Request for Proposals
For
Aviation Fuel Supply and Support Services
Date Issued: November 14, 2017
Proposal Submission Deadline:
Thursday, December 7, 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
   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 submission.
1. SUMMARY

The Nevada County Purchasing Agent, on behalf of the Nevada County Airport, hereinafter collectively referred to as "County," is requesting proposals from aviation gasoline and jet fuel refiners and refinery-authorized distributors of 100LL Avgas and Jet A fuels, to supply fuel and related dealer support services under a branded program as outlined herein, for the Nevada County Airport retail fuel sales operation.

It is the intent of the County to contract with a supplier to assure a continuing and reliable source of supply of aviation fuel. The needs described herein are those which may be termed immediate, usual and common to a well-supplied petroleum products supplier and are of a casual quantity.

The initial term of this contract shall be five (5) years, with five (5) one (1)-year options to renew. The five-year period shall begin on or about February 1, 2018.

The term "offeror" as used herein shall refer to providers 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 may be downloaded from http://www.mynevadacounty.com/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 diana.wilburn@co.nevada.ca.us indicating "Aviation Fuel Supply and Support Services - Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked "PROPOSAL – Aviation Fuel Supply and Support Services" and must include all elements described in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section of this RFP. One unbound, signed original proposal and one copy in PDF format must be submitted as directed on page 1 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.

Any amendment or addendum to this RFP is valid only if issued in writing by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publish RFP</td>
<td>November 14, 2017</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Wednesday, November 29, 2017 at 5:00 p.m.</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>Thursday, December 7, 2017 at 3:00 p.m.</td>
</tr>
<tr>
<td>Contract Approval (tentative)</td>
<td>December 2017</td>
</tr>
<tr>
<td>Services to Begin (tentative)</td>
<td>February 1, 2018</td>
</tr>
</tbody>
</table>

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. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: 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. Vendors 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 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, and may also be required to provide Errors and Omissions insurance, Professional Liability or Malpractice Insurance, and/or Product Liability Insurance, depending on the nature and risks associated with the goods and services provided. 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: 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. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as “PROPRIETARY.” 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. 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. 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. 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.

3.14. If the work to be performed is subject to the prevailing wage requirements of the California Labor Code, each contractor or subcontractor listed on the proposal must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Projects subject to the prevailing wage requirements are also subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. BACKGROUND

4.1. The Nevada County Airport (Airport) offers retail aviation fuel services for aircraft that operate at the Airport. The Airport owns a fuel storage and transfer system that consists of two 12,000-gallon above-ground Storage Tanks (AST). One tank stores 100 octane low-lead aviation gasoline, and the other tank stores Jet A jet fuel for turbine-engine and diesel-engine-powered aircraft. The Airport also operates a self-serve fuel island that is supplied by underground piping from the 12,000-gallon aviation gasoline AST. Three refueling trucks, staffed and operated by Nevada County Airport employees, are used to transfer fuel from the ASTs to aircraft.

4.2. The Grass Valley Air Attack Base, operated by CALFIRE and the US Forest Service, has four aircraft that are based at and operate from the Airport. These aircraft rely solely upon the fueling services of the Airport to maintain readiness for fire-fighting missions. Additional fire-fighting aircraft may be temporarily based and/or operated from the Airport and utilize the Airport’s fueling services.

4.3. The owners of the 141 general aviation aircraft that are based at the Airport purchase a majority of their fuel for local flights from the Airport fuel service operation.

4.4. There are two fixed-base operators at the Airport who purchase the majority of their fuel from the Airport’s fuel service operation.

5. DESCRIPTION OF SERVICES REQUIRED

5.1. It is the intent of these specifications to protect and assure to the County that the services, materials, equipment and programs provided will meet the County’s operational needs. The specifications are intended to be of a non-restrictive nature that will provide open and free competition among vendors.
5.2. **Fuel Specifications**

5.2.1. The fuel to be provided shall be Jet A Turbine Fuel meeting ASTM D 1655 latest revision and 100LL Aviation Gasoline Meeting ASTM D 910 latest revision.

5.2.2. The Airport does not presently offer pure unleaded Auto Fuel/MOGAS gasoline for use by aircraft designed to burn that fuel or that have an Auto Fuel/MOGAS gasoline Supplemental Type Certificate, but would be interested in that product offering if it is available.

5.2.3. Jet fuel must be supplied without anti-icing additive.

5.2.4. Vendor must have global recognition for its aviation fuel brand.

5.2.5. Vendor shall provide and maintain, at vendor’s expense, brand name and product signs, decals and windsocks.

5.3. **Purchase Quantities**

5.3.1. The quantities in this RFP are estimated quantities only, based on past consumption history, and are given as a basis for comparison of proposals only. The County does not guarantee a minimum or maximum quantity of any product to be purchased. The County reserves the right to increase or decrease quantities listed to meet the needs of the County during the period(s) of the contract. The vendor agrees to furnish 100LL Avgas and Jet A fuel on a quantity basis as required by the County.

5.3.2. The vendor agrees to maintain an adequate stock. The County reserves the right to evaluate a vendor’s potential ability to satisfy the requirements of the contract by inspection of facilities, by review of backup suppliers and any other meaningful analysis procedure deemed important by the Purchasing Agent.

5.3.3. The following table illustrates historical fuel purchases by the Airport, in gallons, based on a July 1 to June 30 fiscal year:

<table>
<thead>
<tr>
<th>Year</th>
<th>100LL Avgas</th>
<th></th>
<th>JET</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Purchases</td>
<td>Sales</td>
<td>Purchases</td>
<td>Sales</td>
</tr>
<tr>
<td>13/14</td>
<td>77,524</td>
<td>73,091</td>
<td>83,368</td>
<td>84,550</td>
</tr>
<tr>
<td>14/15</td>
<td>63,828</td>
<td>67,818</td>
<td>104,025</td>
<td>102,018</td>
</tr>
<tr>
<td>15/16</td>
<td>71,925</td>
<td>65,761</td>
<td>90,184</td>
<td>99,117</td>
</tr>
<tr>
<td>16/17</td>
<td>64,023</td>
<td>67,179</td>
<td>76,462</td>
<td>72,939</td>
</tr>
</tbody>
</table>

5.4. **Allocations**

In the event the vendor’s supply of awarded items is reduced for reasons beyond the vendor’s control to a level which prevents supply of the County’s requirements in full, the vendor agrees to supply the County no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the County reserves the right to cancel all or part of the contract without prejudice to either party, by giving the vendor thirty (30) days written notice.
5.5. **Pricing and Invoicing**

5.5.1. Fuel prices quoted in the proposal shall be that price effective on December 1, 2017. Prices shall include the cost of fuel and delivery to the Airport.

5.5.2. After award of contract, the vendor shall be required to provide, by email, all price change notices as they occur.

5.5.3. Deliveries shall be temperature corrected as applicable. Invoices and payments shall be for net gallons delivered.

5.5.4. The vendor shall render a Bill of Lading & Certificate of Analysis to the Airport at the time of delivery. The vendor is to obtain a signature from a County employee on the Certificate of Analysis to ensure all documentation and fuel specifications have been met.

5.6. **Ordering and Delivery**

5.6.1. Fuel vendor must provide ordering capability 24 hours a day, 7 days a week by live operator.

5.6.2. The vendor shall perform all deliveries to Airport facilities in a safe, professional manner. Vendor’s equipment shall be in good and safe working order and all personnel shall be trained annually in safety measures to preclude accidents and the endangering of County personnel and property.

5.6.3. Vendor shall have adequate and appropriate equipment for the delivery of the contracted goods.

5.6.4. Priority processing and diversion of fuel to meet the needs of the Grass Valley Air Attack Base and Nevada County Airport on a priority/emergency basis must be provided during aerial fire-fighting activities.

5.7. **Credit Card Program**

5.7.1. Vendor shall provide a comprehensive credit card program including a counter-top electronic point-of-sale device that accepts VISA, MC, AMEX, MSC, AVCARD, DESC, Air Card, etc.

5.7.2. The Airport prefers a credit card program with current hand-held digital technology and equipment that provides rapid and secure processing of credit card purchases at the aircraft. Mechanical-slide point-of-sale credit card imprinters and tickets are not preferred.

5.8. **Quality Control Training & Support**

Vendor shall provide the following Quality Control inspection, training and equipment support for airport staff and employees:

- a. Annual inspection of self-serve facility, above-ground storage tanks and infrastructure, refueling equipment and trucks, and on-site training by a regional technical representative employed by the vendor.

- b. Annual training that includes quality control training and equipment maintenance training.

- c. Training manuals.

- d. A list of all required testing equipment and on-site instructions of use.

5.9. **Refueling Equipment & Trucks**

5.9.1. Vendor shall provide the County with two (2) refueling trucks, as follows, that are fully serviceable, including fully readable and accurate tank volume gauges and instruments, and not older than 10 years from the date of manufacture as of the date of the proposal.
a. One (1) 100LL refueling truck that has a minimum 400-gallon and maximum 2,200-gallon capacity.
b. One (1) Jet A refueling truck that has a minimum 2,200-gallon and maximum 4,000-gallon capacity.

5.9.2. Both of the provided refueling trucks will have ownership title transferred to the County.
5.9.3. Vendor shall ensure that refueling equipment meets or exceeds industry standards.
5.9.4. Vendor shall pay for costs associated with the shipping of the trucks to Nevada County Airport, initial painting and imaging of refueling trucks, and the periodic repainting of refueling trucks, at no cost to the County.
5.9.5. Vendor shall warranty the two provided trucks for a period of not less than three (3) years, subject to normal wear and tear.
5.9.6. Current refueling trucks that are to be replaced are a 2,200-gallon 1987 Chevrolet Jet A refueling, and a 2,200-gallon 1991 Ford F700 100LL refueling.

5.10. Other Considerations & Incentives
The County welcomes proposals containing other considerations and incentives, such as but not limited to:

- Waiver of credit card processing fees for fuel sales to CALFIRE and USFS
- Standardized and/or reduced credit card processing charges
- Current digital technology for rapid and secure processing of credit card purchases at the point of sale.
- Technology upgrades at the self-serve facility.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS
Interested offerors shall submit one original copy of their proposal and one copy 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 B)
The cover sheet must be completed, and signed by an owner, corporate officer, or agent authorized by the Contractor.

6.2. Description of Products and Services—40 points
6.2.1. Fuel Services (provide the following for both 100LL Avgas and Jet A fuels)
   a. Specify the fuel brand name.
   b. Describe the fuel ordering process.
   c. Describe the fuel delivery process.
   d. Describe project identification and branding programs.
   e. Describe product integrity programs, training and manuals that will be provided.
6.2.2. Provide information on product and availability of ethanol-free, pure unleaded Auto Fuel/MOGAS gasoline for use by aircraft designed to burn unleaded Auto Fuel/MOGAS gasoline, or by those aircraft with an Auto Fuel/MOGAS gasoline Supplemental Type Certificate.
6.2.3. Point of Sale Services
   a. Describe credit card programs and applicable costs.
b. Describe point-of-sale and credit card imprinter equipment that will be provided, and applicable costs.

6.2.4. Refueling Equipment
a. Describe self-serve equipment and/or software to be provided and identify any cost to the County.
b. Provide a response to the County’s request to be provided two refueling trucks.
c. Describe your refueling truck loaner program and repair capabilities and identify any cost to the County.

6.3. Description of Pricing and Terms—30 points
a. Provide your price per gallon for 100LL Avgas and Jet A fuel at close of business on December 1, 2017.
b. Describe your pricing strategy. For example, are prices set with reference to OPIS?
c. Identify the three (3) airports closest to the Nevada County Airport with which you have a relationship to supply fuel for retail sales. Provide a history of 100LL Avgas and Jet-A prices charged to those airports for the previous six months. For each reference airport, provide a contact name, email address, and telephone number.
d. Describe the process by which fuel sales, cost of fuel, and applicable sales taxes will be reconciled, and electronic funds transfer will be accomplished to compensate the County for net fuel sale revenue, including any federal excise tax reimbursements.

6.4. Distributor Background, Experience, and Reputation—20 points
a. Provide a brief summary of your firm’s history and overall scope of products and services.
b. Provide information to substantiate your firm’s financial stability and capacity to perform as described in this RFP.
c. Identify the key personnel, and their qualifications, who would be assigned to the Nevada County Airport account.
d. Describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.

6.5. Other Considerations and/or Incentives—10 points
Describe any incentives or other factors that the County should take into consideration in evaluating your proposal.

7. SELECTION PROCEDURES
Proposals will be evaluated on the criteria outlined 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 offerors submitting the most highly rated proposals may be invited for interviews 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:

Diana Wilburn
Nevada County Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1766
Diana.wilburn@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: __________  Indiv., __________  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.

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.

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