

County of Nevada
IGS - Purchasing Division



Request for Qualifications
For

ARCHITECTURAL ENGINEERING SERVICES

Date Issued 12/11/18

**Proposal Submission Deadline:
January 17, 2019 by 5:00 p.m. Pacific Time**

SOQ Submission Instructions:

1. Submit (4) hard copies (1 original & 3 copies) of complete proposal 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
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

AND

2. Submit one (1) copy of complete SOQ, 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 Division, on behalf of the Facilities Management, hereinafter collectively referred to as “County”, is requesting Statements of Qualification (SOQ) from all interested providers of professional architectural and engineering services. Service fees will not exceed \$50K on any given Project and may or may not require a single design discipline or a lead firm with sub-consultants however the budget for combined consultant team will not exceed a \$50K fee maximum per Project.

The term “offeror” as used herein shall refer to providers submitting a SOQ in response to this Request for Qualifications (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 go to: <http://www.publicpurchase.com/gems/Nevadacounty.ca/buyer/public/home> for assistance registering, please call Desiree Belding, Deputy Purchasing Agent at 530-265-1557.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ for ARCHITECTURAL ENGINEERING SERVICES” and must include all elements described in the **SOQ CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One (1) original and three (3) copies of your proposal as well an electronic version 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 a SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

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.

This RFQ 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.

2. TENTATIVE CONTRACT AWARD SCHEDULE

Deadline for Questions	Thursday January 10, 2019 at 5:00 p.m.
SOQ Submission Deadline	Thursday, January 17, 2019 at 5:00 p.m.
Board Approval (tentative)	Tuesday, February 26, 2019
Services to Begin (tentative)	March 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. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA)): 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 and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. Costs will not be considered in evaluating a SOQ for "On Call Services".
- 3.10. Nevada County reserves the right to:
 - Request clarification of any submitted information;
 - Set aside a SOQ for any irregularity including but not limited to missing 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 a similar RFQ in the future.

- 3.11. Qualified offerors must be prepared to enter into the County's standard 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 offeror(s). Portions of this RFQ and the offeror's SOQ may be made part of any resultant Contract and incorporated in the Contract. By submitting a SOQ in response to this RFQ, the Offeror certifies that no exceptions are taken to the form of the sample contract presented in Attachment A or to the provisions thereof, unless such exceptions are fully disclosed in Offeror's SOQ. Offerors that take exception to the County's standard terms and conditions do so at the risk that their SOQ may be declared to be nonresponsive and not considered for contract award.
- 3.12. 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, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. 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.
- 3.13. Pursuant to the County's Green Procurement and Sustainable Practices Policy, each offeror is requested to use recycled products and sustainable practices whenever possible in preparing its SOQ, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
- 3.14. 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.
- 3.15. 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 proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the SOQ as possible.

4. BACKGROUND

The intent of this RFQ is to help the County establish a -qualified, multi-discipline list of design professionals interested in working with the County on specific Projects as prequalified providers. The County is looking for design and engineering firms within the following disciplines, including but not limited to; ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL ENGINEERING.

Selected firms may be asked to propose on various county projects with budgeted design fees of less than \$50,000. All projects are located within Nevada County.

County facilities are continually met with stakeholder requests for urgent and other planned construction and renovation Projects. Many of these Projects are of limited scope but requiring any combination of design professional(s) to address and process.

5. DESCRIPTION OF SERVICES REQUIRED

- 5.1 Meet with the County and evaluate the Project to determine existing conditions, and work with County staff to develop and complete a project that is functional and cost effective for the operation of the facility.
- 5.2 Develop construction drawings and specifications as needed in sufficient detail to allow for a successful Public Works competitive bidding process and construction if required. All specifications will be in an AIA format or equal. All design, drawings and specifications will meet all current codes as well as anticipated codes to be in effect prior to start of construction. Retain the services of other qualified professionals (e.g., engineers) as necessary to develop the plans, specifications and construction drawings.
- 5.3 Before submission to the Building Department, after issuance of building permits and upon completion (as-built) of the renovation project, provide two complete sets of drawings and a PDF compatible with AutoCAD Lt.
- 5.4 Services during the bid process and construction shall be charged on a time and materials basis not to exceed the contractual maximum total cost. The County will not reimburse for travel, mileage or meals.
- 5.5 Provide a preliminary construction cost estimate and construction schedule based on developed design.

6. ASSIGNMENT OF WORK

- 6.1 Individual assignments will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the Consultants approved for the Qualified List depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload, ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.
- 6.2 Consultant(s) will typically be required to provide, at minimum: a proposed scope of work, detailed fee and time schedule, and designated staff to be used. The fee schedule submitted in the proposal or task sheet shall be the same as the fees included in the Consultant's original proposal submittal.
- 6.3 The County may opt to assign specific projects to a firm based on the informal proposal process described in Sections 8.1 and 8.2 above. Upon selection of the awarded firm, Consultant shall sign the County's standard contract, and will be required to provide evidence of insurance for the coverage specified in the contract. The actual scope of work and fee schedule for the specific project will be negotiated and included in the contract, in accordance with the fee schedule provided by consultant in response to this RFQ.
- 6.4 Consultants that fail to respond three or more times to the County's requests for informal proposals may be removed from the Qualified List at the discretion of the County.
- 6.5 The County makes no specific guarantee of a minimum or maximum number of hours or amount of services, which shall be required of any single Consultant. In addition, the inclusion of any Consultant on any Qualified List shall in no way be considered an exclusive agreement to provide service for the County.

7. ASSURANCE OF DESIGNATED STAFF

Proposers shall assure that the designated staff, including subcontractors, is used for the work described in this RFQ. Departure or reassignment of, or substitutions for, any member of the designated team or subcontractor(s) shall not be made without the prior written approval of the County.

8. SOQ CONTENT AND FORMAT REQUIREMENTS

Each response to this RFQ 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 RFQ. 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

8.1 Cover Sheet (Attachment B)

Provide the full legal name of the Contractor who will execute the contract. Provide all requested information concerning the firm, including: the firm's legal name, type of entity, and Federal Tax ID #.

8.2 **TAB A: Project Approach** - Describe the general approach you would use in providing services for a County project. Include the, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County. Describe how you would utilize local suppliers or contractors in performing your work when appropriate.

8.3 **TAB B: Organization Chart** - Provide a typical organization chart of a proposed team for similar limited projects. Identify the architect/planner and potential sub consultants. The chart should show a typical team, the organizational structure of the team, the scope of services provided by each team member and the names of key personnel. Include limited specialty sub-consultants that you might expect to use on this type of county project. Also, include a brief description of experience that this team has had working together on previous projects.

8.4 **TAB C: Firm Description** - Provide a complete description of your firm including: name, address, telephone and facsimile numbers, and e-mail addresses of the firm; firm history and organization; numbers and types of projects worked on. Philosophical approach to your profession; and current workload (number and size of projects currently underway) with a description of how the firm would meet the needs of Nevada County. If the firm has more than one office, provide a general description of the overall firm with detailed information about the specific office assigned to this project.

8.5 **TAB D: Key Personnel** - Identify the key personnel and their backups and important sub-consultants that typically may be assigned to this type of work. For your firm include project principal, project manager, and lead designer. Include resumes and project experience of each person, with emphasis on experience with similar facilities: responsibilities, years of experience in total and with current firm, and specific projects.

8.6 **TAB E: Experience** - Describe five (5) similar projects for which the lead project manager has successfully provided services. The descriptions should include:

1. Client name, contact person, address and telephone number
2. Project name and location
3. Project team – architect/planner and sub-consultants, and licensing information
4. Describe your firm's role and responsibilities for each project – if performed by an individual on your team while under employment to another firm; identify the name of the firm and the individual's dates of employment and job title while at that firm.

8.7 **TAB F: Litigation History** - List all completed, ongoing or pending litigation or arbitration in which the firm and team sub-consultants have been involved over the past 10 years including projects other than those listed above. Briefly explain the surrounding events and the outcome. Identify the other parties.

8.8 **TAB G: Cost Savings** - Define ways your firm typically works to bring projects in under budget.

8.9 **TAB H: Other** - Provide any other information regarding your qualifications that you feel is appropriate for consideration.

8.10 **TAB I: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Sample Master Services Agreement (**Attachment B**). 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.

8.11 **FEE SCHEDULE** – Fee schedules will only be requested of the top ranked firms. Unless otherwise specified, all rates in this fee schedule shall apply to work performed throughout the County, regardless of location. Fee schedules must be submitted within two (2) days after written request from the County.

The fee schedule provided shall be the maximum rates charged during the first year of the effective period of the Qualified List. Any requests for rate increases after the first year shall be submitted in writing to the Procurement Services Division at least 30 days in advance of such rate increase. All requests for rate increases must be fully justified, and shall be competitive with the general market at the time, but in no event shall it be greater than the current Consumer Price Index as published by the U.S. Department of Labor. Nevada County reserves the right to negotiate any proposed increase to the mutual satisfaction of both parties.

9. SELECTION PROCEDURES

SOQs will be evaluated based on the following criteria:

<u>Evaluation Criteria</u>	Maximum Points Possible
A. Qualifications and Experience of firm (per Sections 8.3, 8.5 and 8.6)	30
B. Qualifications and Experience of proposed staff including Subcontractors(per Section 8.2 and 8.4)	30
C. Project Methodology and Cost Control (per Section 8.2 and 8.7)	20
D. Project Approach (per Section 8.2)	20
Total Possible Points:	100

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(s) 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 work on future Projects 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.

10. INQUIRIES

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

Sandy Balzer, Buyer
Nevada County Information and General Services
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1766
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:

(§Error!
! Reference source not found.) **Description of Services**

SUMMARY OF MATERIAL TERMS

(§Error!
! Reference source not found.) **Maximum Contract Price:** _____

(§Error!
! Reference source not found.) **Contract Beginning Date:** _____ **Contract Termination Date:** _____

(§Error!
! Reference source not found.) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§Error! ! Reference source not found.) Commercial	General	Liability	
(\$1,000,000)			
(§Error! ! Reference source not found.) Automobile Liability		(\$ _____	_____
300,000) Personal Auto		_____	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§Error! ! Reference source not found.) Worker's Compensation		_____	_____
(§Error! ! Reference source not found.) Errors and Omissions (\$1,000,000)		_____	_____

LICENSES AND PREVAILING WAGES

(§Err Designate all required licenses:
or!
Refer
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sour
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not
foun
d.) _____

NOTICE & IDENTIFICATION

(§Error Contractor:
!
Refere
nce
source
not
found.)

County of Nevada:

Contact Person:
()
e-mail:

Contact Person:
()
e-mail:

Contractor is a: (check all that apply)

Corporation:	_____ Calif.,	_____ Other,	_____ LLC,	_____ Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Dba,	_____ Ass'n	_____ Other

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

ATTACHMENTS

Designate all required attachments:

Req'd Not Req'd

Exhibit A: Schedule of Services (Provided by Contractor)	_____	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	_____	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	_____

Terms

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

Services

1. **Scope of Services:**

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

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at **§Error! Reference source not found.**, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at **§Error! Reference source not found.**, 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 **§Error! Reference source not found.**, 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.**;
- (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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.**;
- (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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found., ¶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 **§§Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.**, 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 **§Error! Reference source not found.**, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts**15. Prevailing Wage and Apprentices:**

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

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

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

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

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

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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