

County of Nevada  
IGS - Purchasing Division



Request for Proposals  
For

**Transit System Branding Project for Nevada County Transit Services**

Date Issued: January 24, 2019

**Proposal Submission Deadline:**

Friday March 5, 2019 by 5:00 PM Pacific Time

at

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

**Proposal Submission Instructions:**

1. Submit (1) one original and three (3) copies of complete proposal in a sealed package 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, 2<sup>nd</sup> 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](mailto:submit.proposal@m1.nevcounty.net)  
Note: This email address is to be used only for proposal submission.

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### 1. SUMMARY

The Nevada County Purchasing Division, on behalf of the Department of Public Works, Transit Services Division, hereinafter collectively referred to as "County", is seeking proposals from qualified firms for Professional Consulting for Renaming and Branding services as described in this Scope of Work.

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 go to: <http://www.publicpurchase.com/gems/Nevadacounty.ca/buyer/public/home> for assistance registering, please call Desiree Belding, Deputy Purchasing Agent at 530-265-1557. Each proposal received in response to this RFP will be evaluated on the criteria described herein.

All proposals must be sealed, clearly marked "PROPOSAL – County of Nevada Transit Services Branding Project for Gold Country Stage and Gold Country Lift Public Transit Services" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP. One (1) original and three (3) copies of your proposal as well as an electronic version must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this 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. Failure to submit both electronic and hard copies shall be deemed non responsive.

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.

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.

### 2. CONTRACT AWARD SCHEDULE

Publish RFP	January 24, 2019
Deadline for Questions	February 21, 2019 at 5:00 p.m.
Proposal Submission Deadline	March 5, 2019 at 5:00 p.m.
Interviews (Optional)	April 2, 2019
Contract Approval (tentative)	April 23, 2019
Services to Begin (tentative)	May 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 contracts 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;
  - Waive minor defects in submitted proposals;
  - 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 as defined on the cover page of the sample contract (Attachment A): 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](http://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. Proprietary information shall not include information that is a public record subject to disclosure under the California Public Records Act. 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. Such excision shall be subject to County review and approval.
- 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**

##### **Western Nevada County**

The County of Nevada Transit Services Division is a small rural public transit operator providing fixed route and Americans with Disabilities Act (ADA) complementary paratransit services in Western Nevada County.

Western Nevada County is located in the heart of California's Gold Rush country. The western part of the County is bounded by Sierra County to the north, Placer County to the south and east and Yuba County to the West. Western Nevada County covers approximately 618 square miles, ranging in elevation from near sea-level in the west to nearly 5,500 feet at Bowman Lake in the northeast.

The geography of Western Nevada County is defined by rolling hills in the lower portion of the county (west/southwest areas), the pristine mountains of the Sierra Nevada to the east, the middle fork of the Yuba River in the north and the Bear River in the south. The Western Nevada County service area is bisected by numerous east-west ridges. The area is traversed by three main highways: State Route (SR) 49 running north-south, SR 20 running east-west and SR 174 linking Grass Valley and Colfax.

The population of Nevada County is 98,764 (2010 Census). Of this figure, approximately 82,264 persons are within the Western Nevada County area or 83.5 percent of the total countywide population.

##### **Governance**

Public transit services, fixed route and paratransit, in Western Nevada County are governed by two distinct entities, the Transit Services Commission and the Nevada County Board of Supervisors.

The Transit Services Commission (TSC) is a joint powers authority consisting of Grass Valley, Nevada City and the County of Nevada. The TSC is made up of elected representatives from each City Council (one each), the County Board of Supervisors (two), one member of the public chosen by the two City representatives and two members of the public chosen by the Board of Supervisors.

The role of the TSC is to set fares, establish and adopt service levels for fixed route and paratransit services, monitor public response, approve the purchase of capital assets (vehicles etc.), monitor the regular daily operations, approve the annual budget for transit and paratransit operations, approve grant submittals and approve service adjustments.

As a Division of the Nevada County Department of Public Works, the Transit Services Division falls under the governing authority of the Nevada County Board of Supervisors for finance and procurement purposes. As such the Board of Supervisors has direct oversight of the Transit Services Division annual budget, capital budget, procurement and human resource functions.

##### **Transit Services Division**

The Nevada County Transit Services Division (TSD) is responsible for the oversight of the public transit system operating in Western Nevada County. The TSD operates the fixed route directly via Gold Country Stage, and oversees the contract operations of the on-demand ADA paratransit service through Paratransit Service, Inc.

Gold Country Stage (GCS) is a fixed route transit system that connects population, commercial, education and employment centers throughout Western Nevada County. GCS operates five local routes which serve the communities of Grass Valley, Nevada City, Penn Valley and Lake Wildwood, and one regional route that runs along the SR 49 corridor serving communities from Grass Valley to Auburn. The regional route 5 provides connections to Amtrak, Auburn Transit and Placer Transit. The transit system's major transfer point is the Tinloy Street Transit Center in Grass Valley, which serves all routes. Service is provided on weekdays from 6:00 AM to 8:00 PM and on Saturdays from 7:15 AM to 5:30 PM. The core local routes operate on 60 minute headways while the longer regional and regional

type routes operate on approximately 120 minute headways.

The fare structure for GCS is based on a two zone structure. Zone 1 incorporates the core service areas of Grass Valley and Nevada City while zone 2 covers the outlying areas via route 5 (regional route to Auburn) and route 6 (Penn Valley and Lake Wildwood). The zone 1 one-way cash fare is \$1.50 regular and \$0.75 discount while the zone 2 one-way cash fares are \$3.00 regular and \$1.50 discount. Transfers are available on all routes.

Gold Country Stage has a fleet of 11 revenue vehicles comprised of 29 foot cutaway buses and five non-revenue support vehicles. In FY2017/18 GCS operated 20,181 revenue hours, 291,821 revenue miles while providing 201,887 passenger trips. This represents a nine percent increase in ridership over the prior year, which reverses a minor declining trend for the prior two service years. Current FY2018/19 ridership figures indicate that the increase in ridership is continuing with year-to-date ridership up approximately 5 percent over the prior year.

ADA paratransit services are operated under contract with Paratransit Services Inc. and are branded as Gold Country LIFT, a separate entity from the local fixed route bus operations. Paratransit service is provided as an on-demand door-to-door shared ride service. The ADA paratransit service area is based upon the federally mandated  $\frac{3}{4}$  mile boundary surrounding the local fixed route bus service with an additional  $\frac{3}{4}$  mile supplemental zone service area added to accommodate the rural nature of Western Nevada County.

The fare structure for ADA paratransit service is similar to that of the fixed route system incorporating a two zone fare system. Zone one is within the  $\frac{3}{4}$  mile ADA boundary and has a fare of \$3.00 per one-way trip. Zone two are those areas within the additional  $\frac{3}{4}$  mile supplemental zone boundary and has a fare of \$5.00 per one-way trip.

The “branding” of Gold Country Stage has been relatively consistent since its inception in 1975 with only minor variations in color scheme and a move from a wagon wheel to a stage coach brand logo. Similarly the Gold Country LIFT branding has been consistent throughout the life of the contract operations.

## **5. DESCRIPTION OF SERVICES REQUIRED**

The Transit Services Division is inviting proposals from qualified firms to provide consulting services for the development of a brand identity, including new naming concepts, development of a logo, symbols and or design, and establishment of branding strategies for the transit services the County of Nevada.

The County currently has two brands: one is Gold Country Stage, which is the County's local and regional fixed route bus system and all associated passenger information materials. The second is The Lift, which is the County's complementary ADA paratransit service operated through a contract with Paratransit Services, Inc. The job of the consultant will be to develop a new brand for Gold Country Stage and a sub-brand for the Lift.

Upon selection, the consultant will work with TSD staff and a Project Management Team to provide professional and marketing services to prepare both a final design and working templates that will include but not be limited to the following: brand identity, name(s), logo, color scheme and basic graphic designs and standards for the division to follow.

The proposed new name and brand may reflect the historical and or cultural nature of Nevada County and the services the TSD is currently providing or planning to provide; however, staff is open to a less traditional approach to naming as well. Decisions regarding brand identity, colors, logo and new graphics will be made in consultation with TSD staff and the Project Management Team and shall convey the new brand and be consistent throughout all marketing material. Consultant will be

responsible for public opinion testing of developed names and logos. The Consultant will also prepare presentations to the Transit Services Commission and the County of Nevada Board of Supervisors to solicit their input on the name and logo. The final approved name(s), logo(s) and color scheme will be utilized to develop an exterior bus paint scheme, bus stop signage design and overall TSD graphics/print collateral including Rider's Guide.

### 5.1. Tasks and Project Deliverables

**Task 1:** Kick-off Meeting & Project management plan

**Deliverable:** Onsite kick-off meeting and Draft project management plan

**Task 2:** Public Opinion and Testing

**Deliverable:** Public opinion outreach and testing plan, evaluation and implementation. This should include a plan for all public outreach (minimum of two events) and presentations to the Transit Services Commission (minimum of two presentations; draft and final) and the Nevada County Board of Directors (minimum of one presentation; final). Total minimum number of outreach events and presentations is five (5). Should include proposed methodology for outreach/opinion testing.

**Task 3:** Naming

**Deliverable:** Development of up to three names for each service; Gold Country Stage and Gold Country Lift.

**Task 4:** Logos

**Deliverable:** Development of up to three logos, including color scheme, for each service: Gold Country Stage and Gold Country Lift.

**Task 5:** New Bus Stop/Shelter Graphics

**Deliverable:** Bus stop sign graphic incorporating the approved name, color scheme and logo.

**Task 6:** Agency Collateral

**Deliverable:** Develop print collateral, including but not limited to: rider's guides, passes/ fare media, business cards and letterhead design.

**Task 7:** Overall TSD Graphic Standards

**Deliverable:** Develop a style guide (manual) outlining the use of new name(s), colors and logo(s) as defined above, including font types and hierarchy (headings, sub-headings, paragraphs text, etc.). All graphics, color schemes, font types, font sizing etc. will be itemized, including specific electronic programs or software required for reproduction purposes. All print products should be developed with ADA accessible formatting included as an option.

**Task 8:** Bus and Van Schematic

**Deliverable:** Develop a bus wrap schematic for Gold Country Stage vehicles (2016 IC 29 foot Cutaway, 2018 IC 29 foot Cutaway, Dodge Caravan (3) and Ford Escape (2)) and Gold Country Lift vehicles (2018-19 Ford V350 Transit Van, 2013 E350 Cutaway 8 passenger, 2013 E450 Cutaway 10 passenger and 2013 E450 Cutaway 14 passenger)

## 6. ASSURANCE OF DESIGNATED STAFF

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

## 7. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section and submitted in a sealed package clearly labeled with the title of this RFP. 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 Sheet (Attachment C)

- 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 #.
- The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

### 7.2. TAB A: Qualifications of Vendor

- Vendor is to provide a brief narrative describing project understanding, challenges and opportunities.
- Vendor is to provide a brief history of firm experience, i.e., how many years in business, total number of graphic artists on staff, firm's experience of in renaming, branding and public opinion testing/outreach for public sector and private sector companies.
- Vendor is to provide resumes/CVs for all key staff who would be assigned to this project, including any specialized training or expertise. Please include percentage of time, per person, allocated to this project (i.e. Project Principal, 20 percent).

### 7.3. TAB B: Project Understanding

- Experience – This section should contain a concise description of the proposer's prior branding and renaming projects, inclusive of public outreach and opinion testing, for public or private sector agencies with services similar to those outlined in the Scope of Work, listing a minimum of three projects within the past three years. The information provided should include:
  - Name, address, and telephone number of the responsible official within the organization
  - Reference agency website links
  - Before and after photos/images
  - Cost of the contract
  - Dates services encompass
  - Services provided, including number of public outreach/opinion testing events
  - The status of the contract

### 7.4. TAB C: Work Plan/Scope of Work

- Vendor is to provide a detailed narrative work plan which identifies all work efforts proposed in order to successfully complete each Task Deliverable.
- Vendor is to provide visual representation of the work plan timeline, by Task and Deliverable, in clearly labeled chart format.
- Vendor is also to detail their project approach to this study



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

**7.6. Project Cost** - Cost Proposals will only be requested of the "short-listed" firms (those who are invited to interview (see Evaluation Criteria). Cost Proposals must be provided in a separate sealed envelope and brought with you to the interview. If no interviews are held, the County will request a Cost Proposal from the top-ranked firm. Cost Proposals must be submitted within 2 days after written request from the County

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

## 8. SELECTION PROCEDURES.

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. 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.

SOQs will be evaluated based on the following criteria:

<b>Evaluation Criteria:</b>	<b>Possible Points</b>
Qualifications of Vendor (per section 7.2)	15
Qualifications of Proposed Staff (per section 7.2)	20
Project Understanding (per section 7.3)	25
Work Plan/ Scope of Work (per section 7.4)	40
<b>Total</b>	<b>100 points</b>

If Interviews are required they will be evaluated based on the following criteria:

<b>Interview Criteria:</b>	<b>Possible Points</b>
Experience working with similarly sized agencies (Section 7.3)	30
Quality of staff proposed for project (Section 7.2)	20
Presentation of work plan and description of possible modifications (Section 7.4 & 7.5)	35
Proposed Cost ( per section 7.6)	15
<b>Total</b>	<b>100 points</b>

## 9. INQUIRIES

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

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

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**ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)****PERSONAL SERVICES CONTRACT**

County of Nevada, California

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

**Contractor's Name**

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

(\$1) **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:

(\$6) **Commercial General Liability**

(\$1,000,000 per occurrence)

Req'd

Not Req'd

☒

\_\_\_\_\_

(\$2,000,000 aggregate limit)

☒

\_\_\_\_\_

(\$7) **Automobile Liability**

(\$ 300,000) Personal Auto

☐

\_\_\_\_\_

(\$1,000,000) Business Rated

☒

\_\_\_\_\_

(\$1,000,000) Commercial Policy

☒

\_\_\_\_\_

(\$8) **Worker's Compensation** (Statutory Limits as required by the state of California)☒

\_\_\_\_\_

(\$1,000,000) Employer's Liability Insurance

☒

\_\_\_\_\_

(\$9) **Errors and Omissions**

(\$2,000,000 per occurrence)

☒

\_\_\_\_\_

(\$2,000,000 aggregate)

☒

\_\_\_\_\_

**LICENSES AND PREVAILING WAGES**

(\$14) Designate all required licenses:

\_\_\_\_\_

**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:

**Exhibit A: Scope of Work** (Provided by Contractor)

Req'd

Not Req'd

☒

\_\_\_\_\_

**Exhibit B: Cost Proposal** (Paid by County)☒

\_\_\_\_\_

<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	_____	_____
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	_____	_____

### Terms

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

### Services

#### **1. Scope of Services:**

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

### Payment

#### **2. Charges and Payments:**

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

### Time for Performance

#### **3. Contract Term:**

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

#### **4. Liquidated Damages:**

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

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

#### **5. Time of the Essence:**

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

### Insurance

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

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

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

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

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

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

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

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

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

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

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

**9. Errors and Omissions:**

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

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

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

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

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a

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

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

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

**Personal Services**

**12. Contractor as Independent:**

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

**13. Assignment and Subcontracting:**

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

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

**14. Licensing and Permits:**

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

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

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

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

## **EXHIBIT A**

### SCOPE OF WORK

## **EXHIBIT B**

### **PAYMENT TERMS**

## ATTACHMENT B : PRICE PROPOSAL

	Personnel (hours assigned)					Travel (cost)	Materials (cost)	Total Cost
	(Name + Title)	(Name + Title)	(Name + Title)	(Name + Title)	(Name + Title)			
Task 1								
Task 2								
Task 3								
Task 4								
Task 5								
Task 6								
Task 7								
Task 8								
Sub-contractor								
Total								

[illegible]

## ATTACHMENT C: COVER SHEET

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
<b>Federal Tax ID Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number (s)</b>	
<b>Contact Person – e-mail address</b>	
<b>Acknowledgment of Receipt of all RFP addenda</b>	

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.

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Signature of Authorized Representative

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Printed Name of Authorized Representative

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Date