COUNTY OF NEVADA
DEPARTMENT OF INFORMATION & GENERAL SERVICES
on behalf of the
Community Development Agency- Building Department

REQUEST FOR PROPOSALS

for

PROFESSIONAL PLAN REVIEW AND BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS

Release Date: March 19, 2018

Submittal Deadline: April 24, 2018
not later than 5:00 PM (Pacific)
# NEVADA COUNTY RFP

PROFESSIONAL PLAN REVIEW AND BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS

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## ATTACHMENTS

A. Required Statements  
B. Cost Proposal Form  
C. Draft Contract
1.0 INTRODUCTION

Nevada County is inviting proposals from qualified firms to provide professional plan review and building inspection services on an as needed basis in the county to ensure compliance with minimum housing, building and safety laws. The department is located in Nevada City, CA but services are provided throughout the unincorporated areas of the County (including Truckee), and the incorporated areas of Grass Valley and Nevada City. The Building Department serves as the lead department for project reviews and coordinates with other applicable County departments and agencies.

This RFP will result in the award of one or more contracts to be effective for an approximate one-year initial term with an option to renew the contract for two additional one-year periods, at the County’s discretion.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Desiree Belding
Nevada County Procurement
950 Maidu Avenue
Nevada City, CA 95959
Phone: (530) 265-1557
Email: desiree.belding@co.nevada.ca.us

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Procurement Services Division.

All addenda for this RFP will be distributed via Nevada County’s website:

http://www.mynevadacounty.com/nc/igs/purchasing.

It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.
2.0 **TENTATIVE SCHEDULE**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Deadline for Final Questions</td>
<td>April 17, 2018</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>April 24, 2018</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>April 25 ~ May 9, 2018</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>May 21, 2018</td>
</tr>
<tr>
<td>Contract approval by Board of Supervisors</td>
<td>June 2018</td>
</tr>
</tbody>
</table>

3.0 **BACKGROUND**

The Nevada County Building Department is responsible for the review, permitting and inspection of all building and development projects in the county to ensure compliance with minimum housing, building and safety laws. The department is located in Nevada City, CA but services are provided throughout the unincorporated areas of the County (including Truckee), and the incorporated areas of Grass Valley and Nevada City. The Building Department serves as the lead department for project reviews and coordinates with other applicable County departments and agencies.

The Building Department completes approximately 8,250 building inspections and 1,000 building plan reviews annually for residential, multi-family residential, commercial and industrial projects. Current plan review turn-around timeframes are two (2) weeks for minor projects and four (4) weeks for major projects from date of submittal (calendar days). The department currently provides next day building inspections at least 95 percent of the year. County staff provides general front counter customer service answering customer inquiries, code questions, and general project submittals and building inspection requests.

Current plan reviews and building inspections are completed per the most recent adopted version of the California Building Standards Codes for building, civil, electrical, plumbing, mechanical, fire protection, energy, disabled accessibility, green building standards, floodplain, wildland urban interface fire severity zones, and hazardous materials. Building Inspectors currently assist Code Compliance Officers with code compliance cases related to hazardous, substandard and unpermitted building projects.

Periodically the County experiences increased project submittals and building inspection requests. An important goal of the department is to provide timely, efficient and effective service so the county has recognized a need for third party assistance in plan review and building inspection services during these times.

In addition, the Building Department may have a need for additional Plans Examiners, Building Inspectors, a Building Official or Permit Technician to assist at the County facility due to special circumstances.

The County is seeking proposals from professional firms interested in providing plan review and building inspections services on an as-needed basis, and providing onsite staffing at the county facility should the need arise.
4.0 SCOPE OF SERVICES

4.1. For plan review, Contractor will perform multi-disciplinary plan review services including, but not limited to the following:

   a) Conduct initial plan review and all subsequent reviews for design integrity and code compliance with the adopted edition of the applicable California Building Codes, Part 1 through 12, Standards, State Housing Laws, local ordinances and appendices adopted by the County within timeframes specified by the County.

   b) Review plans for all types of fire protection systems, fire and life safety, and compliance with state and local hazardous materials regulations.

   c) Review structural calculations, soils reports, geotechnical, grading, onsite improvements, energy calculations/reports, disabled accessibility requirements, green building standards, County adopted ordinances and policies, and other project related information provided by the applicant or the County.

   d) Identify items needing clarification or correction to achieve compliance with applicable regulations, codes and standards, and provide a written report of these items, including referenced code sections. The reports completed shall be clear, concise and not contain a multitude of general notes that do not reflect conditions specific to the project.

   e) Coordinate the resolution of identified deficiencies with the applicant and County. Upon request by the County, shall attend any required meetings connected with the plan review or field inspection of the projects.

   f) The standard turnaround time for assigned plan reviews shall be ten (10) business days for initial review, and five (5) business days for rechecks. Expedited plan review for initial review and rechecks may be requested with a turnaround time of not more than (5) business days. Contractors shall pick up and deliver plans to the department unless alternate arrangements are approved by the Director of the Building Department.

   g) The Contractor shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council and who are provided with a reasonable degree of annual training in accordance with the requirements of AB 717 (California Health and Safety Code 18965 et seq). A California Registered Engineer or Licensed Architect employed by the Contractor shall review the portion of plans that involve engineering design and calculations. Plans Examiners shall have a minimum of three (3) years of plan review experience with a municipality or a private Contractor.

   h) Projects shall be assigned at the sole discretion of the Building Director or designee. The County may use its own employees and/or other independent Contractors to perform plan reviews in addition to any such work assigned to a Contractor. The volume of plan review is dependent upon economic conditions that are outside the control of the County. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to the Contractor within any given time period.

   i) In the course of the plan review process, the Contractor shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Building Director, and shall act in the interests of the County and the citizens of
Nevada County. Contractors shall provide no services for any private client within the unincorporated boundaries of the County during the contract period.

j) Contractor shall have a staff member that is a Certified Access Specialist (CASp) from the California Department of State Architect (DSA) with a minimum of three (3) years of disabled accessibility plan review experience. This staff member shall review any assigned projects that have aspects related to California disabled accessibility requirements.

k) The Building Director shall have the right of refusal of any staff member assigned by the Contractor. All staff members must have a commitment to efficiency and high standards of customer service.

l) The Contractor shall have the ability to complete plan review digitally using Adobe PDF and shall have staff with previous experience completing reviews digitally. The Contractor shall have the ability to securely transfer digital files without the use of email to the County with a minimum attachment size of 100MB.

m) It is highly desirable that Plans Examiners have experience working with projects in high elevations with structural snow loading requirements, cold weather utility requirements and steep slope grading requirements. It is also highly desirable that Plans Examiners have experience working with historical buildings, sites and elements.

n) It is highly desirable that Plans Examiners have experience working in rural County environments and communities.

o) It is highly desirable that Plans Examiners have experience reviewing storm water erosion control, drainage and best management practice requirement for large and small grading projects.

p) It is highly desirable to have additional plan review engineering staff with California Registration as a:
   - California Civil Engineer
   - California Structural Engineer
   - California Licensed Land Surveyor
   - California Electrical Engineer
   - California Architect
   - California Mechanical Engineer

q) It is highly desirable to have additional plan review staff with the following professional certifications:
   - Fire Plans Examiner
   - Structural Plans Examiner
   - Residential Plans Examiner
   - Commercial Fire Sprinkler Plans Examiner
   - Residential Fire Sprinkler Plans Examiner
   - Commercial Fire Alarm Plans Examiner
   - LEED
   - Electrical Plans Examiner
   - Plumbing Plans Examiner
   - Mechanical Plans Examiner
   - Green Building Plans Examiner
   - SAP Certified through the CA Office of Emergency Services
4.2. **For building inspections.** Contractors shall provide experienced and trained staff to supplement the County’s existing staff on an on-call, as-needed basis. The Contractor’s building inspection staff shall be certified by the International Code Council or other appropriate recognized organization in accordance with AB 717 and possess a minimum of three (3) years of building code enforcement experience with a municipality or a private municipal Contractor.

a) Contractor shall have a staff member that is a Certified Access Specialist (CASp) from the California Department of State Architect (DSA) with a minimum of three (3) years of disabled accessibility inspection experience. This staff member shall complete inspections for any assigned projects that have aspects related to California disabled accessibility requirements. This staff member shall complete CASp inspection services when requested by the County.

b) The Building Director shall have the right of refusal of any staff member assigned by the Contractor. All building inspection staff members must have a commitment to efficiency and high standards of customer service.

c) The Contractor inspection staff shall provide inspection services and assure that the construction meets the approved project plans and is in compliance with the latest adopted codes, policies and procedures. The Contractor shall be available to provide inspection services upon 48 hours’ notice. The Contractor shall be available during an emergency or natural disaster to assist the County with inspection services.

d) It is highly desirable that Building Inspectors have experience completing building and grading inspections for projects in high elevations with structural snow loading requirements, cold weather utility requirements and steep slope grading requirements. It is also highly desirable that Building Inspectors have experience completing building inspections on historical buildings, sites and elements.

e) It is highly desirable that Building Inspection staff have experience working in rural County environments and communities.

f) It is highly desirable that Building Inspection staff has experience inspecting storm water erosion control measures, drainage and best management practices for large and small grading projects.

g) It is highly desirable to have building inspection staff with the following professional certifications:
   - Commercial Building Inspector
   - Residential Building Inspector
   - Commercial/Residential Mechanical Inspector
   - Commercial/Residential Plumbing Inspector
   - Commercial/Residential Electrical Inspector
   - Fire Marshal
   - Fire Inspector
   - Green Building/LEED Inspector
   - Permit Technician
   - SAP Certified through the CA Office of Emergency Services

4.3. **Building Official;** Contractor shall have a certified Building Official on staff that has a minimum of five (5) years of building department administration, budgeting and personnel experience working with a municipality or a private municipal contractor.
The scope of services for this person shall be similar to the job description for a Building Director employed with Nevada County.

4.4. **Permit Technician**: Contractor shall have a certified Permit Technician on staff that has a minimum of two (2) years of building department permit processing and basic administration experience working with a municipality or a private municipal contractor. The scope of services for this person shall be similar to the job description for a Permit Processing Technician employed with Nevada County.

5.0 **ASSURANCE OF DESIGNATED STAFF**

Proposer shall assure that the designated staff, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County.

6.0 **GENERAL TERMS & CONDITIONS**

6.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Personal Services Contract, a draft of which is included as Attachment C.

6.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

6.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

6.4 **Non- Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

6.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

6.6 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects
fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

6.7 **Indemnification & Insurance Requirements.** The County’s standard indemnification and insurance requirements are provided in the draft contract, Attachment C. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County’s written request. Failure to provide the documents within the time stated may result in the rejection of the firm’s proposal.

6.8 **Protests and Appeals.** Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information & General Services. The protest shall be submitted in writing to the Director of Information & General Services within seven (7) business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 **PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

7.1 **Cover Letter** with the following information:

- **Title** of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- **Contact** person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals’ failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

7.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
• Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

• Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

• Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

7.3 **TAB A: Firm’s Qualifications** – Describe the firm and provide a statement of the firm’s qualifications for performing requested consulting services. Identify the services which would be completed by your firm’s staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm’s staff. Include the Firm’s Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.

7.4 **TAB B: Services** -
   a. Itemize the complete list of services to be provided.
   b. Note instances where services exceed the scope or detail offered in this proposal.
   c. Note instances where services do not meet the scope offered in this proposal.
   d. Describe how continual staff development and training is provided.
   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.

7.5 **TAB B: Experience and References** –
   a. Provide examples and references that substantiate your (organization’s) experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable. Provide at least three (3) references, preferably of California County Building Departments and/or Community Development Agencies for which you have provided the services requested in this RFP. Include the name, email, and telephone number of contact persons.
   b. Provide ten (10) references of commercial, industrial, residential and grading projects that you have completed plan review and building inspections on in the last five (5) years.
   c. Please 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.

7.6 **TAB C: Qualifications of Team** –
   a. Provide names, resumes and qualifications of key employees to be assigned to this work.
   b. Provide a staffing plan for meeting the requirements.
   c. Provide other relevant information that can aid County in its selection process.
d. Provide an itemized list of all municipalities, agencies and businesses you are currently contracted with for building plan review, inspection and administration services.

7.7 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants.

7.8 **TAB E: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return Attachment A.

A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda *(reference the addenda by date and/or number).*

B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer’s statement, but will make its own determination as to what will be released. County will then notify the submitting firm of its determination, and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.

C. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per Section 5.0)

D. Include a statement which declares there is no Conflict of Interest (per Section 7.5)

E. Provide a statement attesting there has been no Collusion (see Section 7.6)

F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract *(Section 7.7).* (Please note that actual Certificates of Insurance are not required as part of your submittal.)

G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29

7.9 **TAB F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract *(Attachment C).* The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.

7.10 **Cost Proposal** – Cost Proposals must be submitted with your proposal.

When preparing your Cost Proposal, use the form provided in Attachment B and provide the proposed costs for each category specified.

*All cost proposals shall be signed and dated per Section 7.2 above.*
8.0 SUBMITTAL INSTRUCTIONS
8.1 Your submittal package must include the following:

- Four (4) printed copies of your proposal
- 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.

Failure to provide both the hard copies and electronic copy may deem your proposal to be considered non-responsive.

8.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

8.3 Proposals must be submitted ONLY to:

Nevada County Dept. of Information & General Services
Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959

8.4 Faxed proposals shall not be accepted.

8.5 The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.

8.6 Late submittals will not be accepted or considered.

8.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

8.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.

8.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

8.10 All costs associated with proposal preparation shall be borne by the offeror.

8.11 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.
9.0 EVALUATION CRITERIA

9.1 Evaluation of Written Proposals – Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified firm(s).

<table>
<thead>
<tr>
<th>Evaluation Criteria – Written Proposals</th>
<th>Maximum Points Possible</th>
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<tbody>
<tr>
<td>A. Experience and qualifications of firm (per Sections 7.3 and 7.5)</td>
<td>25</td>
</tr>
<tr>
<td>B. Experience and qualifications of proposed staff (per Section 7.6)</td>
<td>30</td>
</tr>
<tr>
<td>C. Understanding of the project – Proposed Project Plan (per Section 7.4 and 7.7)</td>
<td>25</td>
</tr>
<tr>
<td>D. Proposed Cost (per Section 7.10)</td>
<td>20</td>
</tr>
</tbody>
</table>

**Total Possible Points:** 100

Nevada County’s Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

10.0 SELECTION PROCEDURE

10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria.

10.2 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

10.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

10.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

10.5 The County will notify all proposers whether or not they are selected for the subject work. Email is the County’s preferred method of communication for all stages of the RFP process.
REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the “Required Statements” section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (list the addenda by date and/or number):

---------------------------------------------------------------

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

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---------------------------------------------------------------

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be
employed in the performance of such contract without immediate divulgence of such fact to the County.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County’s written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:
• is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
• has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
• does not have a proposed debarment pending; and
• has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

________________________________________________________________________________________________________________________________________________________

Exceptions will not necessarily result in denial of award, but will be considered in determining the firm’s responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.
COST PROPOSAL FORM

INSTRUCTIONS: Using this form, provide a total cost proposal for all services to be delivered. Include a schedule of hourly rates for all proposed staff and define any reimbursable expenses requested to be paid by the County.

All cost proposals shall be signed and dated per Section 7.2 of this RFP and shall be submitted in a separate sealed envelope or package.

<table>
<thead>
<tr>
<th>Fee structure for plan review</th>
<th>COST</th>
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<tbody>
<tr>
<td>Indicate the fee as a percentage of the County’s collected plan review fee of a first time review and on recheck. This fee should include shipping and courier service.</td>
<td>$</td>
</tr>
<tr>
<td>Indicate the fee as a percentage of the County’s collected plan review separated into a full review (architectural, utilities, grading, disabled access, structural, etc.) and a structural only review.</td>
<td></td>
</tr>
<tr>
<td>Indicate fee to provide expedited plan review processing, consisting of a first time review and on recheck with a turn-around time of not more than five (5) days.</td>
<td></td>
</tr>
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<td>Indicate fee to provide expedited plan review processing, consisting of a first time review and on recheck with a turn-around time of not more than five (5) days.</td>
<td></td>
</tr>
</tbody>
</table>

**FEE SCHEDULE:** Provide the hourly billing rates for each of the following personnel categories. If an additional charge will be assessed for mileage, indicate the charge per mile. Otherwise this rate should be all inclusive for each of the respective job classifications:

| COST |
| Certified Building Inspector |
| Certified Building Official |
| Certified Permit Inspector |
| Plans Examiner |
| Certified Access Specialist (CASp) |
| Permit Technician |
| Certified Building Inspector |

Name of Firm: ____________________________

Authorized Signature: ____________________

Printed Name and Title: ____________________

Date: ____________________
PERSONAL SERVICES CONTRACT (DRAFT)
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: 00/00/0000  Contract Termination Date: 00/00/0000

($4) Liquidated Damages: __________

INSURANCE POLICIES

Designate all required policies: Req’d  Not Req’d

($6) Commercial General Liability ($1,000,000)  X

($7) Automobile Liability

- $300,000) Personal Auto  X  X
- ($1,000,000) Business Rated  X  X
- ($1,000,000) Commercial Policy  X  X

($8) Worker’s Compensation  X

($9) Errors and Omissions ($1,000,000)  X  X

LICENSES

Designate all required licenses:

($14)

NOTICE & IDENTIFICATION

($26) Contractor: County of Nevada:

950 Maidu Avenue
Nevada City, California  95959

Contact Person: Contact Person:

(               )  ( 530 ) 265-

e-mail: e-mail:

Org Code:

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC, Non-profit
- Partnership: Californ., 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.

**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. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

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.
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.
**COVER SHEET**

<table>
<thead>
<tr>
<th>Name of Person, Business or Organization:</th>
</tr>
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<tbody>
<tr>
<td><strong>Type of Entity</strong>: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)</td>
</tr>
<tr>
<td>Federal Tax ID Number:</td>
</tr>
<tr>
<td>Contact Person – Name</td>
</tr>
<tr>
<td>Contact Person – Address</td>
</tr>
<tr>
<td>Contact Person – Phone Number (s)</td>
</tr>
<tr>
<td>Contact Person – e-mail address</td>
</tr>
</tbody>
</table>

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

________________________________________________________________________________________

**THE FOLLOWING EXHIBITS WILL BE NEGOTIATED, BASED ON THIS RFP AND CONSULTANT’S PROPOSAL**

**Exhibits**
A. Scope of Services
B. Payment for Services Rendered
C. Facilities, Equipment and Other Obligations of County