates responsive proposals for Program Cost, proposed Cash or In-Kind Contributions, Program Design, and Organizational Capacity 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 a consistent methodology. There is a maximum of 90 points available as follows:

Component	Maximum Points	Point Factor
Program Cost	15	Qualitative Evaluation formula (below)
Cash or In-Kind Contribution	5	Quantitative Evaluation formula (below)
Program Design and Experience	45	Qualitative Evaluation formula (below)
Organizational Capacity	25	Qualitative Evaluation formula (below)
Total	90	

1. PROGRAM COST

Review the cost of the projects compared to the proposed number of persons served. Is the proposed project cost allowable, allocable, and reasonable? Does the proposed cost meet the need of the proposed project?

2. CASH OR IN-KIND CONTRIBUTION

The RFP Facilitator calculates points for cash or in-kind contributions with input from the Proposal Evaluation Committee. Any in-kind or cash contributions must relate to the programmatic need identified in the RFP. The Facilitator cannot award points for costs that the proposer would otherwise require.

Cash or In-Kind Contribution Equals	Point Value
9% or less of project costs	0
10% to 19% of project costs	1
20% to 29% of project costs	2
30% to 39% of project costs	3
40% to 49% of projects costs	4
50% or greater of project costs	5

3. PROGRAM DESIGN and EXPERIENCE

Is the respondent's approach to solving the problem presented in the RFP effective and original? Does the respondent have background and experience working with HHAP related programs, local

government, and projects similar to the one funded? Does the respondent's proposal meet the needs addressed in the RFP? Does the project have a direct connection to permanent housing?

4. ORGANIZATIONAL CAPACITY

Does the respondent have adequate financial resources or the ability to obtain such resources as required during the performance of the contract? Does the respondent have the ability to comply with the proposed delivery or performance schedule? Does the respondent have a record of unsatisfactory performance, lack of integrity, or poor business ethics?

QUALITATIVE EVALUATION

The Proposal Evaluation Committee awards points as part of the qualitative scores in the Program Cost, Program Design and Experience, and Organizational Capacity sections. After reviewing proposals, the Committee rates each proposal component using the formulas and criteria.

	Program Cost (Maximum 15 points)	Program Design and Experience (Maximum 45 points)	Organizational Capacity (Maximum 25 points)
Rating	Point Range	Point Range	Point Range
Exceptional	13 – 15	39 – 45	21 - 25
Good	10 – 12	30 – 38	16 – 20
Acceptable	7 – 9	20 – 29	11 – 15
Marginal	4 – 6	11 – 19	6 – 10
Unacceptable	0 – 3	0 – 10	0 – 5

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 that should clearly lead to the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and County can reasonably assume that 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 of the approach slightly outweigh the 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 unlikely to yield satisfactory performance.

CONSOLIDATION OF INDIVIDUAL EVALUATION SCORES

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.

Attachment 3- Line Item Budget Template

Attachment 3 LINE ITEM BUDGET TEMPLATE

RFP Program Name _____

Name of Proposing Agency _____

Please provide a line-item budget for the term of the project with only funding through HHAP Round 6 - Youth. Any program components funded through other sources can be added to the In-Kind Contributions section.

Include any proposed cost-of-living or performance appraisal increases in your proposed budget.

Attach the Budget Narrative separately to accompany the proposed line-item budget.

TERM START DATE _____

TERM END DATE _____

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position respondent will fund with this award.

FTE = Amount of time employee would work in this program. State as percentage based on a 40-hour workweek.

Position(s)	Full Time Equivalent (FTE)	Budget for Contract Term
Direct Service Positions		
Administrative Positions		
Sub-Total Salaries		

2) Employee Benefits - List type of employee benefit(s) and amount budgeted

Type of Employee Benefit	Full Time Equivalent (FTE)	Budget for Contract Term
Direct Service Positions		
Administrative Positions		

Sub-Total Salaries		
3) Operating Expenses Please list all operating expenses for this program (office expenses, training, and other costs to perform this service). Please include the Indirect (administrative) Costs directly linked to the proposed project and the percentage to total.		
Operating Expenses	Type	Budget for Contract Term
Sub-Total Operating Expenses		
4) In-Kind Contributions Please list all in-kind contributions for this program. This is not required, but will be included in the overall rating for Program Cost. Please list if monetary, staffing or service.		
In Kind Contributions	Type	Budget for Contract Term
Sub-Total In-Kind Contributions		
TOTAL PROPOSED BUDGET		
Total Proposed Program Cost - Total of 1) Salaries, 2) Benefits, and 3) Operating Expenses		
Total Proposed 4) In-Kind Contributions		

Exhibit A – Model Contract

TITLE OF CONTRACT HERE

Service Being Provided Here

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

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		DESS		FOB Point		N/A	
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			

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III – Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following Attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the Attachments incorporated herein, precedence shall first be given to the provisions of this Contract followed by the Attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Insurance Requirements for Most Contracts (including Attachment II-A as applicable)
- Attachment III – Scope of Work
- Attachment IV – Method and Rate of Payment
- Attachment V – Assurance of Compliance

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – Terms and Conditions and/or the Attachment II – Insurance Requirements for Most Contracts.

Tiffany Rowe, Director

 Typed or Printed Name

 Signature

 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

 Tod Kimmelshue
 Chair, Board of Supervisors

Date

 Name
 Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

APPROVED AS TO FORM
Butte County Counsel

Date

Date

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. CONTRACTOR agrees to comply with the confidentiality provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19, if CONTRACTOR works with records covered by those sections.
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. For Contracts in excess of \$100,000, compliance with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
 - d. Recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24, California Administrative Code).
 - e. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act.
 - f. National Labor Relations Board Public Contract Code section 10296.
 - g. For Contracts in excess of \$10,000, compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).
 - h. Domestic Partners – Public Contract Code section 10295.3.
 - i. ADA 1990 42 USC section 12101 et seq.
14. **Non-Discrimination.** Compliance with nondiscrimination laws as outlined in Attachment V – Assurance of Compliance, which is made part of this Contract, requires persons not be excluded from receiving benefits and/or services, or otherwise be discriminated against based on their ethnic group identification, age, sex, sexual orientation, color, physical or mental disability, medical condition, ancestry, national origin, race, religion, gender, gender identity or expression, marital status, domestic partnership, political affiliation, citizenship, immigration status, and genetic information. CONTRACTOR shall agree to be in compliance with these requirements by signing Attachment V – Assurance of Compliance.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Entirety of Contract.** This Contract inclusive of all Attachments herein stipulated and made part of this Contract constitutes the entire Contract between these parties.
23. **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.
24. **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.

25. **Program Evaluation and Quality Control.** CONTRACTOR shall conduct regular reviews of the quality and utilization of services provided pursuant to this Contract. Such reviews shall be conducted and documented for each recipient of service at regular intervals during the course of service.
26. **Access to Information and Data.** Without infringing upon the rights of the client/CONTRACTOR's confidentiality, COUNTY will have access to any file or record kept by CONTRACTOR on any client receiving services within the scope of this Contract for purposes of data-gathering and analyzing the service given and the overall service results. In addition, in the event CONTRACTOR loses its corporate standing or should decide to discontinue its program, a copy of all files and records maintained pursuant to this Contract will become the property of COUNTY.
27. **Debarment and Suspension Requirements.** For Federally funded agreements of any amount, CONTRACTOR certifies that CONTRACTOR and his/her principals are not debarred or suspended from Federal financial assistance programs and activities, CONTRACTOR may check the Federal General Services Administration Excluded Parties List System, found at <http://www.sam.gov>, which has the most current information about persons who have been excluded or disqualified for participation in Federal programs.

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:

CONTRACTOR RESPONSIBILITIES

COUNTY RESPONSIBILITIES

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:

COUNTY shall make payments to CONTRACTOR upon receipt of an approved invoice or Butte County Claim Form (mentioned here by reference only). Claims shall be submitted monthly/quarterly for services provided during the preceding month/quarter. Claims submitted shall include a summary of the charges with supporting documentation of amount requested, including but not limited to _____.

In order to complete the billing for the fiscal year, CONTRACTOR shall submit a claim form by June 15th for services provided up to, but not including June 15th. CONTRACTOR shall submit the last claim form for the fiscal year by July 20th to cover services provided between June 15th and June 30th.

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

**ATTACHMENT V – ASSURANCE OF COMPLIANCE WITH THE BUTTE COUNTY DEPARTMENT OF
EMPLOYMENT AND SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS**

Name of Contractor

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (I), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance because of ethnic group identification, age, sex, sexual orientation, color, physical or mental disability, medical condition, ancestry, national origin, race, religion, gender, gender identity or expression, marital status, domestic partnership, political affiliation, citizenship, immigration status, and genetic information of any person; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

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

Signature and Title of Authorized Official

Date

END ASSURANCE OF COMPLIANCE