



RESOLUTION No. 18-196

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION DIRECTING THE PURCHASING AGENT TO ISSUE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR THE NEVADA COUNTY FACILITIES ADA (AMERICANS WITH DISABILITIES ACT) SELF EVALUATION AND TRANSITION PLAN

WHEREAS, the County of Nevada desires to provide all citizens with easy and safe access to County facilities; and

WHEREAS, a comprehensive Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan is required to enable Nevada County to fulfill this expectation and to bring the County into compliance with current ADA laws and regulations; and

WHEREAS, funding for these services has been included and will be paid out of the Facilities Management Fiscal Year 2018-19 budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors directs the Purchasing Agent to issue a Request for Qualifications for the Nevada County Facilities ADA Self Evaluation and Transition Plan.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of May, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

5/22/2018 cc: Facilities*
AC*
Purchasing*

County of Nevada
IGS - Purchasing Division



Request for Qualifications
For

Nevada County Facilities ADA Self Evaluation and Transition Plan

Issued: Tuesday, May 22, 2018

SOQ Submission Deadline:
Tuesday June 19, 2018, 2:30 p.m. Pacific Time

Pre-SOQ Conference
Friday, June 01, 2018 10:00 a.m.
at

Eric Rood Administrative Center
950 Maidu Avenue, Nevada City, CA 95959
Providence Room B

SOQ Submission Instructions:

1. Submit one original and (3) hard copies of complete SOQ 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 SOQ, in PDF format to: submit.proposal@m1.nevcounty.net

Note: This email address is to be used only for SOQ submission.



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1. SUMMARY

The Nevada County Purchasing Agent, on behalf of Nevada County Facilities Management, hereinafter collectively referred to as "County", is requesting Statements of Qualification (SOQ) from all interested providers for a **Nevada County Facilities ADA Self Evaluation and Transition Plan**.

The term "offeror" as used herein shall refer to providers submitting SOQ in response to this Request for SOQs (RFQ). 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 RFQ.

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 sandy.balzer@co.nevada.ca.us indicating "Nevada County Facilities ADA Self Evaluation and Transition Plan" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1747.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked "SOQ – "Nevada County Facilities ADA Self Evaluation and Transition Plan" and must include all elements described in the SOQ CONTENT AND FORMAT REQUIREMENTS section of this RFQ. One unbound, signed original SOQ 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 RFQ. The County will not be responsible for SOQs delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late SOQs.

A pre-SOQ conference will be held at the Eric Rood Administrative Center at the date and time listed in the CONTRACT AWARD SCHEDULE. Attendance at this conference is not required. Questions and answers discussed at the conference will be documented and delivered to all potential offerors who have registered as described above.

Questions or requests for clarification of this Request for Qualifications must be submitted in writing no later than the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFQ. 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 RFQ is valid only if issued in writing by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

Publish RFQ	May 22, 2018
Pre Proposal Conference	June 1, 2018, Friday at 10:00 a.m.
Deadline for Questions	June 4, 2018, Monday at 3:00 p.m.
SOQ Submission Deadline	June 19, 2018, Tuesday at 2:30 p.m.
Interviews if requested	July 9 – 20, 2018
Contract Approval (tentative)	Week of August 14, 2018
Final Report from Contractor Due	May 30, 2019

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 SOQ(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 RFQ 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 RFQ 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 from the County and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. **Vendors may submit alternate SOQs.** Alternate SOQs 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 SOQs, 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 SOQs; and to accept the SOQ(s) that appear(s) to be in the best interest of the County of Nevada.** In determining and evaluating the SOQs, 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 RFQs 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 RFQ. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected vendor(s). Portions of this RFQ and the vendor's SOQ 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 depending on the nature and risks associated with the 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 RFQ, 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 SOQ 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 SOQ 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 SOQ as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the SOQ 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 SOQ as possible.

3.14. 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.

- 3.15. 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
- 3.16. 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.

4. BACKGROUND

- 4.1.** The last County ADA survey was completed by the FREED Center for Independent Living in 2008. With the implementation of Certified Accessibility Standards Specialist (CASp) requirements and changes in the ADA laws the County wants to obtain a comprehensive ADA assessment and transition plan for all facilities listed in 4.2.
- 4.2.** The following are County facilities to be surveyed: The square footages shown are the approximate size of the buildings.

1) Airport Hangar	13308 Nevada City Ave, Grass Valley, CA	9,600 SF
2) Airport Terminal	13059 John Bauer Ave, Grass Valley, Ca	2,992 SF
3) Animal Shelter	14647 Mc Courtney Rd, Grass Valley, Ca	3,924 SF
4) Animal Shelter Modular	14679 Mc Courtney Rd, Grass Valley, Ca	2,160 SF
5) Bost House	145 Bost Ave, Grass Valley, CA	4,650 SF
6) Carl F. Bryan II Juvenile Hall	15434 Highway 49, Nevada City, Ca	25,845 SF
7) Corp Yard (New)	12350 LaBarr Meadows Rd, Grass Valley, Ca	29,400 SF
8) Crown Point Facility	500 Crown Point Circle, Grass Valley, Ca	22,400 SF
9) Courthouse	201 Church St, Nevada City, Ca	28,792 SF
10) Courthouse Annex	201 Church St, Nevada City, Ca	40,024 SF
11) Crisis Stabilization Unit	145 Glasson Way, Grass Valley, Ca	2,160 SF
12) District Attorney Building	201 Commercial St, Nevada City, Ca	8,175 SF
13) Eric Rood Admin Center	950 Maidu Ave, Nevada City, Ca	103,400 SF
14) Facility Service Center	10014 N. Bloomfield Rd, Nevada City, Ca	3,370 SF
15) GV Library	207 Mill St, Grass Valley, Ca	5,961 SF
16) GV Veterans Bldg	255 S. Auburn St, Grass Valley, Ca	28,908 SF
17) Helling Library	980 Helling Way, Nevada City, Ca	16,709 SF
18) Laura Wilcox Memorial	208 Sutton Way, Grass Valley, Ca	5,939 SF
19) Lake of the Pines WWTP	10984 Riata Way, Auburn, CA	3000 SF
20) Lake Wildwood WWTP	12622 Pleasant Valley Rd, Penn Valley, Ca	3000 SF
21) Loma Rica records Storage	12548 Loma Rica Dr, Grass Valley, CA	
22) Mc Courtney Rd Transfer Station	14741 Wolf Mt Rd, Grass Valley, CA	3,000 SF

23) NC Library	211 N. Pine St, Nevada City, Ca	5,466 SF
24) NC Veterans Bldg	415 N. Pine St, Nevada City, Ca	6,566 SF
25) Odyssey House	10066 N Bloomfield Rd, Nevada City, Ca	2,998 SF
26) North Pine Building	109 ½ Pine St, Nevada City, Ca	13,686 SF
27) Sheriff's Property Unit	15076 Highway 49, Nevada City, Ca	5,905 SF
28) Tobiassen Park	15159 Wet Hill Rd, Nevada City, Ca	100 SF
29) Truckee Gov't Center	10879 Donner Pass Rd, Truckee, Ca	6,478 SF
30) Truckee Joseph Building	10075 Levone Ave, Truckee, Ca	23,732 SF
31) Truckee Library	10031 Levone Ave, Truckee, CA	4,564 SF
32) Wayne Brown Correctional Facility	925 Maidu Ave, Nevada City, Ca	69,086 SF
LEASED PROPERTIES		
1) Library satellite	Bear River High School	5,304 SF
2) Library satellite	11336 Pleasant Valley Rd, Penn Valley, Ca	1,365 SF
3) Sheriff satellite	10556 Combie Rd, Auburn, Ca	170 SF
4) Sheriff satellite	18847 Oak Tree Rd, North San Juan, Ca	225 SF
5) Sheriff satellite	17404 Penn Valley Rd, Penn Valley, Ca	450 SF
6) Brighton Greens	988 McCourtney Road , Grass Valley, CA	20,000 SF

5. DESCRIPTION OF SERVICES REQUIRED

The County of Nevada Facilities Management division is soliciting SOQs from qualified firms to compile and implement a comprehensive ADA Self-Evaluation and Transition Plan for County facilities, parks, parking lots, interior and exterior paths of travel, ramps, doors, counters, restrooms, signage, sidewalks and other items and elements in accordance with ADA Standards and the California Building Code. This will include facilities used for administration, libraries, jails, airport, animal shelters etc.

This Request for SOQs (RFQ) seeks to secure the most qualified Contractor to perform field investigations within County facilities in order to identify obstacles limiting accessibility, describe methods to improve accessibility and specify a schedule for achieving ADA compliance.

The selected Contractor shall have at least five (5) years of documented experience developing comprehensive ADA Self-Evaluation and Transition Plans for other County facilities using all Federal and State accessibility regulations, correctional facilities regulations, public agency provided services, programs and activities requirements, and shall have experience in preparing accessibility survey and evaluation reports for Title II entities.

It is required that inspections shall be completed or reviewed by a qualified Certified Access Specialist (CAsp) and the final survey and transition plan be signed by a CAsp professional.

Scope will include:

- 5.1. Development of an ADA Self Evaluation and Transition Plan for County facilities listed in 4.2. In developing the transition plan Contractor will be working with County Facilities staff and other departmental staff as needed, to develop a schedule and budget for the improvements.
- 5.2. A typical plan shall include information for each deficiency, including facility name, location, deficiency description, pictures, code requirement description, code section, graphic, drawing, and remedy if known as required to provide a comprehensive plan that will be self-contained, in a digital or web based user friendly format including four (4) printed versions of the report.

- 5.3. The Contractor shall develop any procedures and forms needed to conduct the Self-Evaluation and Transition Plan.
- 5.4. The County will provide the latest AutoCAD LT drawing available of floor plans and plot plans but will not guarantee accuracy.
- 5.5. The Contractor shall assist with developing the method for collecting and managing Public Input.
- 5.6. The Contractor shall review and evaluate current County policies, programs, and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include County policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.
- 5.7. The Contractor shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review, public input and County staff guidance. The Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including, but not limited to the following:
 - 5.7.1. Methodology for the self-evaluation of existing barriers to accessibility
 - 5.7.2. Summary of the findings of the self-evaluation of facilities, policies, programs, and practices
 - 5.7.3. Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
 - 5.7.4. Cost estimates of remediation measures
 - 5.7.5. Implementation schedule that includes milestones or measures of achievement for monitoring implementation
 - 5.7.6. Procedure for periodically reviewing and updating the Transition Plan
- 5.8. Project Database – The Contractor shall develop a database for the ADA Transition Plan using County-approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by County Staff. The database shall correlate all components of the transition plan including but not limited to Compliance and Facility reports, Facility Diagrams, Transition Plans, reference drawings, standard drawings, and photographs. The database shall be the property of the County of Nevada and can be maintained by the contractor for a pre-determined fee when the ADA Transition Plan compilation is complete. The data base shall be accessible to the County at all times and the County shall have the ability to update fields when facility upgrades are completed.
- 5.9. The Contractor shall plan to attend a minimum of three (3) meetings with County staff. A kick-off meeting, interim progress meeting and a final completion meeting shall be held in addition to any required site visits and County staff meetings needed for self-evaluation investigations and document research. The Contractor shall also plan to attend and present the ADA Transition Plan to the County Board of Supervisors at a public meeting.
- 5.10. The Contractor shall propose and lead a process for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The process may include surveys, workshops, or other outreach methods as proposed by the Consultant.
- 5.11. The County seeks to have a final ADA Transition Plan completed in nine (9) months from issuance of the Notice to Proceed. If the Contractor deems this unreasonable based on prior experience, a suitable completion date shall be clearly identified and an explanation given as to why the preferred completion date would be unrealistic.

General Requirements

6. SOQ CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one (1) original and three (3) copies of their SOQ and one copy in PDF format as directed on Page 1 of this RFQ.

SOQs 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)

- 6.1.1 Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including the agency's legal name, type of entity, and Federal Tax ID #.
- 6.1.2 The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.2 Introductory Letter

A description of the firm and a statement of the firm's qualifications for performing the requested consulting services and years in business. Indicate any specialized expertise relevant to the project and discuss the firm's in-house abilities and commitment to delivering the project within a timely manner. Provide a narrative of your firm's typical approach to a project as described in the scope of services and describe what considerations should be taken into account to produce a comprehensive final document. Describe your firm's past record on controlling costs, maintaining quality of work and following established schedules.

6.3 Qualifications and Experience

A summary of the qualifications/experience of key personnel who will be involved in the project, their roles and responsibilities, length of service with the firm and experience in similar projects. An organization chart of the staff available for the project and full resumes of key personnel should be provided. Availability and involvement of team members holding certification as Certified Access Specialist shall be clearly indicated.

6.4 Project Approach

Submit a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services by the preferred completion date.

6.5 References

List of three references to include: Contact, agency, address, phone number, description of project, and date completed.

Describe your experience working with adult and juvenile detention facilities.

A description of at least three projects of similar scope or complexity completed by the Contractor within the past three (3) years. One of these projects will be a California Correctional Facility. Provide the completed cost of each project and the estimated cost prior to contracting. Provide a current reference for each of the projects described. Identify key personnel who participated in each project and describe their roles.

- 6.6 Include one (1) completed Self Evaluation and Transition plan as an example of work performed.

6.7 Cost Information

Pricing Information in Attachment C will be requested only of firms shortlisted for interview. Include a cost for each one of the facilities listed in 4.2. Provide a separate cost for the proposed Project Data Base. County reserves the right to select which facilities in Section 4.2 they want to have a survey and transition plan performed on.

7. 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).

<u>Evaluation Criteria – Written Proposals</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and references (per Sections 6.3 and Section 6.5)	40
B. Understanding of the project – Proposed Project Plan (per Section 6.4)	30
C. Quality of example of Self Evaluation and Transition Plans provided (per Section 6.6)	30
Total Possible Points:	100

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

Interviews – The following evaluation criteria and rating points will be used to determine the most highly qualified firm(s) following interviews (if held).

<u>Evaluation Criteria - Interviews</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm	20
B. Experience and qualifications of proposed staff	20
C. Contractor’s Understanding of the project – Proposed Project Plan	20
D. Contractor’s response to the Interview	20
E. Proposed Cost (per Section 7.8)	20
Total Possible Points:	100

8. SELECTION PROCEDURES

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

After an initial review and evaluation of each of the SOQs, the offerors submitting the most highly rated SOQs may be invited for interviews prior to final selection, to further elaborate on their SOQs. The County

reserves the right to award a contract without holding interviews, in the event the written SOQs 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.

9. INQUIRIES

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

Sandy Balzer
Nevada County Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959
(530) 265- 1747

Sandy.Balzer@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) **Nevada County Facilities ADA Self Evaluation and Transition Plan**

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)	<u>X</u>	_____
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u>X</u>	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8)	Worker's Compensation	<u>X</u>	_____
(§9)	Errors and Omissions (\$1,000,000)	_____	<u>X</u>

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: _____ 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.

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 SOQ 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 County, 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.

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 RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

ATTACHMENT C: COST SHEET
To be Submitted at Interview if Shortlisted

Location	Address	Square Footage	Cost
1) Airport Hangar	13308 Nevada City Ave, Grass Valley, CA	9,600 SF	
2) Airport Terminal	13059 John Bauer Ave, Grass Valley, Ca	2,992 SF	
3) Animal Shelter	14647 Mc Courtney Rd, Grass Valley, Ca	3,924 SF	
4) Animal Shelter Modular	14679 Mc Courtney Rd, Grass Valley, Ca	2,160 SF	
5) Bost House	145 Bost Ave, Grass Valley, CA	4,650 SF	
6) Carl F. Bryan II Juvenile Hall	15434 Highway 49, Nevada City, Ca	25,845 SF	
7) Corp Yard (New)	12350 LaBarr Meadows Rd, Grass Valley, Ca	29,400 SF	
8) Crown Point Facility	500 Crown Point Circle, Grass Valley, Ca	22,400 SF	
9) Courthouse	201 Church St, Nevada City, Ca	28,792 SF	
10) Courthouse Annex	201 Church St, Nevada City, Ca	40,024 SF	
11) Crisis Stabilization Unit	145 Glasson Way, Grass Valley, Ca	2,160 SF	
12) District Attorney Building	201 Commercial St, Nevada City, Ca	8,175 SF	
13) Eric Rood Admin Center	950 Maidu Ave, Nevada City, Ca	103,400 SF	
14) Facility Service Center	10014 N. Bloomfield Rd, Nevada City, Ca	3,370 SF	
15) GV Library	207 Mill St, Grass Valley, Ca	5,961 SF	
16) GV Veterans Bldg	255 S. Auburn St, Grass Valley, Ca	28,908 SF	
17) Helling Library	980 Helling Way, Nevada City, Ca	16,709 SF	
18) Laura Wilcox Memorial	208 Sutton Way, Grass Valley, Ca	5,939 SF	
19) Lake of the Pines WWTP	10984 Riata Way, Auburn, CA	3000 SF	
20) Lake Wildwood WWTP	12622 Pleasant Valley Rd, Penn Valley, Ca	3000 SF	
21) Loma Rica records Storage	12548 Loma Rica Dr, Grass Valley, CA		

22) Mc Courtney Rd Transfer Station	14741 Wolf Mt Rd, Grass Valley, CA	3,000 SF	
23) NC Library	211 N. Pine St, Nevada City, Ca	5,466 SF	
24) NC Veterans Bldg	415 N. Pine St, Nevada City, Ca	6,566 SF	
25) Odyssey House	10066 N Bloomfield Rd, Nevada City, Ca	2,998 SF	
26) North Pine Building	109 ½ Pine St, Nevada City, Ca	13,686 SF	
27) Sheriff's Property Unit	15076 Highway 49, Nevada City, Ca	5,905 SF	
28) Tobiassen Park	15159 Wet Hill Rd, Nevada City, Ca	100 SF	
29) Truckee Gov't Center	10879 Donner Pass Rd, Truckee, Ca	6,478 SF	
30) Truckee Joseph Building	10075 Levone Ave, Truckee, Ca	23,732 SF	
31) Truckee Library	10031 Levone Ave, Truckee, CA	4,564 SF	
32) Wayne Brown Correctional Facility	925 Maidu Ave, Nevada City, Ca	69,086 SF	
LEASED PROPERTIES			
1) Library satellite	Bear River High School	5,304 SF	
2) Library satellite	11336 Pleasant Valley Rd, Penn Valley, Ca	1,365 SF	
3) Sheriff satellite	10556 Combie Rd, Auburn, Ca	170 SF	
4) Sheriff satellite	18847 Oak Tree Rd, North San Juan, Ca	225 SF	
5) Sheriff satellite	17404 Penn Valley Rd, Penn Valley, Ca	450 SF	
6) Brighton Greens	988 McCourtney Road , Grass Valley, CA	20,000 SF	
		TOTAL LUMP SUM	

PROJECT DATA BASE TOTAL LUMP SUM	
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