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

County Executive Office

NEVADA COUNTY
CALIFORNIA

REQUEST FOR PROPOSALS

for

Conflict Indigent Legal Defense Services

RFP No. 107956

Release Date: April 7, 2023

Submittal Deadline: May 16, 2023
not later than 5:00 PM (Pacific)

Nevada County RFP No. 170956

Conflict Indigent Legal Defense Services

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ATTACHMENTS

- **Required Statements**
- **Cost Proposal Form**
- **Draft Contract**

1.0 INTRODUCTION

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

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

Caseload data and a list of case types is provided in section 4.1 and 4.2.

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

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@nevadacountyca.gov

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……	April 19,2023 at 10:00am
Deadline for Final Questions……	May 5, 2023 by 5:00pm
Proposal Submission Deadline……	May 16, 2023 before 5:00pm
Evaluation of Proposals……	May 17 through May 30, 2023
Interviews (optional)……	June 7, 2023 (hold entire day)
Contract Negotiations……	June 12 through June 20, 2023
Contract approval by Board of Supervisors……	July 2023

3.0 PRE-PROPOSAL CONFERENCE

A virtual proposer's conference has been scheduled for **April 19 2023 at 10:00am** at the following location:**Join on your computer, mobile app or room device**

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 237 891 749 537

Passcode: uiz3Eo

Download Teams | Join on the web

Or call in (audio only)

+1 530-414-9282,,454569695# United States, Truckee

Phone Conference ID: 454 569 695#

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

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

However, when a conflict of interest is present or when the Public Defender's Office is otherwise unable to represent an indigent client, legal representation must be provided by

an outside attorney. Data on the projected types and quantities of these conflict instances is provided in **section 4.1.** of this document.

The County is soliciting proposals to assure that services to clients are provided in compliance with the constitutional mandates of effective counsel, while maintaining best practices of governmental efficiency, economy and accountability. The County is interested in a contract that provides the following:

- Clear and efficient procedure for Courts when assigning conflict cases
- 100% of cases appointed within contract(s)
  - Including coverage for cases in both Western and Eastern Nevada County
- Streamlined billing and case data management
- Increased stability of costs
- Increased oversight of contracted conflict attorney service delivery quality

4.1 Caseload Data

The table below represents the County's best estimate of caseloads by given recent historical data. These statistics are open to fluctuation depending on actual activities in the Courts system within any given year. The Public Defender's office is given first right of refusal on all new indigent defense cases. In the event of new criminal conduct and/or a violation of supervision occurring more than three months after case resolution, Public Defender would be given first right of refusal.

Cases are currently assigned a Case Tier which reflects the nature of the case to be defended. Tier definitions are identified in Section 4.2 below.

Case Tier	3-Year Average Quantity	County Estimated Quantity
Tier 1	12	15
Tier 2	18	25
Tier 3	90	115
Tier 4	80	100
TOTAL	**200**	**255**

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

In the event of significant deviations from the estimated caseloads and/or tier distributions, the awarded contract can be amended by agreement between both the County, the Court and the Contractor.

4.2 Case Tier Definitions

- **Tier 1:** All crimes listed in 667(e)(2)(C)(iv), specifically:
    - A “sexually violent offense” as defined in subdivision (b) of Section 6600 of the Welfare and Institutions Code.
    - Oral copulation with a child who is under 14 years of age, and who is more than 10 years younger than he or she as defined by Section 288a , sodomy with another person who is under 14 years of age and more than 10 years younger than he or she as defined by Section 286 , or sexual penetration with another person who is under 14 years of age, and who is more than 10 years younger than he or she, as defined by Section 289.
    - A lewd or lascivious act involving a child under 14 years of age, in violation of Section 288.
    - Any homicide offense, including any attempted homicide offense, defined in Sections 187 to 191.5, inclusive.
    - Solicitation to commit murder as defined in Section 653f.
    - Assault with a machine gun on a peace officer or firefighter, as defined in paragraph
    - (3) of subdivision (d) of Section 245.
    - Possession of a weapon of mass destruction, as defined in paragraph (1) of subdivision (a) of Section 11418.
    - Any serious and/or violent felony offense punishable in California by life imprisonment or death.
- **Tier 2:** All felonies as defined in Penal Code section 667.5 not listed in Tier 1; AND all other felonies carrying a maximum exposure of ten years or more; OR a combination of felonies, and/or combination of felonies and special allegations carrying a maximum exposure of ten years or more.
- **Tier 3:** All felonies, including all violations of felony supervision, that are not described by Tiers 1 or 2; AND/OR any misdemeanor that requires registration as a sex offender.
- **Tier 4:** All other cases not defined by Tiers 1, 2 or 3.

Note: Juvenile case rates will be determined using the maximum exposure as if the minor was charged as an adult.

5.0 DESCRIPTION OF SERVICES

5.1. SCOPE OF SERVICES

a. Contractor shall provide some level of consistent presence via office location or other meeting space accessible to clients in both Western and Eastern Nevada County where those clients appointed by the Court may bring their cases and be received. This office shall be open for a reasonable set of business hours and be properly staffed and shall ensure compliance with the Americans with Disabilities Act (ADA). Alternatives to having ADA compliant primary offices may be considered, such as specifying an ADA compliant location to meet clients as needed. An ideal office location would also be near public transportation connector.

b. Contractor shall provide all necessary clerical and telephone services, office space, supplies, transportation and any other items of service that may be necessary to properly perform the functions set forth above.

c. Contractor shall establish a primary point of contact or lead attorney role to serve as an administrator through which case assignment, fulfillment of contractual obligations and all other questions or issues pertaining to contract will be managed.

d. Contractor shall include considerations for a 24/7 Juvenile Hotline. Current averages for after-hours Juvenile Hotline calls is approximately 3 per year.

e. Contractor must include a well defined plan for the management of internal conflicts

f. Contractor shall work closely with Public Defender to identify conflict cases and will be present at all arraignment hearings where a conflict indigent defense attorney will be assigned. If an attorney is not able to be present at the scheduled arraignment hearing then Contractor must be available by the next business day.

g. Contractor shall prepare and submit to the County a monthly report on the number of cases completed and in progress status – including but not limited to: motions filed, and substantive hearings held for each case, case type, professional hours rendered, and experts and investigators incurred for each case. Contractor shall prepare and submit an annual report of performance. A system for recording and reporting will be agreed upon between Contractor and County and will be a condition of any final service contract.

h. Contractor understands that contract is subject to an audit process consisting of review of activity and billing records for a small selection of cases at random and agrees to provide all requested information in support of said audit, which would be conducted not more than twice per year.

i. Contractor understands that there will be some measure of reporting and/or data sharing requirements. Proposers are recommended to include a reporting component to their project plan (Section 9), however, this is not specifically required. Final reporting requirements can be defined collaboratively between County and selected contractor.

j. During the term of agreement, Contractor will not accept a civil action bought against the County of Nevada by a client represented under this agreement.

k. During the term of agreement, no private case, criminal or otherwise, shall be knowingly accepted by Contractor, nor work done therewith, which would cause a conflict of interest to arise with a case currently assigned under contract with the County.

l. Unless relieved by the Court, client representation in appointed cases shall be provided until the case is closed, with any attorney time that extends beyond the contract period to be invoiced in accordance with the then-effective Court Rules for court-appointed counsel. Representation continues for clients placed on diversion or in a collaborative court until diversion or participation is terminated and the case is closed.

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

- Felony complaints, information, and indictments
- Misdemeanor complaints and misdemeanor appeals
- Juvenile delinquency petitions pursuant to Welfare & Institutions Code Section 601 and 602
- Contempt (e.g. family law, civil, etc.)
- Probate/LPS Conservatorships
- Franklin hearings
- Community Assistance, Recovery and Empowerment (CARE) Court cases (beginning in 2024)
- All other matters for which indigent counsel is appointed or required, except as noted immediately below.

Indigent defense services anticipated under the basic provisions of this agreement do not include representation for juvenile dependency cases (Welfare & Institutions Code section 300 cases), representation for capital homicide cases, or acting as second counsel in death penalty cases.

5.2. <u>Compensation</u>

a. The County is seeking proposals for the minimum services to be performed. The proposal shall cover the following:

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

b. All proposals must include the services described in section 5.1.

c. Submissions should include proposals for costs for “extraordinary cases.” Extraordinary cases are defined as follows:
“Those cases in which, due to the nature of the crimes charged, the complexity of the legal issues involved, the severity of the penalty sought – including death, the characteristics of the individual defendants, or other factors, unforeseen extraordinary time or expense is required for preparation and trial. Extraordinary cases may include, but are not limited to, capital homicide cases and cases

involving changes in venue beyond a 50-mile radius. Included in the need for additional compensation would be additional investigative costs resulting from the same factors herein."

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 Professional 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: Qualifications and Experience** – Describe how the team will be organized. Discuss the qualifications and experience of your firm, project manager, project team and sub-consultants on similar efforts. Specific experience with City, County, State or Federal efforts and procedures should also be included. The SOQ should contain a listing of current work commitments to other entities or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed commitment will be able to meet the schedule outlined in the SOQ.

If the consultant or sub-consultants practice private defense services in the County of Nevada or acts in responsible charge for a firm that practices private defense services in Nevada County, the consultant or sub-consultants must provide detailed information in their scope of services to avoid potential conflict of interest issues.

NOTE: The County must approve any change in key personnel after the award of a contract before the change is made.

8.4 **TAB B: Experience and References** – Provide a summary of the firm's experience in providing these or similar services including but not limited to the following:

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

8.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including the following:

- Provide names and qualifications of key employees to assigned to this work
- Provide a staffing plan for meeting the requirements
- Provide length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team.
- Include an organization chart of the staff available for project and the designated project manager/lead for each applicable category.
- Provide other relevant information that can aid County in its selection process

8.6 **TAB D: Project Approach** –Describe and define in a specific, concise and straightforward manner, the proposed approach to delivering the services described in this Request for Proposal. The Firm's approach for ensuring communication with County staff is adequate and timely, and support is complete and clients are supported as

required should also be discussed. Describe issues which have arisen on previous similar obligations and how the Firm/Attorney addressed those issues.

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 F: 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.

8.9 **TAB G: Proposed Cost** – Break out costs by category or item as presented in the description of services as outlined in **section 5.**

- Describe the cost basis for price proposal. (E.g. hourly rates for staff)
- Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

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

All cost proposals shall be signed and dated per Section 8.2 above.

9.0 SUBMITTAL INSTRUCTIONS

9.1 Your submittal package shall be sent to the following email address: conflictindigentlegaldefenseservices-2023@nevadacountyca.gov and include the following: **One (1) electronic copy** of your proposal in PDF format

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

9.3 Proposals must be submitted ONLY to the following email address: conflictindigentlegaldefenseservices-2023@nevadacountyca.gov

9.4 Mailed or hard copy proposals shall not be accepted.

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

9.6 Late submittals shall not be accepted or considered.

9.7 All submittals shall be clearly marked with the RFQ number and title on the cover page of the proposal.

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 and proposed Staff (per Sections 8.3, 8.4 and 8.5)	60
Understanding of the project – Project Approach (per Section 8.6)	30
References (per section 8.4)	10
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).

Evaluation Criteria - Interviews	**Maximum Points Possible**
Understanding of the project – Proposed Project Plan	60
Vendor response to the Interview	40
Total Possible Points:	**100**

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

ATTACHMENT B: COST PROPOSAL FORM

INSTRUCTIONS: Using this form, provide: A. selection of County location(s) to be served; B**.** a total cost proposal for all services to be delivered as outlined in Section 5. Include a schedule of hourly rates for all proposed staff and the amount of time each person devoted to this project and define any reimbursable expenses requested to be paid by the County. Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

Total Cost Proposal	**Cost**
Investigative costs	
Expert costs	
Other Professional costs (define)	
Other Professional costs (define)	
Attorney Hourly Rates by Tier	**Hourly Rate**
Tier 1	
Tier 2	
Tier 3	
Tier 4	
Other Reimbursable Expenses Requested	**Cost**
Travel rate (Incl start/stop mileage definition)	
Admin/Overhead (rent etc)	
Participation in collaborative groups	
Other reimbursable (define)	
Escalation rate for additional years (up to 3 additional years)	

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Administering Agency: Nevada County Click or tap here to enter text.

Contract No. _____

Contract Description: Click or tap here to enter text.

PROFESSIONAL SERVICES CONTRACT

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

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed** Click or tap here to enter text. **Dollars ($**Click or tap here to enter text.**).**

3. **Term** This Contract shall commence on Click or tap to enter a date.. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: Click or tap to enter a date..

4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.

5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.

6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's

obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

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

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

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

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of

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

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

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

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

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

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

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

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

    - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at http://www.dir.ca.gov/OPRL/PWD.
    - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
    - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
    - 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** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.

17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

20. **Financial, Statistical and Contract-Related Records:**

    19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

    19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

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

21. **Termination**

- **A.** A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- **B.** If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- **C.** Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, 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 Contractor has no control.

D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

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

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

22. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

23. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.

24. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

25. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

26. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.

27. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

28. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.

29. **Additional Contractor Responsibilities**

    A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.

    B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

    C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and

criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

    Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

    Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

    Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

31. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		**CONTRACTOR:**	
Nevada County Click or tap here to enter text.Department		Name of firm Click or tap here to enter text.	
Address:	Click or tap here to enter text.	Address	Click or tap here to enter text.
City, St, Zip	Click or tap here to enter text.	City, St, Zip	Click or tap here to enter text.
Attn:	Click or tap here to enter text.	Attn:	Click or tap here to enter text.
Email: Click or tap here to enter text. Phone:	Click or tap here to enter text.	Email: Click or tap here to enter text. Phone:	Click or tap here to enter text.

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

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 to begin on the Effective Date.
COUNTY OF NEVADA:
By: _____ Date: _____

Printed Name/Title: Honorable Edward Schofield, Chair, of the Board of Supervisors

By: _____

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

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Click or tap here to enter text.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: ____Secretary_____

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

Exhibits

A. Schedule of Services
B. Schedule of Charges and Payments
C. Insurance Requirements
D. Liquidated Damages

Summary Page

EXHIBIT A

SCHEDULE OF SERVICES

To be Negotiated with the selected Firm .

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

To be Negotiated with the selected Firm .

Maximum Limit & Fee Schedule

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

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

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
Click or tap here to enter text.Department
Address: Click or tap here to enter text.
City, St, Zip Click or tap here to enter text.
Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below *(or in the Scope of Work, or other agreeable interval)*.

Payment Schedule

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance covering **legal malpractice** with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

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

Other Insurance Provisions:

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.

4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.

    a. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

    b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

    c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of polices be different.

12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

14. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

Contractor Name Click or tap here to enter text.

Description of Services Click or tap here to enter text.

SUMMARY OF MATERIAL TERMS

Max Annual Price: Click or tap here to enter text. **Max Multi-Year Price:** Click or tap here to enter text.

FY XX/XX = Click or tap here to enter text.
FY XX/XX = Click or tap here to enter text.
FY XX/XX = Click or tap here to enter text.

Contract Start Date: Click or tap to enter a date. **Contract End Date:** Click or tap to enter a date.

Liquidated Damages: Click or tap here to enter text.

INSURANCE POLICIES	**FUNDING:**
Commercial General Liability ($2,000,000)	Click or tap here to enter text.
Automobile Liability ($1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions ($2,000,000)	
Type Legal Malpractic	

LICENSES AND PREVAILING WAGES

Designate all required licenses: Click or tap here to enter text.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:
Nevada County
Click or tap here to enter text. Department

Address: Click or tap here to enter text.
City, St, Zip Click or tap here to enter text.
Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

CONTRACTOR:
Click or tap here to enter text.

Address Click or tap here to enter text.
City, St, Zip Click or tap here to enter text.
Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.

Contractor is a: (check all that apply)

Corporation: ☐ Calif., ☐ Other, ☐ LLC, ☐
Non- Profit ☐ Corp ☐
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited ☐
Person: ☐ Indiv., ☐ Dba, ☐ Ass'n ☐ Other ☐

EDD Worksheet Required
Yes ☐ No ☐

ATTACHMENTS

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements