



RESOLUTION No. 18-382

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION DIRECTING THE PURCHASING AGENT TO ISSUE A REQUEST FOR PROPOSALS FOR CONFLICT INDIGENT LEGAL DEFENSE SERVICES

WHEREAS, the responsibility for providing and funding legal representation in California for those who cannot afford counsel falls to each individual county; and

WHEREAS, the County of Nevada (County) meets this responsibility primarily through a County Public Defender's Office; and

WHEREAS, when a conflict of interest is present or when the Public Defender's Office is otherwise unable to represent an indigent client, counsel must be provided by an outside attorney; and

WHEREAS, appointment of counsel is the responsibility of the Superior Court of California, County of Nevada (Court); and

WHEREAS, the County has a Memorandum of Understanding with the Court wherein it is agreed that the Court will appoint contracted counsel whenever it is reasonably possible; and

WHEREAS, the current contract structure presents a number of deficiencies that create challenges for both the County and the Court; and

WHEREAS, the County is interested in pursuing an approach to contracting for conflict indigent defense services that addresses the identified issues and improves the Conflict Indigent Defense program.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors directs the Purchasing Agent to issue a Request for Proposals for Conflict Indigent Legal Defense Services.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 17th day of July, 2018, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

7/17/2018 cc: CEO*
Purchasing*
AC*

County of Nevada
IGS - Purchasing Division



Request for Proposals
For

Conflict Indigent Legal Defense Services

Date Issued: July 18, 2018

Proposal Submission Deadline:

Friday, August 31, 2018 3:00 p.m. Pacific Time

Proposal Submission Instructions:

1. Submit five (5) hard copies of complete proposal to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

AND

2. Submit one (1) copy of complete proposal in PDF format to: submit.proposal@m1.nevcounty.net
Note: This email address is to be used only for proposal submission.

Table of Contents

1. SUMMARY	2
2. CONTRACT AWARD SCHEDULE	3
3. GENERAL CONDITIONS.....	3
4. BACKGROUND.....	5
5. DESCRIPTION OF SERVICES REQUIRED	6
6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS	8
7. SELECTION PROCEDURES.....	9
8. INQUIRIES	9
ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)	10
ATTACHMENT B: COVER SHEET	16
ATTACHMENT C: REQUIRED STATEMENTS	17
ATTACHMENT D: COST PROPOSAL FORM	19

1. SUMMARY

The Nevada County Purchasing Agent, on behalf of the County Executive Officer, hereinafter collectively referred to as "County", is requesting proposals from all interested providers of qualified law firms and/or organized consortiums of attorneys to provide indigent defense services in Nevada County for all criminal and quasi-criminal matters for which a defendant is deemed indigent by the Nevada County Superior Court, and a conflict of interest is declared by the County Public Defender's office.

Cases would be appointed by a Nevada County Superior Court Judge to the selected Contractor as appropriate within Court procedures. Assignment of caseload to specific attorneys would be the responsibility of the Contractor.

Caseload data and a list of case types is provided in **section 4.2**.

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

The term "offeror" as used herein shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

An electronic copy may be downloaded from <http://www.mynevadacounty.com/purchasing>. Potential offerors must register with the County in order to be notified of addenda and other notices.

To register, please send an email to Desiree Belding, Deputy Purchasing Agent, email address: desiree.belding@co.nevada.ca.us indicating "Conflict Indigent Legal Defense Services - Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call (530) 265-1557.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked "PROPOSAL – Conflict Indigent Legal Defense Services" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP. Five unbound, signed original proposals and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

Questions or requests for clarification of this Request for Proposals must be submitted in writing no later than the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. Responses to questions will be published in an addendum after the question submittal deadline has passed. The County reserves the right to decline to respond to any questions.

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

2. CONTRACT AWARD SCHEDULE

Publish RFP	July 17, 2018
Deadline for Questions	August 10, 2018
Proposal Submission Deadline	August 31, 2018
Contract Approval (tentative)	October 9, 2018
Services to Begin (tentative)	January 1, 2019

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. Publicity Clause: Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 3.6. Non-Collusion: Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 3.7. Protests and Appeals: Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information & General Services. The protest shall be submitted in writing to the Director of Information & General Services within seven (7) business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.
- 3.8. Vendors may submit alternate proposals. Alternate proposals shall be clearly marked as such.

- 3.9. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.10. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contract(s) that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of Nevada. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 3.11. Nevada County reserves the right to:
- Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue similar RFPs in the future.
- 3.12. Qualified vendors must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The County intends to award contracts substantially in the form of the sample agreement to the selected vendor(s). Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 3.13. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and may also be required to provide Errors and Omissions insurance, Professional Liability or Malpractice Insurance depending on the nature and risks associated with the services provided. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.14. Pursuant to the County's Green Procurement and Sustainable Practices Policy, vendors are requested to use recycled products and sustainable practices whenever possible in preparing their response to this RFP, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
- 3.15. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.16. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been

excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

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

4. BACKGROUND

4.1. Background

The Constitution of the United States and California statutory provisions guarantee the right to legal representation for those facing criminal charges, juvenile delinquency and other matters as described below for any person who is not financially able to retain counsel.

In California, the responsibility for providing and funding legal representation for those who cannot afford counsel falls to each individual county. The County of Nevada meets this responsibility primarily through a County Public Defender's Office, staffed by salaried public employees.

However, when a conflict of interest is present or when the Public Defender's Office is otherwise unable to represent an indigent client, legal representation must be provided by an outside attorney. Data on the projected types and quantities of these conflict instances is provided in **section 4.2.** of this document.

The County of Nevada currently holds contracts with multiple individual attorneys to provide conflict indigent defense. The County is soliciting proposals to assure that services to clients are provided in compliance with the constitutional mandates of effective counsel, while maintaining best practices of governmental efficiency, economy and accountability. The County is interested in a contract or set of contracts that provide the following:

- Central management of the overall process
- Clear procedure for Courts when assigning conflict cases
- 100% case acceptance within contract(s)
- Fee collection from clients who are deemed able to pay
- Streamlined billing process and expense stability
- Coverage for cases originating in Truckee

4.2. Caseload Data

Provided on the following page is a potential annual caseload based on the historical data available. These statistics are open to fluctuation depending on actual activities in the Courts system within any given year. The Public Defender's office is given first right of refusal on all new indigent defense cases. Reassignment of cases for violation of terms of supervision occurring up to three months after resolution of the originating case are subject to automatic reassignment. In the event of new criminal conduct and/or a violation of supervision occurring more than three months after case resolution, Public Defender would be given first right of refusal.

Case Type	Courthouse		Total
	Nevada City	Truckee	
Felony	136	21	157
Homicide	1	0	1
Misdemeanor	118	8	126
Juvenile	11	4	15
Family Law Contempt	5	1	6
Miscellaneous	7	0	7
Total	277	34	311

These statistics may or may not accurately reflect future conflict caseloads. Proposers are cautioned that it is their responsibility to conduct such research and review as necessary to gain a full understanding of the indigent defense caseload, and are encouraged to augment information provided in this RFP with outside sources, such as the California State Courts and Attorney General's Office.

5. DESCRIPTION OF SERVICES REQUIRED

5.1. Scope of Services

Types of cases for which services are required would include the following:

- a) Felony complaints and indictments
- b) Misdemeanor complaints and misdemeanor appeals
- c) Juvenile delinquency petitions pursuant to Welfare & Institutions Code Section 601 and 602
- d) Family law/contempt
- e) Probate/LPS Conservatorships
- f) Franklin hearings
- g) All other matters for which indigent counsel is appointed or required, except as noted immediately below.

Indigent defense services anticipated under the basic provisions of this agreement do not include representation for juvenile dependency cases (Welfare & Institutions Code section 300 cases), representation for capital homicide cases, or acting as second counsel in death penalty cases. Juvenile dependency cases are administered completely separately from criminal and quasi-criminal cases.

- 5.1.1. Contractor shall maintain office availability, having regular hours, where those clients appointed by the Court may bring their cases and be received. This office shall be open for a reasonable set of business hours and be properly staffed, and shall ensure compliance with the Americans with Disabilities Act (ADA). Alternatives to having ADA compliant primary offices may be considered, such as specifying an ADA compliant location to meet clients as needed.
- 5.1.2. Contractor shall provide all necessary clerical and telephone services, office space, supplies, transportation and any other items of service that may be necessary to properly perform the functions set forth above.
- 5.1.3. Contractor shall establish a primary point of contact or lead attorney role to serve as an administrator through which case assignment, fulfillment of contractual obligations and all other questions or issues pertaining to contract will be managed.
- 5.1.4. Contractor shall include considerations for a 24/7 Juvenile Hotline.

- 5.1.5. Contractor must include considerations for the management of internal conflicts
- 5.1.6. Contractor shall work closely with Public Defender to identify conflict cases and will be present at all arraignment hearings where a conflict indigent defense attorney will be assigned.
- 5.1.7. Contractor shall monthly prepare and submit to the County a report on the number of cases completed and in progress – including case type, professional hours rendered, and experts and investigators incurred for each case. Contractor shall annually prepare and submit a report of performance. A system for recording and reporting will be agreed upon between Contractor and County, and will be a condition of any final service contract.
- 5.1.8. During the term of agreement, Contractor will not accept a civil action bought against the County of Nevada by a client represented under this agreement.
- 5.1.9. During the term of agreement, no private case, criminal or otherwise, shall be knowingly accepted by Contractor, nor work done therewith, which would cause a conflict of interest to arise with a case currently assigned under contract with the County. Conflict between private services and County contract services will be considered grounds for contract cancellation by the County.
- 5.1.10. Unless relieved by the Courts, client representation in appointed cases shall be provided until the case is closed, with any attorney time that extends beyond the contract period to be invoiced in accordance with the then-effective Court Rules for court-appointed counsel.

5.2. Compensation

- 5.2.1 The County is seeking fixed price proposals for the minimum services to be performed. The fixed price shall cover the following:

- Attorney time and hourly rate
- All office expenses, including legal secretary services
- Insurance costs (as described in Attachment A)
- Normal in-county travel
- Investigative services
- Estimated expert costs

- 5.2.2 A fixed price proposal is the County's preference but alternatively structured proposals will be accepted. All proposals must include the services described in **section 5.1**.

- 5.2.3 Submissions should include proposals for costs for "extraordinary cases." Extraordinary cases are defined as follows:

Those cases in which, due to the nature of the crimes charged, the complexity of the legal issues involved, the severity of the penalty sought – including death, the characteristics of the individual defendants, or other factors, unforeseen extraordinary time or expense is required for preparation and trial. Extraordinary cases may include, but are not limited to, capital homicide cases and cases involving changes in venue beyond a 50-mile radius. Included in the need for additional compensation would be additional investigative costs resulting from the same factors herein.

Requests for additional compensation would be subject to approval of Court and County of Nevada.

5.3. 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. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit five original copies of their proposal and one copy in PDF format as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment B)

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

6.2. Required Statement Form (Attachment C)

6.3. Description of Services, Background and Staff – 75 points cumulative

6.3.1. Services – 30 points

- a. Itemize the complete list of services to be provided
- b. Note instances where services exceed the scope or detail offered in this proposal
- c. Note instances where services do not meet the scope offered in this proposal
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal over the generally listed terms of this RFP
- e. Special consideration will be made for proposals to serve both Eastern and Western County

6.3.2. Staffing – 25 points

- a. Provide names and qualifications of key employees to assigned to this work
- b. Provide a staffing plan for meeting the requirements
- c. Provide other relevant information that can aid County in its selection process

6.3.3. Background and Experience – 20 points

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal.
- b. Provide examples and references that substantiate your (organization's) experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- c. Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.

6.4. Proposed Costs – 25 points (Attachment D)

- a. Break out costs by category or item as presented in the description of services as outlined in **section 5.2.1**, using the attached Cost Proposal form
- b. Describe the cost basis for price proposal. (E.g. hourly rates for staff)
- c. Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

7. SELECTION PROCEDURES

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section, with a maximum possible score of 100 points.

After an initial review and evaluation of each of the proposals, the offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. Interviews will be scored on a Forced Ranking basis. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

8. INQUIRIES

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

Desiree Belding, Deputy Purchasing Agent
Nevada County Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1557
desiree.belding@co.nevada.ca.us

ATTACHMENT A
PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor Name _____

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____

(§3) **Contract Beginning Date:** _____

Contract Termination Date: _____

(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>X</u>	_____
(§7) Automobile Liability	(\$ 300,000) Personal Auto	_____	_____
	(\$1,000,000) Business Rated	<u>X</u>	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8) Worker's Compensation		<u>X</u>	_____
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

Contractor must be admitted to practice by, and in good standing with the California State Bar and a valid drivers' license.

NOTICE & IDENTIFICATION

(§26) **Contractor:**

County of Nevada:

Contact Person:

()

e-mail:

Contact Person:

()

e-mail:

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: _____

Yes _____ No _____

HIPAA: Schedule of Required Provisions (Exhibit D): _____

Yes _____ No _____

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	<u>X</u>

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶12, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

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

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

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

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

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

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any

ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

ATTACHMENT C: REQUIRED STATEMENTS

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

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

A. Scope of Work and Addenda

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

B. Public Records Act

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

_____ None of this submittal is considered proprietary

OR

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

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

C. Non-Substitution of Designated Staff

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

D. Non-Conflict of Interest

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

E. Non-Collusion

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

F. Contract and 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.

Please provide detailed information on any requested changes regarding the Personal Services Contract (ATTACHMENT A) below:

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

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

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

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

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

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

ATTACHMENT D: COST PROPOSAL FORM

INSTRUCTIONS: Using this form, provide: A. selection of County location(s) to be served; B. a total cost proposal for all services to be delivered as outlined in Section 5.2.1. Include a schedule of hourly rates for all proposed staff and the amount of time each person devoted to this project and define any reimbursable expenses requested to be paid by the County; and C. describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

A. Please check one of the boxes below.

The cost proposal below serves as the submitting firm's proposal for the following location(s):

☐ EASTERN NEVADA COUNTY ONLY

☐ WESTERN NEVADA COUNT ONLY

☐ BOTH EASTERN AND WESTERN NEVADA COUNTY

B. Total Cost Proposal, Schedule of Hourly Rates, and Other Reimbursable Expenses Requested

Total Cost Proposal	Cost
Fixed Price Cost: (Includes attorney time and hourly rate, all office expenses, legal secretary services, insurance costs, in-county travel, investigative services, and estimated expert costs).	\$ _____
Cost for Extraordinary Cases	\$ _____
Schedule of Hourly Rates	Hourly Rate
(Insert here staff names and percentage of time devoted to this project)	(Insert hourly rate)
Other Reimbursable Expenses Requested	Cost
Other reimbursable expenses not included in Fixed Price.	
Please itemize: _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- C. Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____