

County of Nevada
IGS - Purchasing Division



Request for Proposals
For

**PARKS AND RECREATION FACILITIES FEE STUDY
AND DISTRICT CONSOLIDATION FEASIBILITY STUDY**

Date Issued: August 30, 2017

Proposal Submission Deadline:
Friday, September 29, 2017 at 3:00 p.m. Pacific Time

Proposal Submission Instructions:

1. Submit one (1) hard copy of complete proposal to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

AND

**2. Submit one (1) copy of complete proposal in PDF format to: submit.proposal@m1.nevcounty.net
Note: this email address is to be used only for proposal submissions.**

1. SUMMARY

The Nevada County Purchasing Agent on behalf of the Planning Department, hereinafter collectively referred to as “County,” is requesting proposals from all interested providers to prepare a Parks and Recreation Facilities Fee Study and a District Consolidation Feasibility Study (“Nexus Study”). The overall objective for the Nexus Study is for the consultant to assist the County with a capital and feasibility study to establish the legal and policy basis to justify the adoption of updated impact fees (“fees”) to fund the development and maintenance of park and recreation facilities for Western Nevada County Parks and Recreation Districts (“Districts”). The Nexus Study must show a reasonable relationship between the purpose and amount of the fee, the need for public facilities to be financed by the fee, and the impacts and type of development on which the fee is imposed.

In addition to the general Nexus Study components, the County is requesting the consultant analyze the feasibility for consolidation of Western Nevada County Parks and Recreation Districts (excluding Truckee Donner), including identifying opportunities and challenges to merge the Western County Districts into a single Parks and Recreation District, and analyze what, if any, cost savings, efficiencies and improved coordination of service delivery to the public could occur by combining the four Districts into one (see Section 5.3 for additional detail).

The term “offeror” as used herein shall refer to firms submitting proposals in response to this Request for Proposals (RFP). The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

An electronic copy of this RFP may be downloaded from www.mynevadacounty.com/nc/igs/purchasing. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to pamela.mowry@co.nevada.ca.us indicating “Parks and Recreation Nexus Study” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1692.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked “PROPOSAL – Parks and Recreation Nexus Study” and must include all elements described in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section of this RFP. One (1) original and six (6) copies of the proposal must be delivered to the address below before the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

Questions or requests for clarification of this Request for Proposals must be submitted in writing no later than the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFP. Responses to questions will be published in an addendum after the question submittal deadline has passed. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all potential offerors in a timely manner.

2. CONTRACT AWARD SCHEDULE

Publish RFP	August 30, 2017
Deadline for Questions	Tuesday, September 12, 2017 at 5:00 pm
Proposal Submission Deadline	Friday, September 29, 2017 at 3:00 pm
Contract Approval (tentative)	October, 2017
Services to Begin (tentative)	October, 2017

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
- 3.5. Contractors may submit alternate proposals. Alternate proposals shall be clearly marked as such.
- 3.6. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.7. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of Nevada. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 3.8. Nevada County reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or issue similar RFPs in the future.
- 3.9. Qualified vendors must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The County intends to award contracts substantially in the form of

the sample agreement to the selected vendor(s). Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the Contract.

- 3.10. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned/Hired Automobiles. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.11. Pursuant to the County's Green Procurement and Sustainable Practices Policy, vendors are requested to use recycled products and sustainable practices whenever possible in preparing their response to this RFP, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
- 3.12. The County of Nevada encourages its contractors and subcontractors to use the US Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.13. Proprietary Information: Portions of this RFP and the Contractor's proposal may be incorporated in the Contract. Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows:
 - a. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY."
 - b. Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section.
 - c. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law.
 - d. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised.
 - e. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

4. BACKGROUND

Nevada County is located in northern California. The County encompasses the incorporated cities of Grass Valley and Nevada City in the west and the Town of Truckee in the east, as well as unincorporated areas. The County's population is approximately 100,000, with 35,000 residing in the cities and town and 65,000 in the unincorporated areas. Approximately 84% of the housing in the County as a whole is considered single-family residential units.

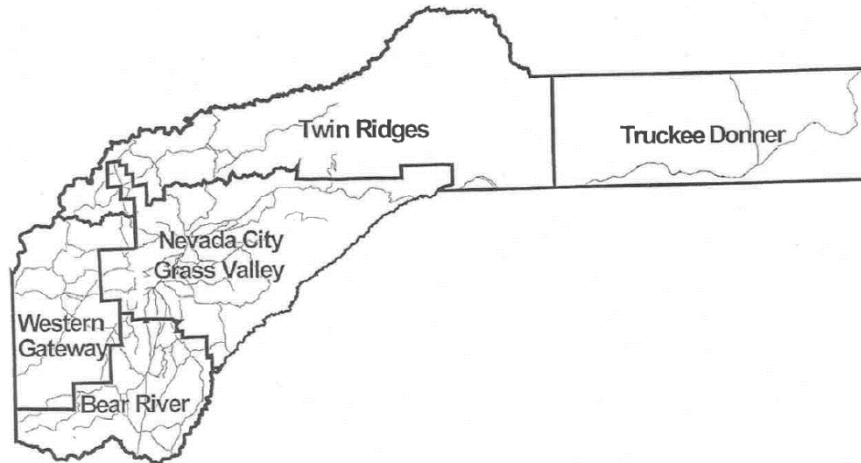
On December 9, 1997, the County adopted Park and Recreation Capital Improvement Impact Fee Study and Imposition of Recreation Development Fees (provided separately) to establish different impact fees for each of the five separate Recreation Benefit Zones: Bear River, Grass Valley/Nevada City, Twin Ridges, Western Gateway and Truckee Donner. These fees are codified in the County's Land Use and Development Code (LUDC Sec. L-IX 1.2.A) (provided separately). Since the 1997 study, Park and Recreation Fees have been treated as combined AB1600 and Quimby Act Fees.

Currently, the County of Nevada collects a Recreation Development Fee on all new residential subdivisions, new multiple-family housing units, and mobile home parks that are approved within the unincorporated as a means of providing park and recreation facilities which are needed to serve the expanding population. New single family residences developed on parcels created prior to the

requirement for collection of Recreation Development fees are subject to fees at the time of completion of the new housing unit.

The table below illustrates how the Park and Recreation Fees are collected and administered for each of the five Recreation Benefit Zones. For properties within the Truckee Donner zone, fees are paid directly to the Truckee-Donner Park and Recreation District. Nevada County requires proof of recreation fee payment prior to the County’s issuance of new residential permits. Bear River and Western Gateway also have independent park and recreation districts. Fees collected by the County for those zones are passed through to the districts for their expenditures consistent with their approved Capital Improvement Programs (CIPs). The Oak Tree Community Park and Recreation District includes portions of both the Twin Ridges and Nevada City benefit zones. At present, the County administers fees for the Oak Tree District, though the intent is for that district to operate similarly to the pass-through districts. Fees collected for the Nevada City/Grass Valley and the Twin Ridges zones (other than portions in the Oak Tree District) are deposited into County-maintained accounts. Separate accounts are maintained for Nevada City and Grass Valley even though they are in the same benefit zone. The Board of Supervisors approves projects for the Nevada City/Grass Valley zone (usually at the cities’ request) and the Twin Ridges zone on a case-by-case basis, dependent, in part, upon determinations that there are funds available and the proposal fits within a CIP category with a balance not exhausted by prior allocations.

Rec. Benefit Zone	Imposed by	Collected by	Held by	Expended by
Truckee Donner	County	TDR&P Dist.	TDR&P Dist.	TDR&P Dist.
Western Gateway	County	County	WGR&P Dist.	WGR&P Dist.
Bear River	County	County	BRR&P Dist.	BRR&P Dist.
Grass Valley/Nevada City	County	County	County	*Recreation Provider
Twin Ridges	County	County	County	*Recreation Provider



5. DESCRIPTION OF SCOPE OF WORK

5.1. General Requirements

- 5.1.1. Review the County's General Plan, Recreation Mitigation Fee program, Parks and Recreation Facilities Master Plans, Capital Improvement Programs, and other reports and studies, if available, related to funding programs for park and recreational facilities.
- 5.1.2. Work with County staff to develop a complete understanding of the project plan and objectives, and to finalize the project timeline and implementation approach/strategy.
- 5.1.3. Work closely with both County staff and the public as a full service consultant for the entire process.
- 5.1.4. Perform data collection and analysis, to include, at a minimum, the following:
 - a. Review the County of Nevada's Recreation Impact Fee Ordinance.
 - b. Research the County to develop an initial understanding of the demographics, development, property profiles and political history.
 - c. Projected housing and population growth in the County to occur within the planning horizon of the Study.

5.2. Nexus Study:

- 5.2.1. Identify the type, amount, and cost of park and recreational facilities needed to serve the population growth generated by new development in the County. Cost analysis should include monies needed to fund the construction of park and recreational facilities as well as any support facilities and potential incidental costs.
- 5.2.2. Bring issues and project approaches to County staff's attention as appropriate during the project and seek guidance as needed.
- 5.2.3. Incorporate public input including both recreational needs and impact fee discussions within the study. This would include public meetings, surveys and potential working groups.
- 5.2.4. Calculate and justify the park impact fees needed to offset the impact of new development on park and recreational facilities.
- 5.2.5. Determine the cost/fee per housing unit and/or per square foot for the appropriate land uses within the County.
- 5.2.6. Satisfy the "nexus" requirements for establishing new or increasing development impact fees as outlined in the Mitigation Fee Act.
 - a. Identify the purpose of the fee.
 - b. Identify how the fee is to be used.
 - c. Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
 - d. Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
 - e. Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development upon which the fee is imposed.

- 5.2.7. Provide a summary of the requirements for establishing and administering the park impact fees as required by the Mitigation Fee Act, as necessary.
- 5.2.8. Provide a summary of the depositing and accounting requirements for park impact fee revenue as required by the Mitigation Fee Act.
- 5.2.9. Provide a comparison of the current and proposed park impact fees to those of other neighboring jurisdictions.
- 5.2.10. Prepare recommendations and a proposed action plan for adopting the park impact fees.
- 5.2.11. Prepare the Nexus Study and provide a draft version for County review.
- 5.2.12. Incorporate responses to County comments on draft Nexus Study into the final Nexus Study, which will be used as the basis for a presentation before the Board of Supervisors and public.
- 5.2.13. Review and present the Nexus Study and proposed park impact fee program to the Board of Supervisors and public.

5.3. District Consolidation Feasibility Study:

- 5.3.1. Assess the western-county recreation districts to determine if consolidation would be feasible, and what, if any, cost savings, efficiencies and improved coordination of service delivery to the public could occur by combining the four districts into one.
- 5.3.2. Meet with each district, identify how each operates, and develop potential strategies for operating as one consolidated entity.
- 5.3.3. Evaluate what positive or negative impact might occur in the level of service to existing residents.
- 5.3.4. Develop a service delivery plan for the combined geographical area and residents of the four dependent districts.
- 5.3.5. Develop a consolidated Parks and Recreation impact fee collection and distribution program.
- 5.3.6. Identify any necessary Local Agency Formation Commission (LAFCo) procedures and requirements relative to potential district consolidation with a separate item for potential coordination with LAFCo.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one (1) **unbound** original plus six (6) copies in PDF format as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment A)

The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor. Failure to include the cover sheet in the proposal may disqualify the Contractor from the selection process.

6.2. Description of Services, Background and Staff – 60 points

6.2.1. Services

- a. Describe the approach you would take toward providing the requested services.
- b. Itemize the complete list of services to be provided, and propose a timeline for providing them.
- c. Note instances where services exceed the scope or detail offered in this RFP.
- d. Note instances where services do not meet the scope offered in this RFP.

- e. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

6.2.2. Background and Experience

- a. Describe your experience in providing services of the nature described in this RFP.
- b. Provide detailed and verifiable examples and references that substantiate your organization's experience in providing services to other public entities.
- c. Please describe any current, pending or past litigation (within the last 5 years) that the organization has been, is, or is expected to be a party to.

6.2.3. Staffing

- a. Identify the key personnel who would be directly involved in providing services. Describe their qualifications, relationship with the firm, the role they would play in this engagement, their experience (specifically with public sector clients), and their years of service with the firm.
- b. Describe the firm's organizational structure, identifying personnel who will be available as for project oversight and issue escalation as needed.

6.3. Proposed Costs – 40 points

- 6.3.1. Break out costs by category or item as presented in the description of services.
- 6.3.2. Provide a costing strategy that breaks out fixed and variable costs, if any.
- 6.3.3. Describe the cost basis for all variable charges (e.g. hourly rates for staff).
- 6.3.4. Describe the basis for cost adjustments on subsequent years in contract, if any, or for potential future contract extensions.

7. SELECTION PROCEDURES

Proposals will be evaluated on the criteria out lined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section, with a maximum possible score of 100 points.

After an initial review and evaluation of each of the proposals, the offeror(s) submitting the proposal(s) that, in the County's sole discretion, provides the best overall solution to the County's needs may be invited for interview prior to final selection, to further elaborate on their proposals. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

8. INQUIRIES

Direct all inquiries regarding the proposal process or proposal submissions to:

Pamela Mowry, Administrative Analyst
Nevada County Purchasing Department
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1692
Pamela.mowry@co.nevada.ca.us

ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor's Name _____

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____
(§3) **Contract Beginning Date:** _____ **Contract Termination Date:** _____
(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	_____	_____
(§7)	Automobile Liability (\$ 300,000) Personal Auto	_____	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8)	Worker's Compensation	_____	_____
(§9)	Errors and Omissions (\$1,000,000)	_____	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:** _____

Contact Person: _____ Contact Person: _____
() ()
e-mail: _____ e-mail: _____

Contractor is a: (check all that apply)
Corporation: _____ Calif., _____ Other, _____ LLC, _____ Non-profit
Partnership: _____ Calif., _____ Other, _____ LLP, _____ Limited
Person: _____ Individ., _____ DbA, _____ Ass'n _____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes _____ No
HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes _____ No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	_____	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	_____	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	_____

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating

(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall

be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date