



RESOLUTION No. 20-077

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE REQUEST FOR PROPOSAL (RFP) AND SCOPE OF SERVICES FOR ECONOMIC DEVELOPMENT MANAGEMENT SERVICES AND AUTHORIZING THE PURCHASING DIVISION TO ADVERTISE FOR BIDS

WHEREAS, the Board of Supervisors directed staff to conduct a Request for Proposal (RFP) for economic development management services at its annual Board workshop on January 24, 2020; and

WHEREAS, the Board of Supervisors directed staff to work with an Ad Hoc Economic Development Subcommittee consisting of the Board of Supervisors' Chair and Vice-Chair in developing an RFP Scope of Services for economic development management services; and

WHEREAS, the Board of Supervisors adopted Resolution 20-014 on February 11, 2020 outlining its 2020 Policy Objectives that includes to "proactively support job-enhancing economic development by implementing business friendly data-driven policies, investing in broadband and infrastructure projects that enhance the quality of life for all Nevada County residents, and partner with private sector, non-profit, Grass Valley, Nevada City and Truckee leaders to collaboratively support local businesses and promote tourism"; and

WHEREAS, the Board of Supervisors reaffirmed its commitment to collaboration and open and honest communication in its Vision, Mission and Value Statements adopted via Resolution 20-035 on February 11, 2020; and

WHEREAS, the Ad Hoc Economic Development Subcommittee reviewed, provided input and approved the RFP Scope of Services for a comprehensive economic development management services on February 21, 2020; and

WHEREAS, the Board of Supervisors wishes to confirm its approval and commitment to the RFP Scope of Services and authorize the Purchasing Division to advertise for bids for economic development management services.

NOW, THEREFORE, BE IT RESOLVED, by the Nevada County Board of Supervisors of the County of Nevada, State of California:

1. Approves the RFP Scope of Services for economic development management services, and grants the Purchasing Agent the authorization to incorporate any final changes into the bid documents before advertising for bids; and
2. Authorizes the Purchasing Division to advertise for bids to the qualified firms or organizations for economic development management services.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of March, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

3/10/2020 cc: Purchasing*
COB*

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

County Executive Office



REQUEST FOR PROPOSALS

for

Economic Development Management Services

RFP No. 125254

Release Date: March 11, 2020

Submittal Deadline: April 21, 2020
not later than 5:00 PM (Pacific)

Nevada County RFP No. 125254
Economic Development Management Services

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1.0 INTRODUCTION

Nevada County is inviting proposals from qualified firms and organizations with the experience, expertise, and qualifications to provide comprehensive economic development management services.

On February 11, 2020 the Board of Supervisors adopted its annual priorities which includes:

Proactively support job-enhancing economic development by implementing business friendly, data-driven policies, investing in broadband and infrastructure projects that enhance the quality of life for all Nevada County residents, and partnering with private sector, non-profit, Grass Valley, Nevada City and Truckee leaders to collaboratively support local businesses and promote tourism.

Economic development can be achieved when a community's standard of living can be persevered and increased through a process of human and physical development that is based on principles of equity and sustainability. Specifically, the County of Nevada is seeking a Proposer that leverages private business leadership to a) provide business retention and expansion services, b) develop a regional economic development strategic plan that incorporates the participation of the local incorporated jurisdictions of the City of Grass Valley, City of Nevada City, the Town of Truckee and business community stakeholders, and c) provide warm-handoff coordination services with the jurisdictional development agencies to assist businesses with the regulatory permitting and development processes and support jurisdictional activities to promote local economic development.

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

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

Direct all inquiries regarding this RFP in writing to:

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

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

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

All addenda for this RFP will be distributed via Nevada County's website:

<https://www.mynevadacounty.com/734/Purchasing#RFP>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of

the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

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

Pre-Proposal Conference.....	March 17, 2020
Deadline for Final Questions.....	April 9, 2020
Proposal Submission Deadline.....	April 21, 2020
Evaluation of Proposals.....	April 22, 2020 – May 8, 2020
Interviews (optional).....	May 15, 2020
Contract Negotiations.....	May 20, 2020 – June 8, 2020
Contract approval by Board of Supervisors.....	June 23, 2020

3.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **March 17, 2020 at 11:00am** at the following location:

**Board of Supervisors Chambers
Nevada County Eric Rood Administrative Center
950 Maidu Ave
Nevada City, CA 95959**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed as soon as practical following the meeting.

4.0 BACKGROUND

The County of Nevada ("County") has promoted economic development in a variety of ways over the years that have included the promotion of business retention, business expansion, business attraction, tourism attraction, tourism branding and integrated tourism marketing. Before 2012, the County's economic development strategy was to geographically and politically placate local business organizations by providing limited funding to various organizations throughout the County that included Chamber of Commerce organizations, local economic development organizations, and local art and nonprofit organizations. However, in 2012, the County shifted its efforts towards a two-fold approach. One, concentrate its contribution for economic development and tourism with one entity, which after a Request for Proposal (RFP) process, was contracted with the Nevada County Economic Resource Council (ERC) for a one-year contract in 2012, two-year contract in 2013-2014, and five-year contract in 2015-2020 that is due to expire on June 30, 2020. The second part of the strategy was to create an economic development infrastructure assignment fund. The County employed a policy wherein any Transient Occupancy Tax (TOT) that is not used to fund the County's

economic development contract is subsequently allocated for use for infrastructure development to support and facilitate private investment in the County to generate quality income jobs. Additionally, the County is also a member of the Sierra Economic Development District (SEDD) that enables the County to leverage U.S. Economic Development Administration (EDA) funding for regional projects identified in the SEDD's Comprehensive Economic Development Strategy (CEDS) Plan that is administered by the Sierra Business Council (SBC).

The County's current contract for economic development scope of services includes six main activities:

1. Provide technical assistance to local businesses that includes but is not limited to i) serving as a central resource for business retention and expansion, ii) connecting local businesses to vital sources of capital, information and resources, iii) provide recommended reforms to mitigate barriers to economic development, iv) provide resources to businesses, v) assist in fostering business start-up initiatives, and v) increase jobs through business development.
2. Support the growth of existing and emerging business "clusters" such as technology, agriculture, health and recreation, with special emphasis on Digital Media.
3. Assist business with talent-related needs that include but are not limited to i) collaborate with industry, workforce development and education partners to improve the labor pool for employers and employment opportunities, ii) advise workforce development partners on labor trends and needed skills, iii) market programs to meet specific workforce needs in the community, and iv) identify local business staffing needs and facilitate coordination with job placement programs.
4. Assist businesses seeking to move to the area that includes but is not limited to i) collaborating with participants from public and private sectors to address regulatory, permitting, infrastructure and other site related needs, ii) serve as a central information resource to pull together customer data to meet the needs of companies seeking to locate in the area, iii) work closely with key stakeholders to provide resources and information that are essential to locating businesses in Nevada County, and iv) integrate business attraction initiative efforts through marketing activities.
5. Implement an integrated marketing campaign that encompasses tourism, the arts, talent and technology companies that includes but is not limited to i) develop marketing materials that integrate tourism, arts, talent and technology, ii) participate in key trade shows and conferences, iii) promote economic development services through a variety of printed and digital media, and iv) increase and expand participation and collaboration by stakeholders.
6. Maintain the County's Tourism Website, GoNevadaCounty.com that includes but is not limited to i) providing technical maintenance to the website, ii) providing content management that incorporates a community calendar of events, and iii) leverage integrated tourism marketing strategies such as AdWords Campaign and targeted digital display advertising and a press room portal.

In January 2020, the Board of Supervisors directed staff to implement a new economic development strategy to better align the County's activities with industry best practices that distinguishes between the County's direct and supporting role in promoting economic development. Specifically, the County's direct role in economic development includes 1) policy development, 2) enhancing regulatory service culture within the Community Development Agency (CDA) that minimizes barriers to economic development, 3) developing infrastructure that fosters business development, and 4) employing a pro-active approach using data to understand specific needs and opportunities to assist in attracting businesses. The County's supporting role includes 1) supporting business technical assistance and workforce development services, 2) leveraging stronger role of private business leadership to retain and expand existing businesses, 3) providing private sector businesses with coordinated linkage to

regulatory development process that are timely, transparent and consistent, 4) developing a regional economic development plan that incorporates key stakeholders including the City of Grass Valley, City of Nevada City and the Town of Truckee, and 5) promoting Tourism through the development of a Tourism Business Improvement District (TBID).

The Board of Supervisors directed staff to conduct a RFP for a new contract for Economic Development Management Services with substantial changes in the schedule of services to include business technical assistance, developing a regional economic development strategic plan that incorporates the participation of the local incorporated jurisdictions of the City of Grass Valley, City of Nevada City, the Town of Truckee and business community stakeholders, and providing warm-handoff coordination services with the jurisdictional development agencies to assist businesses with the regulatory permitting and development processes that support and promote local economic development. The County's contract will no longer include tourism promotional and integrated marketing activities, nor maintenance of GoNevadaCounty.com tourism website. Instead the County will work separately outside this contract to assist in supporting the development of a TBID to develop sustained funding for tourism promotion and contract services for GoNevadaCounty.com. The County's current allocation towards its economic development contract is approximately \$141,000 with an additional \$70,000 for integrated tourism marketing services. Nevada County wishes to leverage its economic development activities through a public/private partnership. As such, proposals should consider previous funding allocations, private sector contributions, state and federal funding opportunities, and other resources when developing their Cost Proposal Plan.

5.0 SCOPE OF SERVICES

The selected proposer(s) hereinafter referred to as Provider, shall provide business technical assistance, facilitate the development of a county-wide economic development strategic plan that incorporates the participation of local incorporated jurisdictions of the City of Grass Valley, City of Nevada City, the Town of Truckee and business community stakeholders, and promote and leverage an inclusive private business collaborative strategy for economic development.

5.1 The Provider(s) shall deliver the following services:

5.1.1 Business Technical Assistance

5.1.1.1 On an ongoing basis, the Provider will provide a robust business technical assistance program in both western and eastern Nevada County that promotes the retention and expansion of existing and new businesses and higher-wage job creation. Business technical assistance will include:

5.1.1.1.1 Providing resources such as business planning, financial planning, strategic planning, needs assessments, workforce recruitment and development planning.

5.1.1.1.2 Promote business assistance services through outreach marketing strategies to all industry sector stakeholders.

5.1.1.1.3 Providing access to business resources such as investor capital, relocation services, grants, and other applicable federal, state and local resources.

5.1.1.1.4 Providing resources for workforce development to support the recruitment, retention and development of workforce needs that include recruitment services to local businesses with local services and opportunities such as Social

Services, CalWORKs, Alliance for Workforce Development, Sierra College, and private sector workforce networks.

5.1.1.1.5 Providing warm-handoff coordination services between new and existing businesses and Nevada County Community Development Agency (CDA) Departments and Divisions that include the Planning Department, Building Department, Public Works, Environmental Health, Cannabis Compliance, Code Compliance, and other designated executive staff.

5.1.1.1.6 Assisting CDA to deliver timely, transparent and consistent services by advising and providing referral resources to new or existing businesses who need assistance navigating the permitting of other regulatory processes. Provider shall follow-up on all referrals for assistance provided by CDA.

5.1.1.1.7 Providing ideas to County staff for infrastructure development and developer partnership opportunities, and other economic development strategies.

5.1.1.1.8 Providing linkage services, where applicable, to incorporated jurisdictional development departments of the City of Grass Valley, City of Nevada City, and Town of Truckee.

5.1.2 Development of a Regional Economic Development Plan

5.1.2.1 The Provider will facilitate the development of a County-wide Economic Development Plan that incorporates the participation of private industry stakeholders, and public jurisdictional stakeholders that includes the City of Grass Valley, City of Nevada City, Town of Truckee, educational institutions, special districts, and other stakeholders.

5.1.2.1.1 The County-wide Economic Development Plan will include key elements that identify strategic implementation activities to 1) support and promote sustained growth for business retention, expansion and attraction, 2) support and promote workforce development with focus on higher-wage jobs, 3) identify infrastructure development needs including housing and broadband, 4) recommendations for public policy and government services, and 5) support and promote vibrant community and tourism attraction strategies.

5.1.2.1.2 The facilitation of a County-wide Economic Development Plan will include identifying and engaging applicable stakeholder leaders through a succinct and organized process that is inclusive and collaborative.

5.1.3 Inclusive Private Business Collaboration

5.1.3.1 On an ongoing basis, the Provider will engage, maintain and leverage private businesses in an inclusive collaborative manner to support, promote, provide and inform the economic activities that support and promote sustainable economic development.

5.1.3.2 Promoting and participating in local and regional networking events, workshops and applicable economic development association organizations.

5.2 Deliverables

1. On an ongoing basis, Provider will collect information on business technical assistance services delivered. This will include data on the number of business served, types of businesses and industries served, type of services provided, and the number estimated number of jobs created and/or retained as a result of services provided.
2. On an ongoing basis, Provider will collect information on warm-handoff coordination services with the jurisdictional development agencies services delivered. This will include data on the number of business served, types of businesses and industries served, type of coordinated services and applicable jurisdictional development department divisions connected. Provider will also collect information on the types or permits needed/provided and business feedback.
3. Provider will meet with Nevada County CDA staff on a regular basis as needed, but no less than monthly, in implementing and operating a warm-handoff coordination services and is strongly encouraged to meet with the cities.
4. Provider will provide information on how it engages and leverages an inclusive private business collaboration strategy across all sectors within eastern and western Nevada County to promote and support economic development.
5. Provider shall develop and provide a County-wide Economic Development Plan to be presented for adoption to the Nevada County Board of Supervisors that incorporates collaborative efforts with the City of Grass Valley, City of Nevada City, and the Town of Truckee.
6. Provide an annual presentation to the Board of Supervisors on all contract activities.

5.3 Reporting Requirements

Provider shall comply with the following reporting requirements:

1. On a monthly basis, Provider will provide an overview summary report on all schedule of services.
2. On a quarterly basis, provider shall provide a detailed quarterly report on all schedule of services including monthly financial reports.
3. At the end of the fiscal year, Provider shall provide an annual report on all schedule of service activities, including an annual financial report.
4. At the end of the fiscal year, Provider shall provide an annual presentation on all schedule of service activities to the Board of Supervisors, including a summary of all financial activity.

6.0 **ASSURANCE OF DESIGNATED STAFF**

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

7.0 **GENERAL TERMS & CONDITIONS**

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

- 7.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 7.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 7.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 7.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 7.6 **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.
- 7.7 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment C**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 7.8 **Protests and Appeals.** In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information and General Services. The protest shall be submitted in writing to the Director of Information and General Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

8.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be

cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

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

8.1 Cover Letter with the following information:

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

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

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

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

8.3 TAB A: Firm's Qualifications — Describe your organization or corporation ("firm") and provide a statement of the firm's qualifications for performing requested comprehensive economic development management services. Provide information on the make-up of your organizational structure and how private business leadership will advise organizational decision making related to the contract. How will your firm routinely engage private industry stakeholders and public sector stakeholders? Please indicate whether you anticipate private sector funding to contribute to your economic development activities (i.e. match funding). Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any, and how the firm

is qualified. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its membership, and size variation of staffing levels in the past five years and any anticipated upstaffing.

Also, provide a summary of the firm's experience in providing these or similar services including defining economic development and outlining best practices that the firm holds regarding these activities. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Private sector references are preferred. Provide a brief summary of the qualifications and experience of each team member assigned, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team.

- 8.4 **TAB B: Business Technical Assistance** – Provide a detailed discussion of your firm's approach to the successful implementation of providing business technical assistance and how you will provide warm-hand off coordination services with Nevada County CDA and other jurisdiction development agencies. In your narrative, please describe how you will offer services business located in both eastern and western Nevada County. This should include a description of where services will be provided, how your Firm will conduct outreach for its services and any other activities that you propose to support and promote economic development. Please also explain how you will incorporate and leverage private industry leadership, and private sector resources or contributions in managing the schedule of services. Include a proposed work schedule to accomplish all the required tasks for the year. Please also provide any proposed activities to promote economic development not listed in the Scope of Services.
- 8.5 **TAB C: Facilitation and Development of a County-wide Economic Development Plan** – Provide a detailed discussion of your firm's approach to the successful implementation of facilitating and developing a county-wide economic development plan. How will you engage and promote collaboration with the City of Grass Valley, City of Nevada City and Town of Truckee? What other public sector stakeholders do you plan to engage and how will you collaborate with private sector stakeholders? Please provide a tentative list of stakeholders and how you will conduct outreach activities, as well as your firm's approach to developing a plan. Please also provide a narrative of your firm vision for a county-wide economic development plan that can be successfully implemented. Please provide an estimated timeline, including a summary of associated costs and staff time.
- 8.6 **TAB D: Inclusive Private Sector Collaboration** – Provide a detailed discussion of how your firm will incorporate an inclusive collaborative approach with a cross-section of business businesses to support each other in a growing economy that leverages input on economic development activities. How will you conduct outreach and organize your operations that includes all industry sectors within the local economy? How will you continue to engage business leaders' overtime? How will you leverage private resources to promote economic development? Please provide a list of any business organizations or associations that your firm is a member of or will engage. Please provide a list of your organization's membership if any, and how you will engage private sector leaders in both eastern and western Nevada County.
- 8.7 **TAB E: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer's statement, but will make its own determination as to what will be released. County will then notify the submitting firm of its determination, and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
- C. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per **Section 6.0**)
- D. Include a statement which declares there is no Conflict of Interest (per **Section 7.5**)
- E. Provide a statement attesting there has been no Collusion (see **Section 7.6**)
- F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 7.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29

8.8 **TAB G: Fiduciary responsibility** – Describe how your firm will utilize the available budget to the maximum amount possible. Explain how you will stretch the funds to obtain the maximum benefit to the County. Describe any cost saving solutions your firm may seek to achieve utilizing the budget to the maximum amount. Define ways your firm will bring this project in under budget.

8.9 **TAB F: Cost Proposal** – Using the form provided in **Attachment B**, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the County. Include specific line items related to all evaluation costs, staffing and tools. Itemize the costs includes in the Operational and Overhead sections of the Cost Proposal. **All cost proposals shall be signed and dated per Section 8.2 above.**

8.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment C**). 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.

9.0 SUBMITTAL INSTRUCTIONS

9.1 Your submittal package shall include the following:

Seven (7) printed copies of your proposal

One (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media

9.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

9.3 Proposals must be submitted ONLY to the following addresses:

US Mail, Fed Ex, UPS, etc. to:

Nevada County Purchasing Division
Eric Rood Administrative Center, 1st floor
Suite 130
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

9.4 Faxed and/or emailed proposals shall not be accepted.

9.5 The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.

9.6 Late submittals shall not be accepted or considered.

9.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

9.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.

9.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

9.10 All costs associated with proposal preparation shall be borne by the offeror.

9.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

10.0 EVALUATION CRITERIA

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

Evaluation Criteria – Written Proposals	Maximum Points Possible
Experience and qualifications of firm & staff	20
Proposal for Business Technical Assistance Services	25
Proposal for Coordinated Services with CDA and regulatory agencies	15
Proposal for County-wide Economic Development Plan	20
Proposal for Inclusive Private Business Collaboration	20
Total Possible Points:	100

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

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

<u>Evaluation Criteria - Interviews</u>	<u>Maximum Points Possible</u>
Experience and qualifications of firm & staff	15
Quality of Business Technical Services proposal	25
Experience and understanding of a County-wide Economic Development Plan	15
Approach to Private Business Leadership and inclusive collaboration	25
Vendor response to the Interview	10
Proposed Cost (per Section 7.8)	20
Total Possible Points:	110

11.0 SELECTION PROCEDURE

- 11.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 11.2 Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 11.3 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 11.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 11.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 11.6 The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

REQUIRED STATEMENTS

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

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

2) Scope of Work and Addenda

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

3) Public Records Act

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

_____ None of this submittal is considered proprietary

OR

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

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

4) Non-Substitution of Designated Staff

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

5) Non-Conflict of Interest

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

6) Non-Collusion

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

7) Insurance Requirements

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

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

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

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

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

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

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

COST PROPOSAL FORM

INSTRUCTIONS: Using this form, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks including staffing costs as described in your project plan. Please distinguish between operational and one-time costs. Include a schedule of hourly rates for all proposed staff, subcontractors, traveling expenses and the amount of time each staffing will be devoted to each section within the required scope of services. Define any reimbursable expenses requested to be paid by the County.

All cost proposals shall be signed and dated per Section 8.2 of this RFP and shall be submitted in a separate sealed envelope or package.

DESCRIPTION	COST
	\$
TOTAL COST:	\$

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

PERSONAL SERVICES CONTRACT DRAFT

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:** 00/00/0000 **Contract Termination Date:** 00/00/0000

(§4) **Liquidated Damages:**

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	<u>X</u>	
(§7) Automobile Liability	(\$ 300,000) Personal Auto		<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	
	(\$1,000,000) Commercial Policy		
(§8) Worker's Compensation		<u>X</u>	
(§9) Errors and Omissions	(\$2,000,000)	<u>X</u>	

LICENSES

Designate all required licenses:

(§14)

NOTICE & IDENTIFICATION

(§26) **Contractor:**

County of Nevada:

950 Maidu Avenue
Nevada City, California 95959

Contact Person:

()

e-mail:

Contact Person:

(530) 265-

e-mail:

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Db,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

Req'd Not Req'd

Exhibit A: Schedule of Services (Provided by Contractor)

Exhibit B: Schedule of Charges and Payments (Paid by County)

Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)

Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

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

Time for Performance

3. Contract Term:

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

4. Liquidated Damages:

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

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

5. Time of the Essence:

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

Insurance

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

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the

County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶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. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

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

Exhibits

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