



RESOLUTION No. 21-301

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH R3 CONSULTING GROUP, INC. FOR SB 1383 PROGRAM DEVELOPMENT SERVICES, APPROVING AN MOU WITH THE CITY OF GRASS VALLEY, AND APPROVING A BUDGET AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, jurisdictions are responsible for implementing SB 1383 regulations in their communities and must coordinate city and county programs, work with waste haulers, commercial businesses, residents, and edible food recovery organizations; and

WHEREAS, on April 30, 2021, the City of Grass Valley and County partnered in the release of a request for proposals from qualified firms to provide assistance in evaluating and developing solid waste programs, policies and procedures to ensure compliance with state mandates (SB 1383); and

WHEREAS, on June 1, 2021, the County received three submittals from interested firms; and

WHEREAS, the submittals were reviewed by a selection panel and evaluated using the scoring system identified within the request for proposals. R3 Consulting Group, Inc. was selected as the most qualified firm; and

WHEREAS, the City of Grass Valley and County wish to enter into a Memorandum of Understanding (MOU) to partner in this agreement and better coordinate efforts to develop SB1383 programs that benefit the community; and

WHEREAS, City of Grass Valley and Nevada County shall each allocate \$50,000.00, for a maximum contract price not to exceed \$100,000.00; and

WHEREAS, a budget amendment is necessary in the amount of \$100,000.00 to accomplish this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Awards and approves the Agreement with R3 Consulting Group, Inc. in an amount not to exceed \$100,000.00 for SB 1383 Program Development Services. The contract term shall be from July 13, 2021 to June 30, 2022.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County Department of Public Works the agreement between Nevada County and R3 Consulting Group, Inc.
3. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County Department of Public Works the attached Memorandum of Understanding (MOU).

4. Directs the Auditor-Controller to release fund balance in the amount of \$50,000.00 and amend the Fiscal Year 2021/22 Solid Waste Western Budget as follows;

Increase	
4117-91001-705-1000/521520	\$100,000.00
4117-91001-705-1000/449000	\$50,000.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

7/13/2021 cc: Solid Waste*
AC*(hold)

7/27/2021 cc: Solid Waste*
AC* (Release)

Administering Agency: Nevada County Department of Public Works

Contract No. 142205

Contract Description: SB1383 Program Development Services

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 13, 2021 by and between the County of Nevada, ("County"), R3 Consulting Group, Inc. ("Contractor") and the City of Grass Valley ("City") (referred to individually herein as "Party" or collectively as "Parties") who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Thousand Dollars (\$100,000).**
3. **Term** This Contract shall commence on July 13th, 2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. No Party shall be considered in default of this Contract to the extent performance is

prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County or City. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County or City. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County and City, and that the nature of the work is outside the usual course of the County's and City's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County and City employees. Contractor shall hold County and City harmless and indemnify County and City against such claim by its agents or employees. County and City make no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or City or otherwise to act on behalf of County or City as an agent. Neither County nor City nor any of their agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County or City.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County or City, Contractor shall indemnify, defend, and hold harmless County and City for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County or City.

10. **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 or City. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County or City.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, 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 Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County and City that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against any Party or to enlarge in any way any Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County and City pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on Count's premises and when accessing the County network remotely, shall comply with the

County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - 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>.
 - 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.
 - Contracts to which 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.
 - The County shall provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** 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 comply 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.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County and City. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, City and to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County, City and State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County or City's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County or City. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
20. **Termination**
 - A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County or City may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. 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 or City may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
 - C. Any 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.

- D. County or City, upon giving **thirty (30) 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, City or the State of California, as the case may be, does not appropriate funds sufficient to discharge each's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County and City shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County or City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County and City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County and City such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County and City may have in law or equity.
- E. If City or County terminates this Contract for any reason, the other Party may elect to proceed under the Contract by striking those provisions of the Schedule of Services it deems, in its sole discretion, unnecessary or solely applicable to the terminating Party.
21. **Intellectual Property** To the extent County or City provides any of their own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County or City shall be the property of County or City, respectively, and upon fifteen (15) days demand therefor, shall be promptly delivered to County or City without exception.
 22. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Parties.
 23. **Conflict of Interest** Contractor certifies that no official or employee of the County or City, nor any business entity in which an official of the County or City has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.

24. **Entirety of Contract** This Contract contains the entire Contract of County, City and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** 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.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
 Public Works Department
 Address: 950 Maidu Avenue Suite 170
 PO Box 599002
 City, St, Zip Nevada City, CA 95959-7902

CONTRACTOR:

Name of firm
 R3 Consulting Group, Inc.
 Address 1512 Eureka Road, Suite
 220
 City, St, Zip Roseville, CA 95661

Attn: David A. Garcia, Jr.
Email: david.garcia@co.nevada.ca.us
Phone: 530-265-7038

Attn: Carrie Baxter, Project
Manager
Email: cbaxter@r3cgi.com
Phone: 916-878-7413

CITY OF GRASS VALLEY

Grass Valley Community Development Department
Address: 125 E. Main Street

City, St, Zip: Grass Valley, CA 94945
Attn: Tom Last

Email: TomL@cityofgrassvalley.com
Phone: 530-274-4711

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

[Signature Page to Follow]

COUNTY OF NEVADA:

By:

[Signature]

Date:

7-14-2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By:

[Signature]

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CITY OF GRASS VALLEY:

By:

[Signature]

Date:

7/20/21

Printed Name/Title: ^{ACTING} Tim Kiser, City Manager

ALEX GAMMELGARD

By:

[Signature]

Attest: Taylor Day, Deputy City Clerk

CONTRACTOR: R3 Consulting Group, Inc.

By:

[Signature]

Date: 6-30-21

Name:

Janet Barile

* Title:

Vice President

By:

[Signature]

Date: 6-30-21

Name:

Garth Schultz

* Title:

Secretary ✓

**If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A
SCHEDULE OF SERVICES

Project Plan

Task 1 Needs Assessment and Implementation Steps

Task 1.1 Jurisdiction/Agencies Roles and Responsibilities - Initial Needs Assessment Summary (b & c)

R3 will assess SB 1383 preparedness beginning with an initial assessment of the County and City's current operations with respect to the requirements mandated by SB 1383. Through evaluation of the existing enforcement mechanisms (franchise agreements, County Code and City Municipal Code, Environmental Preferable Purchases and Practices Policies), and collaborative meetings with the County & City, R3 will perform an analysis to determine if there is a gap in compliance.

For each SB 1383 requirement, R3 will provide a rating that describes:

1. A similar existing requirement via other legislation, such as AB 1826, and indicating which party(ies) are responsible for the similar requirement;
2. A similar existing requirement, assess current compliance activities conducted by the party responsible against the upcoming requirements of the law and identify changes that need to be made, assuming no changes in responsible party; or
3. No similar requirement (such as for edible food recovery), R3 will assess current conditions and make recommendations that provide a pathway to compliance.

R3 will analyze and document the County & City's current level of preparedness for SB 1383 compliance – as well as compliance gaps that should be addressed – for the programmatic areas described in subtasks 1.2 through 1.6, below. R3 will conduct up to five “deep dive” meetings with County & City staff to review the requirements of the law in these five programmatic areas (1) Inspection and Enforcement Compliance (2) County Code / Ordinance Updates (3) Purchasing Policy (4) Edible Food Recovery (5) Waivers, Exemption Forms & Recordkeeping. We suggest this workshopping approach because the compliance requirements are complex and will require coordination with various departments within each agency (County & City), as well as ongoing contract management with the Franchisees. This will allow for identification of distinct actions to be taken by the County & City and other regional partners (for education and edible food recovery in particular).

Our analysis will be consolidated in an electronic memorandum summarizing the Legislative Compliance Plan. It will include the information gathered during the assessment and will be provided for consideration, along with a table that will ultimately serve as a reference guide identifying the following:

- Reference section number and summarized language from SB 1383 for each requirement that must be addressed;
- Party responsible for fulfilling each requirement;
- Potential alternative party that may be designated responsibility of fulfilling each requirement (such as consultant, Franchisees, County, or City), if available or appropriate;
- Tentative schedule (deadlines and/or frequency) of fulfilling the requirements;

- Assessment of current status or actions; and
- Checkbox to be marked if requirement is already fulfilled.

Following the development of the findings and recommendations relating to legislative compliance, R3 will present separate draft Legislative Compliance Plans to the County and the City as further described in Task 1.7.

Task 1.2 Inspection and Enforcement Compliance (d)

Inspection and enforcement requirements included in SB 1383 represent a departure from the AB 1826 requirements in that penalties are required to be assessed on businesses not in compliance with the recycling requirements. All residents and businesses are required to sign up and participate in recycling and organics service, businesses are required to place containers for recycling and organics in the front- and back-of-house, and residents and businesses that self/back-haul must deliver recycling and organics to a processing facility in compliance with the state’s requirements.

R3 will analyze and document the County & City’s current level of preparedness for SB 1383 specifically regarding inspection and enforcement for the following:

- Penalties for non-compliant businesses;
- Penalties for haulers, including franchised haulers and the self-haul sector for not diverting organic material according to the requirements;
- Penalties for regulated entities for not providing adequate reporting (this includes edible food recovery organizations);
- Investigation of complaints of non-compliance by members of the public or other entities;
- Contamination monitoring via periodic route audits for every route and a representative portion of customers; or via monitoring at post-collection facilities;
- A defined “waiver” system for applicable customers; and
- Required reporting to CalRecycle on all site visits, penalties, and waivers.

Task 1.3 Municipal Code Updates (d, f)

Inspection and enforcement requirements included in SB 1383 represent a departure from the AB 1826 requirements in that penalties are required to be assessed on businesses not in compliance with the recycling requirements. All residents and businesses are required to sign up and participate in recycling and organics service, businesses are required to place containers for recycling and organics in the front- and back-of-house, and residents and businesses that self/back-haul must deliver recycling and organics to a processing facility in compliance with the state’s requirements.

SB 1383 requires updates to enforcement mechanisms, such as municipal codes, of every jurisdiction in California, which includes:

- Requirements for self-haulers, edible food commercial generators, food recovery services and organizations, and all organic waste generators (including reporting and documentation, edible food recovery, etc.);
- Penalties for non-compliance and the mechanism for assessing such penalties;
- Enforcement of CALGreen construction and demolition debris recycling requirements and container design requirements; and
- Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

R3 will analyze and document the County & City's current level of preparedness for SB 1383 specifically regarding County Code and City Ordinance Updates for the following:

1. The County Code regarding solid waste collection and management, CalGreen standards, and water efficient landscaping; and
2. The City Garbage Collection and Recycling Ordinance and City Adoption of Building Standards Ordinance (City Ordinances)

Task 1.4 Purchasing Policy Compliance (e)

SB 1383 requires changes to the County & City's purchasing policies, including procurement of recycled-content paper, compost and/or mulch product from post-collection facilities, use of natural gas from post-collection facilities, and use of electricity from qualifying post-collection sources.

R3 will analyze and document the County & City's current level of preparedness for SB 1383 by documenting current levels of procurement of recovered organic products and purchasing policies.

Task 1.5 Edible Food Recovery Program Compliance (h)

Planning for the requirements of edible food recovery and reporting will necessitate engagement with other jurisdictions within Nevada County. Enforcement, which is required to begin in 2024, should be explored in concert with applicable County & City departments and other jurisdictions in the County.

The County is responsible for a number of the key aspects of edible food recovery planning, including:

- Inspecting all food-serving businesses for enforcement of state minimum standards; and
- Planning for edible food capacity in the County, including identification of edible food recovery organizations and assessment of those organizations' capacity, as well as any need for additional capacity in the County.

R3 will coordinate with the County & City to identify roles and responsibilities, as well as a tentative timeline to:

- Identify Tier 1 and Tier 2 Generators and Edible Food Recovery Organizations;
- Quantify Edible Food Disposed by Tier 1 and Tier 2 Generators; and
- Quantify Additional Edible Food Recovery Capacity Needed.

Task 1.6 Waivers, Exemption Forms, and Record Keeping (a, k)

SB 1383 introduces requirements on all haulers, which includes franchised haulers, haulers operating without a franchise but legally (for example, debris box hauling and non-exclusive commercial hauling in some jurisdictions), back-haulers such as large grocery and retail stores, as well as the general public. All entities hauling waste are required to divert organic waste from landfills (or use as ADC), register with the jurisdiction, and agree to the diversion requirements. Self-haul in the residential sector and construction and demolition debris hauling are the only exceptions to that requirement.

SB 1383 further includes a defined "waiver" system similar to the exemption system for AB 1826, except that organics generation thresholds are lower (10 gallons or less for customers

below 2 cubic yards of solid waste service, and 20 gallons or less for customers at or above 2 cubic yards), inspection of businesses subject to waiver and adequate documentation is required, and re-inspection is required on a prescribed basis (now every 5 years). Note that physical space limitations are included as a possible waiver rationale. R3 generally recommends that exemption/waiver authority resides in jurisdiction or authority staff and not the hauler.

R3 staff are actively engaged in implementation activities, including managing the roll-out of new SB 1383 organics collection programs throughout the Sacramento region, and annual monitoring of AB 341 and AB 1826-covered generators and tracking exemption/waiver forms throughout the state. With our experience, we are ideally positioned to assist the County & City and/or Franchisees in developing an identification, tracking, and monitoring program (should there not be an existing program) in alignment with SB 1383 requirements.

For this task, we will address the deficiencies, or gaps, in the County & City's and/or Franchisees' current identification, tracking, and monitoring program and coordinate with the County & City and/or Franchisees to implement needed changes for compliance with SB 1383.

In addition to developing an identification, tracking, and monitoring program, R3 will identify and evaluate solid waste reporting software that could be used to track, record, and aggregate all current information being gathered as well as record-keeping best practices to track, record, and aggregate new data required under SB 1383. R3 will also outline the recordkeeping and reporting requirements to include in the Implementation Record to provide the City & County the ability to easily identify the needed tracking and documentation of its compliance.

Task 1.7 Legislative Compliance Plans (a)

R3 will develop a comprehensive Legislative Compliance Plan for the City and the County that includes the programs, staffing, and resources needed to be compliant with SB 1383.

Each plan will:

- Include programs that focus on edible food recovery, organics source reduction, recovery, and recycling;
- Provide specific timelines for the recommended actions with consideration to regulatory milestones;
- Identify roles and responsibility of relevant parties, including the County & City, its haulers, organic waste generators, and edible food recovery organizations;
- Address such requirements as inspections, route audits, enforcement, and organic waste product procurement; and
- Provide model documents for forms and other collateral if not yet in place.

The plan will compile and summarize the findings and recommendations in a format that the County & City will easily be able to understand and follow each pathway for compliance with each requirement. The plan will describe the compliance and funding needs in the context of the County & City's current programs, and will identify an efficient overall compliance strategy. Each compliance requirement will be clearly assigned to either Franchisees or the County & City based upon suitability. The plan will also frame recommendations for effectively monitoring and reporting performance of SB 1383 compliance to CalRecycle going forward.

R3 will provide a draft Legislative Compliance Plan to both the County and the City and will provide ample time for the County and the City to review, comment on and/or suggest potential

approaches to addressing the legislative requirements identified in their individual Legislative Compliance Plan.

Following the County's and the City's review and comments, R3 will revise both draft Legislative Compliance Plans to incorporate the County's and the City's comments and send the respective final Legislative Compliance Plan to the County and the City. Using the results of Tasks 1.1 through 1.6, R3 will develop a recommended list of actions (Legislative Compliance Plan) that the County and City should undertake to achieve SB 1383 compliance.

Based on similar reviews for other jurisdictions, pathways to SB 1383 compliance are likely to include the following:

- Implementing universal roll-out by providing organic waste collection services (including food waste) to all residents, not just commercial businesses and industrial customers;
- Establishing an edible food recovery program in coordination other jurisdictions as appropriate, as well as forming regional partnerships;
- Providing enhanced education and outreach to the community, which involves potential changes to content and frequency of mailers and on-site outreach as appropriate;
- Hiring a dedicated code enforcement officer for enforcement of the law's requirements;
- Procuring more recyclable and recovered organic products;
- Gathering a significant amount of information for reporting to CalRecycle, both during the initial planning and reporting process, and on an ongoing basis as a part of Electronic Annual Reports to CalRecycle; and
- Monitoring and enforcing compliance through the municipal code.

Task 2 Implementation of SB 1383 Compliance

Task 2.1 Inspection and Enforcement Compliance (d)

R3 will assist the County & City in developing standard processes to allow for a regional approach for use by the Franchisees and County & City staff in identifying generators that are not in compliance with the law. R3 will develop an enforcement guidance document and flow chart detailing enforcement actions for non-compliant generators.

While the inspections required by the regulations can reasonably be performed by the hauler, others (such as the edible food recovery enforcement and the front-of-house container placement) are not appropriate to include in hauler responsibilities. Moreover, the regulations clearly state that authority for enforcement cannot be delegated to a private entity. Based upon the SB 1383 planning assistance that R3 has conducted for other cities, R3 anticipates some level of additional enforcement staff will be needed.

Task 2.2 Municipal Code Updates (d, f)

Based on recommendations from Task 1 and prior to beginning work on this task, R3 will meet with the County and the City separately to discuss specific revisions the County staff and the City staff may require (i.e., enforcement mechanisms).

Recommended updates to the County Code will be provided to the County in tracked changes, after which R3 will be available to discuss the updates, via videoconference/teleconference, with the County. Similarly, recommended updates to the City Ordinance will be provided to the City in tracked changes, after which R3 will be available to discuss the updates, via videoconference/teleconference, with the City. R3 will then revise the County Code and City Ordinance to reflect the comments provided by the respective party.

Task 2.3 Purchasing Policy Compliance (e)

For this task, R3 will assist in drafting updated language for the County & City's franchise agreement and/or EPP that will address the procurement requirements of SB 1383. R3 will also calculate the required amounts of product for the County & City and will assist the County & City as necessary in gathering information about current purchasing quantities of qualifying materials from the various County & City departments involved.

R3 will conduct limited research to gather information on the use of the products required for procurement to assist the County & City in determining the most beneficial procurement strategy that will align with the requirements of SB 1383.

R3 will arrange a combined SB 1383 training meeting with key County & City departments to provide County & City staff with additional information about the law as it relates to the procurement of recovered organic waste products and suggests that County & City management be engaged for that meeting. The County & City shall be responsible for inviting applicable staff members. The training will be conducted virtually, and a copy of that presentation will be provided beforehand to participants. R3 will present the procurement requirements of SB 1383, the County & City's calculated procurement targets, recommended pathways for procurement of material, and reporting for CalRecycle. Furthermore, the meeting will be an opportunity to gather information from County & City staff on what current procurement of compost, mulch, and energy is, feasibility, and preferences to create an action item list the next steps.

Task 2.4 Edible Food Recovery Program Compliance (h)

A. Identify Tier 1 and Tier 2 Generators and Edible Food Recovery Organizations

First, the County & City will need to develop a list of Tier 1 and Tier 2 generators within the County. Tier 1 and Tier 2 generators can be identified by completing an analysis of current employer listings by North American Industry Classification (NAICS) codes in the California Employment Development Department (EDD) online database. R3 has developed an effective methodology via prior engagements for such a process, and this approach will be utilized to assure that a complete record of Tier 1 and Tier 2 generators is developed.

In addition to the Tier 1 and Tier 2 generators, the County & City will need to develop a list of food recovery organizations in and around the County. These organizations will be equipped with the greatest depth of knowledge related to the current state of edible food recovery in the County, and initial contact with them will likely be the most cost-effective, practical approach to attaining the details of what agreements are currently in place. Edible food recovery organizations and edible food recovery services will have direct knowledge regarding existing and/or proposed new and expanded capacity that could be accessed by the County's edible food generators. By engaging in the process in this manner, R3 will be in the position to quickly and effectively develop a detailed list of food recovery organizations that are located in the County and/or serving commercial edible food generators located therein.

We anticipate that by working closely with the Food Bank of Nevada County and other established food recovery organizations, we will be able to access the necessary information to adequately quantify the edible food that existing food recovery organizations are capable of collecting and distributing with current resources. Our

proposed approach does not include quantification of any additional edible food recovery capacity that may be available within the County, outside of the capacity estimates provided by the edible food recovery organizations we identify.

In parallel to engaging in the process of evaluating the current edible food capacity, R3 will also request and document new plans for expanded capacity that are scheduled to come online to meet the increased supply of edible food as generators adapt to the new regulatory environment. This will include both “hard plans” and those simply proposed for edible food recovery capacity expansion efforts from recovery organizations, including amounts of additional capacity anticipated, whether sufficient funding exists and how much additional funding may be needed. Should new or expanded capacity be required (as is anticipated), R3 will capture a “point in time” reference containing the amount of additional capacity anticipated, and whether sufficient funding exists to meet that need.

B. Quantify Edible Food Disposed by Tier 1 and Tier 2 Generators

Our project approach is to use the tools recently released by CalRecycle as guidance for projecting recoverable edible food quantities (tonnage) that will be disposed by commercial edible food generators in time for this analysis. R3 will then assess optimal methodologies for connecting the edible food capacity needed with concrete funding thresholds. In addition, R3 will use the identified Tier 1 and Tier 2 generators list to begin the identification of recoverable edible food quantities. R3 will meet with five (5) Tier 1 generators and five (5) Tier 2 generators not under contract with a recovery organization. Based on these site visits, R3 will determine additional edible food recovery capacity needs within the County & City through visual inspection and staff interviews.

C. Quantify Additional Edible Food Recovery Capacity Needs

Relying on both qualitative and quantitative data gleaned from outreach to each constituency identified above, R3 will work with the County & City to develop a tailored set of recommendations for increasing edible food recovery capacity in the County & City.

Task 2.5 Review Franchise Agreements for SB 1383 Compliance and Needs (I)

R3 will analyze the County & City’s franchise agreements with Franchisees. (in order to identify the key improvements to the agreements that would facilitate compliance with SB 1383. This analysis will include, but not be limited to, reviewing whether and how the current agreement and programs provide organics collection and processing, contamination monitoring, outreach and education, reporting, and other programs required by SB 1383. To conduct this review, R3 will draw on our recent experience renegotiating and conducting a competitive procurement process for SB 1383 compliance solid waste collection agreements in many California cities, as well as our work for CalRecycle reviewing and preparing case studies on SB 1383 compliant programs and agreements.

The result of this analysis will be an Excel document with each topical category listed, best practice services/ requirements, and the current status of each. The Excel document will reflect R3’s findings and recommendations for SB 1383 compliance and best practice requirements for the County & City’s franchise agreements.

Using our extensive knowledge of regulatory compliance requirements for state laws (ABs 939, 1594, 1826 & 341, and SB 1383), which has been developed during the course of working with

dozens of exclusively municipal clients, R3 will develop a concise set of findings and recommendations regarding the County & City's needs for compliance with these laws. In developing findings and recommendations, R3 will carefully consider the types of programs, actions, data tracking, and reporting that should be included in the renegotiated franchise agreement (and will thus become the responsibility of Franchisees) versus the types of programs, actions, data tracking and reporting that the County & City would maintain responsibility for completing on its own. R3 is keenly aware of the types of activities that operators are well-suited to undertake (and those they are not) while also acknowledging that there are certain responsibilities that the County & City must undertake as its own core set of regulatory responsibilities.

Task 2.6 Train County & City for Review of Waiver Eligibility (i, j)

R3 will use its extensive experience in rolling out organic and recycling services throughout the Sacramento region with non-exclusive franchised haulers to provide training to City & County staff that will be on the front lines in reviewing waiver eligibility. This training session is proposed to be held jointly to realize cost savings for both the City & County.

The training will include a half-day session (4 hours) to discuss the waiver eligibility, exclusive hauler provided recycling and organics collection program, and exemption and alternative compliance options. We will use this time to share real-time customer and hauler experiences, and lessons learned along the way. Following the training session, our team will work with City & County staff designated to review waiver eligibility to conduct up to five (5) site visits to provide hands-on training. These site visits will allow the designated staff to hear the questions to ask customers and what to expect when interacting with customers in the field. We will also demonstrate how to visually measure the amount of organic waste in an individual customer's waste stream, document the information found during a site visit, and record the findings.

Task 2.7 Education and Outreach (h, n)

Data shows that on-the-ground technical assistance is key to effective program implementation, from signing businesses up for organics service to reducing contamination by encouraging more effective sorting. SB 1383 requires education and outreach activities generally in alignment with AB 1826 education and outreach, although some specific requirements have also been added related to evaluation of waiver requests, annual mailers, and edible food recovery outreach.

R3 will review and identify gaps in the existing outreach and education activities conducted by County & City Staff, as well as in the requirements on the County & City's franchise agreement.

While these activities are likely familiar to the County & City and the Franchisees - given that ramping up to the new 2 cubic yard AB 1826 covered generator threshold will likely facilitate most education and outreach activities required under the new regulations - R3 anticipates that additional effort related to education and outreach will be needed in order to meet the requirements of SB 1383.

R3 will develop a list of changes needed in current education and outreach materials and develop new outreach materials as needed for the County & City and Franchisees use to comply with SB 1383. We already have developed several pieces of collateral for other clients, including exemption forms, educational blurbs for websites, compliant bin signage to assist in proper source separation, as well as informational press releases, brochures, flyers, infographics, and other resources on organics recycling and edible food recovery requirements covered under SB 1383, and will leverage our existing work and our expertise to facilitate the

County & City's compliance. The County & City will have the option to select its desired collateral for R3 to develop.

R3 proposes to provide a succinct analysis of the County & City's current solid waste website and/or social media pages, and container signage, as well as develop up to three (3) new outreach materials (e.g., press releases, brochures, flyers, infographics) as needed for the County & City and Franchisees to use to comply with SB 1383.

Task 3 Corrective Action Plan

Task 3.1 Corrective Action Plan- pre and post (if necessary) (m, q)

In the event that the County or the City receives a notice of violation from CalRecycle triggered by the enforcement process of SB 1383, R3 will assist in the preparation and submission of a Corrective Action Plan. The plan will establish the specific tasks, timeline, and responsible parties to achieve compliance with SB 1383. R3 will lead development of the compliance plan, solicit input and concurrence from County or City Staff involved - and, to the degree necessary and possible, from the Franchisees - regarding the contents of the Plan. R3 will then facilitate delivery of the plan to CalRecycle by the due date and will participate in calls with County or City Staff, the Franchisees, and CalRecycle to coordinate with respect to the plan's contents. Following the development and approval of the Corrective Action Plan, R3 will be available to assist in implementing the tasks as outlined within the plan.

Task 4 Staffing Needs (d, p, o)

R3 will prepare planning-level cost estimates for start-up and ongoing staff time and expenses related to SB 1383 compliance. This analysis will address each of the programmatic areas evaluated in Task 1, and will identify estimated costs to initiate new programs, assess potential grant/funding opportunities, maintain ongoing program implementation, and identify additional administrative costs. This analysis will also estimate the associated impacts in the County & City's AB 939 and Franchise Fees charged to pay for internal program operations. All such estimates will be developed specifically for the County & City, based on our knowledge of the County & City's collection agreement with Franchisees, and will be informed by the results of Task 1.

We will deliver to the County and City in an electronic draft memorandum the following: the final cost estimate; a detailed description of the methodology used to develop the cost estimates; and all base documents related to the cost estimates. We will accept one (1) round of consolidated, written revisions from the County and City. R3 will then revise the memorandum and deliver the final cost estimates in an electronic final memorandum.

Task 5 Coordination Meetings (g)

Upon County & City authorization to proceed, R3 will facilitate a virtual project kick-off meeting with designated representatives of the County & City. The meeting will provide an opportunity to review the project objectives, R3's project approach, schedule, and data availability. The kick-off meeting will serve to set the expectations and timeline for the project and establish the best means for ongoing communication and collaboration between R3 and the County & City for the duration of this engagement.

During the course of the project, R3 will be available as needed on a reasonable periodic basis to provide project updates to County & City staff; including monthly status meetings with the County & City as requested. R3 will present our recommendations to the Sustainability Commission or subcommittee to explain the need for amending both the municipal code and franchise agreement and the proposed amendment to the franchise agreement. We will explain

the requirements for amending both the municipal code and agreement to the Sustainability Commission or subcommittee and solicit comments from the Commissioners or subcommittee members; as well as present the draft amended and restated agreement and municipal code update to the Board and City Council.

All meetings included in this proposal are assumed to be virtual phone/video meetings, and not in person.

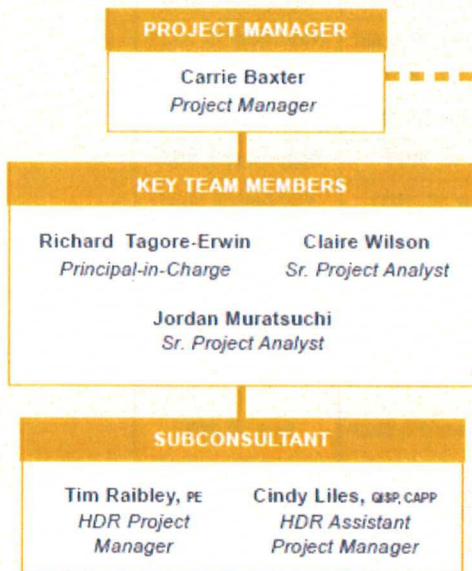
Project Schedule

The following outlines the anticipated schedule to accomplish the tasks listed above.

RFP TASK		R3 TASK	START DATE <i>(anticipated)</i>	COMPLETION DATE <i>(anticipated)</i>
A	Data aggregation and analysis	1.6 & 1.7	July 16, 2021	September 3, 2021
B	Assess jurisdiction roles and responsibilities	1.1	July 16, 2021	September 3, 2021
C	Assess Local government roles and responsibilities	1.1	July 16, 2021	September 3, 2021
D	Assist in development of compliance, inspection and enforcement program; and assist in preparation of associated ordinance(s) and rate studies	1.2	July 16, 2021	September 3, 2021
		2.1 & 2.2	August 16, 2021	October 29, 2021
		4	September 27, 2021	November 30, 2021
E	Assist in establishing procurement targets and in development of procurement policy	1.4	July 16, 2021	September 3, 2021
		2.3	September 27, 2021	November 30, 2021
F	Assist in development of CalGreen and water efficient landscape policies and ordinance	1.2	July 16, 2021	September 3, 2021
		2.2	August 16, 2021	October 29, 2021
G	Assist in coordination/collaboration with CalRecycle, Franchise Haulers, LEA or other regulatory agencies	5	July 2021	June 2022
H	Assist in development of edible food recovery program and initial outreach efforts	1.5	July 16, 2021	September 3, 2021
		2.4 & 2.7	September 27, 2021	June 30, 2022
I	Identify waiver eligibility alternatives and assist with waiver applications	2.6	September 27, 2021	June 30, 2022
J	Assist in developing long-term AB 1383 monitoring alternatives	2.6	September 27, 2021	October 29, 2021

	RFQ TASK	R3 TASK	START DATE <i>(anticipated)</i>	COMPLETION DATE <i>(anticipated)</i>
K	Assist in development of forms, record keeping and reporting process using existing programs and tools	1.6	July 16, 2021	September 3, 2021
L	Assist in review of franchise agreements for compliance with SB 1383	2.5	August 16, 2021	October 29, 2021
M	Assist in preparation of a Corrective Action Plan	3.1	<i>as requested</i>	
N	Assist in meetings and outreach	2.7	September 27, 2021	June 30, 2022
O	Assess ongoing staffing needs	4	September 27, 2021	November 30, 2021
P	Assist in grant funding opportunities / availability	4	September 27, 2021	November 30, 2021
Q	Post development Corrective Action Plans	3	<i>as requested</i>	

Core Project Team



Additional, On-Call Staff Members

STAFF RESOURCES	
R3 Consulting Group	
Nate Forst <i>Project Director</i>	Ryan Calkins <i>Project Manager</i>
Nikhil Tagore-Erwin <i>Project Analyst</i>	Peggy Paulsen <i>Marketing Manager</i>
HDR	
John Carlton, PE, BCEE <i>Solid Waste Program Lead</i>	Heleana Galvan <i>Outreach Project Manager</i>
Andrea Ramirez, PE, ENV SP <i>Civil Tech Support</i>	Tammy Teurn <i>Outreach Coordinator</i>

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

Payment Schedule: Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the proceeding month based on the hourly rate schedules provided below.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County and/or City project manager(s). Invoices will clearly distinguish between work done for the County and Work done for the City.

Submit all invoices to:

Nevada County
Public Works Department
Address: 950 Maidu Avenue, Suite 170,
PO Box 599002
City, St, Zip Nevada City, CA 95959
Attn: David A. Garcia, Jr.
Email: David.garcia@co.nevada.ca.us
Phone: 530-265-7038

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined in this agreement.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

R3 Consulting Group 2021 Hourly Billing Rates

Classification	Hourly Rate
Principal	\$ 265
Project Director	\$ 235
Senior Project Manager	\$ 205
Project Manager	\$ 185
Senior Project Analyst	\$ 165
Senior Administrative Support	\$ 160
Project Analyst	\$ 155
Associate Analyst	\$ 145
Administrative Support	\$ 125
Reimbursable Costs	
Lodging and meals	Direct cost
Travel — <i>Private or company car</i>	At Current Federal Rate
Travel — <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Subconsultant – HDR 2021 Hourly Billing Rates

BILLING TITLE	BILLING RATE
Project Accountant	\$ 141
Project Coordinator	\$ 143
Project Manager	\$ 376
Assistant Project Manager	\$ 244
Civil Tech Support	\$ 176
Outreach Project Manager	\$ 209
Outreach Coordinator	\$ 121

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, the City, their officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, the City, or their officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada and the City.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County and City a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County or City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County or City has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County or City for any type of employment benefits or workers' compensation or other programs afforded to County or City employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County or City may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by the named insured, County or City. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County and City.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County and City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County and City reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County and City reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies,

if approved by the County and City as noted above. In no cases shall the types of policies be different.

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the County and funding agencies, City, or their officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

Contractor Name: R3 Consulting Group, Inc.

Description of Services: SB1383 Program Development Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$100,000

Contract Start Date: 7/13/2021

Contract End Date: 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)

LICENSES AND PREVAILING WAGES

Designate all required licenses: As applicable _____

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County Public Works Department

Address: 950 Maidu Avenue, Suite 170
PO Box 599002

City, St, Zip: Nevada City, CA 95959

Attn: David A. Garcia, Jr.

Email: david.garcia@co.nevada.ca.us

Phone: (530) 265-7038

CITY OF GRASS VALLEY:

Grass Valley Community Development Department

Address: 125 E. Main Street
City, St, Zip: Grass Valley, CA 95945

Attn: Tom Last

Email: TomL@cityofgrassvalley.com

Phone: (530) 274-4711

CONTRACTOR:

R3 Consulting Group, Inc.

Address: 1512 Eureka Road, Suite 220

City, St, Zip: Roseville, CA 95661

Attn: Carrie Baxter

Email: cbaxter@r3cgi.com

Phone: (916) 878-1479

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Indiv., DbA, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A:Schedule of Services

Exhibit B:Schedule of Charges and Payments

Exhibit C:Insurance Requirements

Memorandum of Understanding between the County of Nevada and the City of Grass Valley

THIS Memorandum of Understanding (“MOU”) is made and entered into as of the 13th day of July 2021 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and the City of Grass Valley, a political subdivision of the State of California (“CITY”), collectively the “Parties”, who agree as follows:

1. **Purpose:** SB 1383 (Lara, Chapter 395, Statutes of 2016) is the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 requires the state to reduce organic waste [food waste, green waste, paper products, etc.] disposal by 75% by 2025. The law also requires the state to increase edible food recovery by 20 percent by 2025. This has significant policy and legal implications for the state and local governments. Jurisdictions are responsible for implementing SB 1383 regulations in their communities and must coordinate city and county programs, work with waste haulers, commercial businesses, residents, and edible food recovery organizations.

Jurisdiction responsibilities include:

- Evaluating the jurisdiction’s readiness and capacity to implement SB 1383, including organics collection, recycling and edible food recovery capacity
- Providing organic waste collection to all residents and businesses
- Establishing an edible food recovery program that recovers edible food from the waste stream
- Conducting outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city/county departments
- Procuring recycled organic waste products like compost, mulch, renewable natural gas (RNG), and electricity. Procuring does not necessarily mean purchasing.
- Inspecting and enforce compliance with SB 1383. Edible food generator inspections can be combined with existing health inspections
- Maintaining accurate and timely records of SB 1383 compliance

Jurisdictions must have programs in place on January 1, 2022. Although the County and City are working with the waste hauler to develop collection programs, this law extends beyond directing waste management, recycling operations and staff, therefore, it will be important to identify the various roles and responsibilities of each division/department within the jurisdiction (public works, purchasing, environmental health, etc.) and the roles and responsibilities of each jurisdiction within the County as well as developing the various programs, policies and processes necessary to ensure compliance with SB1383. CalRecycle expects that jurisdictions will be planning, making programmatic and budgetary decisions regarding the requirements in advance of the deadline.

On April 30, 2021, the City and County jointly released a request for proposals from qualified firms to provide assistance in evaluating and developing solid waste programs, policies and procedures to ensure compliance with state mandates (SB 1383). R3 Consulting Group, Inc. was selected as the most qualified firm. The City and County have decided to partner in a Personal Services Contract (PSC) to better coordinate our efforts to develop and deliver SB 1383 programs that benefit the community (Exhibit A).

2. **MOU Fund Allocation:** the City and County shall each allocate funds to support a Personal Services Contract (PSC) with R3 Consulting Group, Inc. for SB 1383 Program Development Services. The total amount of the PSC shall not exceed One Hundred Thousand Dollars (\$100,000.00); the City shall reimburse County for up to Fifty Thousand Dollars (\$50,000.00) in services under the PSC pursuant to Section 4 herein and the County shall commit Fifty Thousand Dollars (\$50,000.00).
3. **Responsibility of County:**

The County agrees to act as the contract lead overseeing consultant services provided under the PSC and assuming administrative responsibilities. The County and Consultant will coordinate directly with the City on all matters that affect the development of City programs or policies. The Consultant will bill the County on a monthly basis, as outlined in the PSC. Consultant Invoices will be reviewed and approved by the County. The consultant will be required to track tasks and time separately for each jurisdiction. The County will invoice the City for applicable project costs incurred under the PSC.
4. **Responsibility of City:**

In Coordination with the County, the City will work directly with the consultant and provide specific direction on all matters provided under the Schedule of Services attached as Exhibit "A" to the PSC. The City agrees to reimburse the County for applicable services provided under the PSC within thirty (30) days of receiving invoices.
5. **Use of Funds:** All expenditures will be related to SB1383 Program Development Services as outlined in the PSC.
6. **Term of MOU:** This MOU shall commence on July 17, 2021. All funds provided by this MOU shall be expended by June 30, 2022.
7. **Electronic Signatures:** The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
8. **Hold harmless and Indemnification:** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, error or omission, or material breach of this MOU, including, but not limited to, the amounts of judgments, penalties, reimbursements, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any Party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU and the expenditures of the CRF funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either

Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this MOU. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this MOU. These Hold Harmless and Indemnification provisions shall survive the termination of this MOU.

9. **Conflict of Interest:** The CITY certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this MOU. In addition, The CITY agrees that no such person will be employed in the performance of this MOU unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
10. **Entirety of MOU:** This MOU contains the entire agreement of County and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this MOU, shall be binding or valid. Should all or any portion of any provision of this MOU be held unenforceable or invalid for any reason, but the remainder of the MOU can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
11. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
12. The Parties to this MOU hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
13. The terms and conditions of this MOU, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this MOU shall expressly refer to this MOU.
14. The waiver of any provision of this MOU shall be in writing, signed by the Party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the MOU.
15. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:

To City

David A. Garcia, Jr.
Nevada County Department of
Public Works
950 Maidu Avenue, Suite 170
PO Box 599002
Nevada City, CA 95959

Tom Last
City of Grass Valley, Community Development
Department
125 W. Main Street
Grass Valley, CA 95945

16. **Assignment:** This MOU may not be assigned by either Party. This MOU is made and entered into for the sole protection and benefit of COUNTY and the DISTRICT. No other person or entity shall have any right of action based upon any provision of this MOU.

17. **Governing Law and Venue:** This MOU shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this MOU shall be the County of Nevada, State of California.

18. **Authority:** All individuals executing this MOU on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this MOU.

IN WITNESS WHEREOF, the Parties hereunto have executed this MOU on the dates hereinafter set forth.

COUNTY OF NEVADA:

By:  Date: 7-24-2021

Printed Name/Title: Honorable Dan Miller, Chair of the Board of Supervisors

By: 

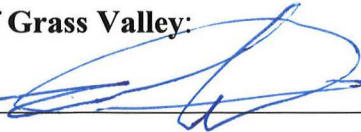
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: 

County Counsel

City of Grass Valley:

By:  Dated: 7/20/21

Ben Aguilar, Mayor, City of Grass Valley

**NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES
on behalf of the**

Solid Waste Department



REQUEST FOR PROPOSALS

for

SB 1383 Program Development Services

RFP No. 142205

Release Date: April 30, 2021

**Submission Deadline: June 1, 2021
not later than 5:00 PM (Pacific)**

Nevada County RFP No. 142205
SB 1383 Program Development Services

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION.....	1
2.0 TENTATIVE SCHEDULE	2
3.0 BACKGROUND	2
4.0 SCOPE OF SERVICES	3
5.0 ASSURANCE OF DESIGNATED STAFF	3
6.0 GENERAL TERMS & CONDITIONS.....	3
7.0 PROPOSAL FORMAT REQUIREMENTS.....	4
8.0 SUBMITTAL INSTRUCTIONS	7
9.0 EVALUATION CRITERIA.....	8
10.0 SELECTION PROCEDURE	8

ATTACHMENTS

- Required Statements
- Draft Contract

1.0 INTRODUCTION

Nevada County and the City of Grass Valley are inviting proposals from qualified firms to provide assistance in evaluating and developing solid waste programs, policies and procedures to ensure compliance with state mandates (SB 1383).

Although there will be overlap, the County and City are each developing programs specific to their jurisdictions, for that reason they may choose to either award a single contract (and track costs by task and by jurisdiction) or award separate contracts. The consultant will be required to track tasks and time separately for each jurisdiction.

Contract(s) will 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 and City's discretion.

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

Direct all inquiries regarding this RFP in writing to:

Desiree Belding, CPPO, CPPB
Nevada County Purchasing Division
950 Maidu Ave.
Nevada City, CA 95959
Phone: (530) 265-1557
Email: desiree.belding@co.nevada.ca.us

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

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

All addenda for this RFP will be distributed via Nevada County's website:
<https://www.mynevadacounty.com/734/Purchasing#RFP>

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

2.0 TENTATIVE SCHEDULE

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

Deadline for Final Questions.....	May 21, 2021 by 5:00pm
Proposal Submission Deadline.....	June 1, 2021 before 5:00pm
Evaluation of Proposals.....	June 2 through June 7, 2021
Interviews (optional).....	June 15, 2021 (hold entire day)
Contract Negotiations.....	June 16 through June 23, 2021
Contract approval by Board of Supervisors.....	July 13, 2021
Notice to Proceed.....	July 13, 2021
Project Completion.....	June 30, 2022

3.0 BACKGROUND

SB 1383 (Lara, Chapter 395, Statutes of 2016) is the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 requires the state to reduce organic waste [food waste, green waste, paper products, etc.] disposal by 75% by 2025. The law also requires the state to increase edible food recovery by 20 percent by 2025. This has significant policy and legal implications for the state and local governments. Jurisdictions are responsible for implementing SB 1383 regulations in their communities and must coordinate city and county programs, work with waste haulers, commercial businesses, residents, and edible food recovery organizations.

Jurisdiction responsibilities include:

- Evaluating the jurisdiction’s readiness and capacity to implement SB 1383, including organics collection, recycling and edible food recovery capacity
- Providing organic waste collection to all residents and businesses
- Establishing an edible food recovery program that recovers edible food from the waste stream
- Conducting outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city/county departments
- Procuring recycled organic waste products like compost, mulch, renewable natural gas (RNG), and electricity. Procuring does not necessarily mean purchasing.
- Inspecting and enforce compliance with SB 1383. Edible food generator inspections can be combined with existing health inspections
- Maintaining accurate and timely records of SB 1383 compliance

Jurisdictions must have programs in place on January 1, 2022. Although the County and City are working with the waste hauler to develop collection programs, this law extends beyond directing waste management, recycling operations and staff, therefore, it will be important to identify the various roles and responsibilities of each division/department within the jurisdiction (public works, purchasing, environmental health, etc) and the roles and responsibilities of each jurisdiction within the County as well as developing the various programs, policies and processes necessary to ensure compliance with SB1383. CalRecycle expects that jurisdictions will be planning, making programmatic and budgetary decisions regarding the requirements in advance of the deadline.

4.0 SCOPE OF SERVICES

The County of Nevada and City of Grass Valley are soliciting proposals from consultants experienced with assisting public agencies in evaluating and developing solid waste programs to ensure compliance with state mandates. The County and City are currently working with CalRecycle and our franchise haulers to develop programs that are compliant with SB 1383 and need assistance in developing programs, policies and processes to ensure compliance.

The goal of Contractor's efforts will be to supplement County staff to develop the necessary documents, reports, policies and procedures in order to comply with the requirements of the SB 1383 under the oversight of the Solid Waste Program Manager and City of Grass Valley designee.

4.1 The Provider(s) shall deliver the following services (as needed):

- a. Data aggregation and analysis
- b. Assess jurisdiction roles and responsibilities (incorporated vs unincorporated, and overlapping responsibilities)
- c. Assess Local government roles and responsibilities (each affected department/agency within the County and/or City will need to understand how SB1383 will impact their work)
- d. Assist in development of compliance, inspection and enforcement program; and assist in preparation of associated ordinance(s) and rate studies as necessary
- e. Assist in establishing procurement targets and in development of procurement policy
- f. Assist in development of CalGreen and water efficient landscape policies and ordinance (CCR 24-11)
- g. Assist in coordination/collaboration with CalRecycle, Franchise Haulers, LEA or other regulatory agencies as necessary.
- h. Assist in development of edible food recovery program and initial outreach efforts (Tier 1 & 2)
- i. Identify waiver eligibility alternatives and assist with waiver applications
- j. Assist in developing long-term AB 1383 monitoring alternatives
- k. Assist in development of forms, record keeping and reporting process using existing programs and tools (word, excel, etc.).
- l. Assist in review of franchise agreements for compliance with SB1383
- m. Assist in preparation of a Corrective Action Plan (CAP) if necessary
- n. Assist in meetings and outreach as necessary
- o. Assess ongoing staffing needs
- p. Assist in grant funding opportunities/availability
- q. Post development Corrective Action Plans if necessary

5.0 ASSURANCE OF DESIGNATED STAFF

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

6.0 GENERAL TERMS & CONDITIONS

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

6.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall

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

- 6.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 6.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 6.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 6.6 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 6.7 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment B**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 6.8 **Protests and Appeals.** In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, 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 and General Services. The protest shall be submitted in writing to the Director of Information and General Services within five (5) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL FORMAT REQUIREMENTS

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

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

7.1 Cover Letter with the following information:

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

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

7.2 Signature Requirements - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

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

7.4 TAB B: Experience and References – Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.

Since it is reasonable to expect one person to be dedicated to provide this service to the County and City, the experience and references need to focus on that individual.

- 7.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team. Include an organization chart of the staff available for project and the designated project manager/lead for each applicable category.
- 7.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants.
- 7.7 **TAB E: Value Add** – Provide any enhanced services, capabilities and/or benefits that may not have been required or identified in the core requirements (section 4 above.) Include explanation of how this value added will expedite the project timeline and ensure compliance with SB 1383.
- 7.8 **TAB F: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.
- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
 - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer’s statement, but will make its own determination as to what will be released. County will then notify the submitting firm of its determination, and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
 - C. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per **Section 5.0**)
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 6.5**)
 - E. Provide a statement attesting there has been no Collusion (see **Section 6.6**)
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 6.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29
- 7.9 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment 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.

- 7.10 **FEE SCHEDULE** –Please provide in a separate sealed envelope labeled “Pricing Information” your hourly rates for performing the requested services. This information will not be considered in the evaluation of the Statement of Qualifications.

If issued a contract, the contract will be a cost-plus fixed fee contract.

The fee schedule provided shall be the maximum rates charged during the first year of the effective period. Any requests for rate increase after the first year shall be submitted in writing to the Purchasing 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. Placer County reserves the right to negotiate any proposed increase to the mutual satisfaction of both parties.

All Fee Schedules shall be signed and dated per Section 7.2 above and submitted in a separate sealed envelope or package at the time of request.

8.0 SUBMITTAL INSTRUCTIONS

- 8.1 Your submittal package shall include the following:

Five (5) printed copies (1 original & 4 copies) of your proposal
One (1) electronic copy of your proposal in PDF format on flash drive or other electronic media

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

Nevada County Purchasing Division
 Eric Rood Administrative Center, 1st floor
 Suite 129
 950 Maidu Avenue
 Nevada City, CA 95959

- 8.4 Faxed and/or emailed proposals shall not be accepted.
- 8.5 The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 8.6 Late submittals shall not be accepted or considered.
- 8.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 8.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.
- 8.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

- 8.10 All costs associated with proposal preparation shall be borne by the offeror.
- 8.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

9.0 EVALUATION CRITERIA

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

Evaluation Criteria – Written Proposals	Maximum Points Possible
Experience and qualifications of firm (per Sections 7.3 and 7.4)	15
Experience and qualifications of proposed staff (per Section 7.5)	35
Understanding of the project – Proposed Project Plan (per Section 7.6)	40
Value added (per section 7.7)	10
Total Possible Points:	100

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

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

Evaluation Criteria - Interviews	Maximum Points Possible
Experience and qualifications of firm	10
Experience and qualifications of proposed staff	30
Understanding of the project – Proposed Project Plan	40
Vendor response to the Interview	20
Total Possible Points:	100

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 10.2 Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.

- 10.3 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 10.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 10.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 10.6 The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

REQUIRED STATEMENTS

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

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

2) Scope of Work and Addenda

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

3) Public Records Act

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

_____ None of this submittal is considered proprietary

OR

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

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

4) Non-Substitution of Designated Staff

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

5) Non-Conflict of Interest

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

6) Non-Collusion

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

7) Insurance Requirements

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

8) DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

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

Administering Agency: Nevada County [Click or tap here to enter text.](#)

Contract No. _____

Contract Description: [Click or tap here to enter text.](#)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of [Click or tap to enter a date.](#) by and between the County of Nevada, ("County"), and [Click or tap here to enter text.](#) ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed** [Click or tap here to enter text.](#) **Dollars (\$**[Click or tap here to enter text.](#)**).**
3. **Term** This Contract shall commence on, [Click or tap to enter a date.](#) All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: [Click or tap to enter a date.](#)
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under

this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **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 or 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, 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 Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or

injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- 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>.
- 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.
- Contracts to which 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.

- 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.
15. **Accessibility** 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 comply 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.
 16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
 17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
 18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
 19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the

United States and to all other authorized federal and state agencies, or their duly authorized representatives.

- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract 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.
- B. 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) calendar days written notice to Contractor.**
- C. 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.
- D. County, upon giving **thirty (30) 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or

representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County

Click or tap here to enter text. Department

Address: Click or tap here to enter text.

City, St, Zip Click or tap here to enter text.

CONTRACTOR:

Name of firm

Click or tap here to enter text.

Address Click or tap here to enter text.

City, St, Zip Click or tap here to enter text.

Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

**If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

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

Exhibits

- Scope of Services
- Payment for Services Rendered
- Facilities, Equipment and Other Obligations of County

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EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Coverage shall be at least as broad as:

- i. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- vi. **Automobile Liability Insurance** Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- vii. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if contractor provides written verification it has no employees).

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator..