

DEPARTMENT OF FINANCE

**COUNTY OF MARIN
REQUEST FOR PROPOSAL (RFP) #2850
FOR
PROFESSIONAL AUDITING SERVICES**

January 30, 2024

On behalf of the Marin County Department of Finance, the Marin County Procurement Division is seeking to contract for professional auditing services as described in this solicitation.

Proposal packages will be received through **Friday, March 1, 2024 UNTIL 2:00 P.M. PST**, at the Marin County Department of Finance, 3501 Civic Center Drive Suite 225, San Rafael, CA 94903 or through [Bid Express®](#)

To be considered, respondents must ensure that the completed proposal, including all RFP documents, is submitted timely. Proposals received after the scheduled submittal deadline will be returned unopened.

Copies, alternative formats and auxiliary aids of this RFP will be made available upon request by contacting Jorge Molina in the Procurement Division at JMolina@marincounty.org

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations.

This includes, but is not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

The County of Marin is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with the County, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

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COUNTY OF MARIN
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I. INTRODUCTION

A. General Project Description

The Marin County Department of Finance is requesting proposals from qualified firms of certified public accountants to conduct independent audits of its financial statements and provide certain assurance and non-assurance services for the fiscal years ending June 30, 2024, 2025, and 2026, with the option of extending the term for two subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States (GAAS) for governmental agencies as well as the provisions set forth in this request for proposals (RFP).

To be considered, each proposer must submit their proposal in accordance with Submittal Requirements detailed in Section VI. Submissions can be made electronically through [Bid Express®](#) OR proposers can submit one (1) written original (marked as such) and four (4) copies OR electronic copy proposal on a USB jump/thumb drive , all of which are due on **Friday, March 1, 2024**, no later than **2:00 P.M. PST**. Proposals received after the deadline will be marked “LATE” and will receive no further consideration. It is the responsibility of the Proposer to make certain the proposed response is received on time.

Delivery Address:

MARIN COUNTY DEPARTMENT OF FINANCE
ATTN: Mina Martinovich, Director of Finance
3501 Civic Center Drive, Suite 225
San Rafael, CA 94903

Questions regarding the services being requested or the contents of this RFP must be submitted in writing to Mina Martinovich, Director of Finance. Questions may be submitted via e-mail to mmartinovich@marincounty.org or through [Bid Express®](#) at any time prior to Monday, February 12, 2024, by no later than 2:00 P.M. PST.

B. Pre-Proposal Conference

No pre-proposal conference will be held.

C. Anticipated Schedule of Events

The County of Marin will make attempts to adhere to the following timeline.

Release of RFP:	January 30, 2024
Proposal Submission Deadline:	March 1, 2024
Selection Recommendations:	March 15, 2024
Approval and Award:	April 30, 2024
Tentative contract start date:	May 1, 2024

II. NATURE OF SERVICES REQUIRED

A. General

The Marin County Department of Finance is requesting proposals from qualified firms of certified public accountants to conduct independent audits of its financial statements and provide certain assurance and non-assurance services for the fiscal years ending June 30, 2024, 2025, and 2026, with the option of extending the term for two subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States (GAAS) for governmental agencies as well as the provisions set forth in this request for proposals (RFP).

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B. Scope of Work to be Performed

This RFP includes the following assurance and non-assurance engagements for the County of Marin:

1. Annual Comprehensive Financial Report

The auditor shall conduct an audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of County of Marin, and the related notes to the financial statements for the fiscal year ending June 30th.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis.
- Budgetary comparison schedules.
- GASB-required supplementary pension, and OPEB information.

The auditor will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards
- Combining fund statements

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in the audit of the financial statements and the auditors' report will not provide an opinion or any assurance on that information:

- Introductory section
- Statistical section

The auditor will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the Data Collection Form.
- Assistance with calculation of GASB 68 pension liability and related deferred inflows/outflows of resources.

The objective of the audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes an auditor opinion about whether the County's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

The audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The audit will include tests of the County's accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other

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procedures considered necessary to enable the auditor to express opinions and render the required reports.

The auditor will perform procedures on the financial information of the Housing Authority of the County of Marin, its aggregate discretely presented component units, the Marin County Transit District, and the Pension Trust Fund (or request other auditors to perform procedures on the financial information of the Housing Authority of the County of Marin, its aggregate discretely presented component units, the Marin County Transit District, and the Pension Trust Fund) to enable the auditor to express their audit opinions.

The objectives of the audit will also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

2. Single Audit Report

The auditor shall conduct a Single Audit in accordance with pursuant to Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). The auditor will perform the required procedures for providing a “in relation to” opinion on the schedule of expenditures of federal awards. The auditor will coordinate and assist the County to complete the required Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations. This form is required to be completed per the Uniform Guidance and must be submitted electronically.

3. Governance Communication

The auditor shall provide a separate “management letter” (SAS 114) that includes recommendations for improvement in internal control, accounting procedures and other significant observations that are not considered to be material weaknesses or significant deficiencies.

4. Local Transportation Fund Audit Report

The auditor shall perform an examination of the County’s Local Transportation Fund in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States with the objectives of expressing an opinion on the financial statements and supplemental schedule.

5. Gann Appropriations Limit

The auditor shall perform certain agreed upon procedures appropriate to meet the intended purpose of presenting the Appropriations Limit calculation in accordance with the requirements of Section 1.5 Article XIII B of the California Constitution and Proposition 111, and render a letter annually to the County regarding compliance.

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6. Treasury Oversight Committee Compliance Report

The auditor shall perform an examination of the County's compliance with the County of Marin Treasury Oversight Committee provisions contained in Article 6, Sections 27130-27137 of the California Government Code, and the County of Marin's Statement of Investment Policy, and render a letter annually to the Oversight Committee regarding compliance.

7. Quarterly Cash Count

The auditor shall perform agreed upon procedures to determine the proper balance and accountability of cash in the County Treasury at quarter-end, as directed by California Government Code Sections 26920 and 26922 and render a letter annually to the County regarding compliance.

8. Presentation of Annual Comprehensive Financial Report, Single Audit Report, and discussion of findings and recommendations before the County of Marin Financial Audit and Advisory Commission.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, these audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accounts (AICPA), those standards contained in the U.S. General Accounting Office's Government Auditing Standards (2018), the provisions of the Single Audit Act of 1984, as amended in 1996, and Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as well as any other applicable federal, state, local, or programmatic audit requirements.

D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the County of Marin of the need to extend the retention period. The auditor will be required to make working papers available upon request to the following parties or their designees:

- County of Marin
- Marin County Civil Grand Jury
- Parties designated by the federal or state governments or by the County of Marin as part of an audit quality review process
- Auditors of entities of which the County of Marin is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

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III. DESCRIPTION OF THE GOVERNMENT

A. Contact Persons/Organization Chart

The auditor's principal contact with the County of Marin will be Mina Martinovich, Director of Finance, or a designated representative, who will coordinate the assistance provided by the County of Marin to the auditor. An organization chart is provided in APPENDIX A.

B. Background Information

Marin County is located in the San Francisco-Oakland Bay Area, bounded by San Francisco to the South and linked by the Golden Gate Bridge, Sonoma County to the North, San Pablo Bay and San Francisco Bay to the East, and the Pacific Ocean to the West. The County of Marin is a general-law county that is a geographic and political subdivision of the State of California, and divided into five supervisorial districts and serves an area of approximately 520 square miles with a population of 252,959. The County's fiscal year begins on July 1st and ends on June 30th. Accounting functions are decentralized among the County's 22 departments, and significant financial reporting functions are centralized within the County Department of Finance.

In 2008, the County of Marin Board of Supervisors adopted proposed ordinances to create in and for the county the office of the director of finance, to consolidate the office of the director of finance with the office of the auditor-controller and the office of the treasurer-tax collector-public administrator, and to add Chapter 2.19 of the County Code to reflect the consolidation. The voters of Marin County approved the consolidation November 4, 2008.

C. Budgetary Basis of Accounting

The County of Marin prepares its budgets on a basis consistent with generally accepted accounting principles, State of California budget law contained in the State of California Government Code and the State Controller's Budget Manual and Accounting Standards and Procedure Manual for California Counties.

D. Schedule of Expenditures of Federal Awards

During the fiscal years to be audited, the County of Marin will receive federal financial assistance. The schedule of federal financial assistance received for each fiscal year audited will be provided to the auditors during the course of the audit. Prior year single audit reports are available upon request or on the County website at www.marincounty.org/depts/df/single-audit-reports

E. Financial Systems

The County of Marin utilizes Enterprise ERP, a public entity financial accounting system, by Tyler Technologies. In addition to Marin County, the system is utilized by cities and counties throughout the United States. Modules include General Ledger, Project Accounting, Payroll, Fixed Assets, Accounts Payable, Accounts Receivable, Purchasing, and Human Capital Management.

F. Magnitude of Finance Operations

The Department of Finance is headed by Mina Martinovich, Director of Finance, and consists of 62.0 budgeted full-time employees.

G. Availability of Prior Reports

Audit reports for the fiscal year ended June 30, 2000 through June 30, 2022 are available on the County website at www.marincounty.org/depts/df/annual-comprehensive-financial-reports-acfr

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IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

- Release of RFP January 30, 2024
- Proposal Submission Deadline March 1, 2024
- Selection Recommendations March 16, 2024
- Approval and Award April 30, 2024
- Tentative contract start date May 1, 2024

B. Entrance and Exit Conferences

During the entrance conference, the County and the proposed auditor will mutually agree on exact dates for each year's audit, deliverables and tasks. At a minimum, the proposed auditor should schedule in advance the Entrance and Exit conferences.

C. Date Final Reporting Deliverables are Due

For each of the following reporting deliverables, work must be completed and corresponding report issued by the due dates indicated below, immediately following the end of the applicable reporting period.

REPORTING DELIVERABLE	DUE DATE
Annual Comprehensive Financial Report (ACFR)	December 31st
Single Audit Report	December 31st
Management Letter/SAS 114 Letter	December 31st
Gann Appropriations Limit Agreed-Upon Procedures	September 30th
Local Transportation Fund Audit Report	December 31st
Quarterly Cash Count Agreed-Upon Procedures	Within 60 days of quarter-end
Treasury Oversight Committee Compliance Report	October 31 st

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Department of Finance Assistance

Department of Finance staff and responsible management personnel will be available during the audit to assist the proposed auditor by providing information, documentation and explanations.

B. Statements and Schedules

Information for statements and schedules contained in the financial statements are prepared by staff in the Department of Finance. County staff will prepare any schedules or provide any accounting system report requested by the proposed auditor. Generally, advance notice is preferred.

C. Work Area, Telephone, internet access, Photocopying and FAX Machines

The County of Marin will provide the proposed auditor with reasonable workspace, desks and chairs, as well as access to telephones, photocopying facilities and FAX machines.

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VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Solicitation Questions

Questions regarding the services being requested or the contents of this RFP must be submitted in writing to Mina Martinovich, Director of Finance. Questions may be submitted via e-mail to mmartinovich@marincounty.org or through [Bid Express®](#) at any time prior to **Monday, February 12, 2024**, by no later than **2:00 P.M. PST**. Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website and the [Bid Express®](#) on Wednesday, February 14, 2024. It is the responsibility of all interested proposers to access the website(s) for this information.

2. Submittal Requirements

The County of Marin County has transitioned its bidding processes to the [Bid Express®](#) online platform. Bidders must register for a free Bid Express account to view project solicitations; download bid documents; see the plan holder's list and submit bid RFIs. Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at: <https://www.bidexpress.com/businesses/53528/home>.

Submitted responses must include the forms provided with this solicitation package. Refer to **SECTION VI.B SOLICITATION DOCUMENTS TO BE RETURNED** for a complete list of these requirements. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

Electronic submissions via [Bid Express®](#) OR one (1) written original (marked as such) and four (4) copies OR electronic copy proposal on a USB jump/thumb drive are due on **Friday, March 1, 2024**, no later than **2:00 P.M. PST**. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time and will be rejected and returned to the Proposer unopened.

Delivery Address:

Marin County Department of Finance
ATTN: Mina Martinovich
3501 Civic Center Drive, Suite 225
San Rafael, CA 94903

All proposals shall be clearly marked "*RFP 2850 – Professional Audit Services - Do Not Open*" on the outside of the proposal package. The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County also reserves the right to request clarification of information from the Proposer.

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3. Opening of Proposals

Proposals will not be publicly opened or read.

4. Informed Proposers/Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Proposer's own risk.

It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract.

The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the Proposer has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

5. Nomenclatures

The terms successful proposer, offeror, bidder, vendor, supplier and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a proposal. The terms County of Marin and Department; quote, bid, proposal; contract, and purchase order, may be used interchangeably in this solicitation.

6. Interpretation, Correction

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the responsible party of such concern in writing via email at MMartinovich@marincounty.org and request clarification or modification of the document(s) no later than the date specified in the RFP questions section.

7. Prices, Negotiations and Mistakes

All prices and notations must be in type or ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

8. Withdrawal of Proposal

Submitted proposals may not be withdrawn within 60 calendar days after the proposal opening. Submitted proposals may be withdrawn prior to the opening date only by written request of the Proposer.

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9. Terms of the Offer

Acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the County of Marin. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

B. Solicitation Documents to be Returned

Please provide electronic submissions via bid express® or one (1) original copy (marked as such) and four (4) copies OR one (1) electronic copy proposal on a USB jump/thumb drive.

The following forms must be completed and submitted on or before the Submittal Deadline.

- | | |
|--|------------|
| (1) Exceptions to the Scope of Work | APPENDIX B |
| (2) Offer | APPENDIX C |
| (3) Schedule of Proposed Fees | APPENDIX D |
| (4) References and Performance | APPENDIX E |
| (5) Debarment and Suspension Certification | APPENDIX F |
| (6) Non-collusion Declaration | APPENDIX G |

Successful Proposer shall be **required** to furnish:

- (1) Certificate of Liability Insurance
- (2) Additional Insured Endorsement naming County of Marin as additional insured
- (3) Form W-9
- (4) Any other requested documentation related to this solicitation

C. General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

An example of the County of Marin Professional Services Agreement is provided in the APPENDICES section of this RFP. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample Professional Services Agreement attached. Additional terms and conditions may be required and may be negotiated after award.

D. Proposal Format

- (1) Title Page, showing the request for proposal's subject; the firm's name; the name, address, telephone number, and e-mail address of the contact person; and the date of the proposal.
- (2) Table of Contents
- (3) Signed Letter of Transmittal, briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement why the firm

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believes itself to be best qualified to perform the engagement(s), and a statement that the proposal is firm and irrevocable for a period of one hundred, twenty (120) days from date of submission.

- (4) Detailed Proposal, which should follow the order set forth in this RFP Section (Refer to SECTION VI.E *TECHNICAL PROPOSAL*).
- (5) Executed copies of required solicitation documents, as set forth in this RFP (Refer to Section VI.B *SOLICITATION DOCUMENTS TO BE RETURNED*).

E. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competencies, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form and manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement. It should also specify the audit approach that will meet requirements for this RFP.

The Technical Proposal should address all the points outlined in the request for proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. While additional data may be presented, the following subjects, item numbers 1 through 5 below, must be included. They represent the criteria against which this proposal will be evaluated.

1. Minimum Qualification Requirements

Only the responses of those firms demonstrating the following minimum qualifications will be evaluated:

a. **Independence:**

Firm should provide an affirmative statement that it is independent of the County of Marin as defined by generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards*. The firm should also provide an affirmative statement that it is independent of all component units of the County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the County or any of its agencies, component units or oversight units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit(s).

b. **License to Practice in California:**

An affirmative statement is required that the firm and all assigned key professional staff are properly registered and licensed to practice in the State of California.

c. **Firm Experience:**

The firm must have a minimum of five (5) years' experience in a lead capacity on the audit of financial statements of a minimum of three (3) local governments conducting high quality audits with General Fund net assets/fund balance of at least \$100 million and federal expenditures of at least \$100 million, in accordance with auditing standards prescribed in this RFP.

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d. **Firm Capacity:**

The firm must have demonstrated capacity to devote the necessary personnel and technical resources to complete the work described in accordance with the scheduled timeline. The Proposer should state the size of the firm, the size of the firm's governmental audit staff, the number and nature of the professional staff to be assigned in this engagement on a full-time basis, the number and nature of the staff to be so assigned on a part-time basis, and the location of the office from which the work on this engagement is to be performed.

e. **External Quality Control Review Report:**

The firm is required to submit a copy of the report on its most recent external quality control review. The report should include a statement indicating whether that quality control review included a review of specific government engagements.

The firm must also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with regulatory bodies or professional organizations.

2. Audit Schedule and Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this RFP. Proposers should provide the following information regarding their proposed audit approach:

- Proposed segmentation of the engagement
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Sample size and the extent to which statistical sampling is to be used in the engagement.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken to gain and document understanding of the County's internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests and compliance.

3. Assigned Personnel

Identify the principal supervisory and management staff, including engagement partners, managers, supervisors and specialists, who would be assigned to the engagement, and indicate whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

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Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County of Marin. However, in either case, the County of Marin retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided such replacements have substantially the same or better qualifications or experience.

4. References

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (minimum of 3) performed in the last five (5) years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis on total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name, telephone number, and e-mail address of the principal client contact.

Please note that the substance of this proposal section is considered to be a required solicitation document, as described in Section VI of this RFP, of which a corresponding form for this purpose is provided in the Appendices (refer to form "References and Performance").

5. Proposed Costs

Provide all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The County of Marin will not be responsible for expenses incurred in preparing and submitting the proposal and such costs should not be included in the proposal.

The substance of this proposal element is a required solicitation document, as described in Section VI.B of this RFP, of which a corresponding form for this purpose is provided in the APPENDICES. Prices quoted shall be firm and fixed through the contract term and shall not exceed the specified amount indicated unless mutually agreed upon.

If it should become necessary for the County of Marin to request that the auditor render any additional services to either supplement the services requested in the request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Marin and the proposed firm. Any such additional work agreed to between the County of Marin and the proposed firm shall be performed at the same rates set forth in the schedule of fees and expenses in this section.

Progress payments will be made on the basis of hours of work completed during the course of the engagement and incurred in accordance with the firm's proposal. Interim invoicing shall cover a period of not less than a calendar month.

Before beginning any work or submitting a proposal, it is advised that proposers read the county insurance and indemnification requirements included in Section VIII of this RFP. The selected Proposer will be asked to provide evidence that County insurance requirements have been met.

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VII. EVALUATION PROCEDURES

A. Evaluation Process

An Evaluation Committee established by the Marin County Director of Finance will evaluate proposals submitted. During the evaluation process, Marin County and the Evaluation Committee reserve the right, where it may serve Marin County’s best interest, to contact and evaluate the Proposer’s references; contact any Proposer to clarify any response; contact any current users of a Proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

B. Evaluation Criteria

The Evaluation Committee will use a point system during the review process to score proposals. Firms meeting the mandatory criteria will have their proposal evaluated for technical qualifications, implementation plan, and price. The evaluation criteria and their respective point system is provided below.

Evaluation Criteria		Points
A. Mandatory Elements	<ul style="list-style-type: none"> a) Independence b) License to practice in California c) Firm experience d) Firm capacity e) External quality control review 	Pass/Fail
B. Audit Schedule and Approach	Likelihood that the Proposer’s implementation plan and schedule will meet the County’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the County’s schedule.	25 Points
C. Assigned Personnel	<ul style="list-style-type: none"> a) The quality and relevant experience of the firm's professional personnel to be assigned to the engagement. b) The quality and relevant experience of the firm's management support personnel to be available for technical consultation. 	25 Points
D. References	References from governmental entities similar in size and scope to the County and from any other references.	25 Points
E. Proposed Costs	Reasonableness of the proposed cost in relation to the nature of the products and services to be provided.	25 Points
TOTAL		100 points

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C. Final Selection and Award

The County of Marin will select a firm based upon the recommendations of the Evaluation Committee who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

VIII. GENERAL PROVISIONS

A. Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Mina Martinovich, Director of Finance, MMartinovich@marincounty.org. All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the Proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

B. Award of Contract

Award of proposal shall be made by the County of Marin on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, which are embedded in **Section VII.B of this RFP**. Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal and who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request.

The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated. The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

It is anticipated a notification of Intent to Award will be issued by **Friday, March 15, 2024**. Following the notification, it is expected a contract will be executed between both parties by April 30, 2024.

C. Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals are listed in Section VII.B of this RFP.

Discussions/interviews may, at the County of Marin’s sole option, be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

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D. Preferences

Whenever the County of Marin acquires services or supplies by purchase order and/or contract, the Purchasing Agent, in evaluating the price or proposal, shall award preferences based upon the following preferences.

1. Local Business Preference - In accordance with County of Marin Code **3.10.030(a)** there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. Workforce Development Preference - In accordance with County of Marin Code **2.50.070** Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.

This section shall not apply to transactions in which the allowance of these preferences are otherwise prohibited by state or federal statutes or regulation.

E. Supplier Performance Management Program (SPMP)

The Supplier Performance Management Program may be used to evaluate and assess contractor performance. This program may include but is not limited to: scheduled contract review, scorecards to measure performance on contract specific metrics, and periodic meetings to review performance and address any corrective action that may need to be taken. The intent is to be mutually beneficial, not only to ensure the supplier/contractor is meeting our expectations, but that the County is communicating our expectations to the supplier/contractor.

F. Addenda

Any changes, additions, deletions or clarifications to this proposal package shall be made by written addendum, issued by the County of Marin. Addenda will be sent to all known entities in receipt of the solicitation and shall be incorporated in the proposal. The Proposer shall sign and date the addendum and submit with their response to the solicitation.

Addenda issued within five (5) calendar days of the proposal opening date/time shall be cause for extension of the opening date, if so determined by the Purchasing Agent, in order to allow prospective Proposers sufficient time to prepare their proposals.

G. Change Orders

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes: 1) In the terms and conditions of the Contract; and 2) In the written specifications.

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

H. Invoicing and Payment

Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service. Purchase Orders are required for each order placed and invoices should

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reference the associated purchase order.

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following address:

COUNTY OF MARIN DEPARTMENT OF FINANCE
Attn: Mina Martinovich
3501 Civic Center Drive, Suite 225
San Rafael, CA 94903

I. Assignment and Subcontracting

The Proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract and/or purchase order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the County of Marin. Neither the contract and/or purchase order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the County of Marin.

J. Force Majeure

Time extension for delay may be allowed for the Proposer by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the Proposer and without fault or negligence of the Proposer, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the Proposer and supplier.

K. Nondiscriminatory Employee

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection or volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

L. Fair Employment Provisions

The contractor awarded this proposal and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

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The contractor shall comply fully with Titles I and II of the Americans with Disabilities Act (ADA), Sections 508 and 504 of the 1973 Rehabilitation Act as amended in 1998 in that the contractor's hiring practices do not discriminate against disabled persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A County representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

M. Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

N. Termination for Default – Time Extension for Delay

If the Proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the Proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option. The Proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the Proposer's failure or refusal to complete/deliver the items within the specified time.

O. Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be

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entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

- a. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.
- b. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested time-frame
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service

P. Nuclear Free Zone

The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons Proposer (Marin County Ordinance, Chapter 23.12 Nuclear-Free Zone).

<https://www.marincounty.org/depts/bs/boards-and-commissions/commissions/peaceconversion>

Q. Damages

The Proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the Proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the Proposer's expense as required by the County of Marin.

R. Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, Proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and Proposer will make available employees in furtherance of its investigation.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

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<http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

S. Cooperative Agreement

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The Proposer shall provide firm fixed pricing for all items or services, as specified herein, and allow agencies to purchase said goods or services at any time during the effective period of the resulting County of Marin Contract and/or Purchase Order.

T. Joint Procurement

In accordance with 2 C.F.R §200.318(e) Intergovernmental agreements for procurement or use of common goods and services is encouraged by federal procurement guidelines. Joint procurement is a contracting method in which two or more agencies agree from the outset to use a single solicitation document and enter into a single contract for goods or services. The Proposer understands in providing a response to this solicitation, that a single contract will be issued for the benefit of all agencies identified within the solicitation.

U. Independent Proposer

The Proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The Proposer is an independent solely responsible for Proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit shall be signed and returned with the submitted proposal.

V. Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the Proposer with written notice. Such notice shall release both the County and Proposer from all obligations under the Contract and/or Purchase Order, and Proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

W. Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the Proposer's response and listed as such under Exceptions to the Scope of Work.

X. Governing Laws

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by the Federal Emergency Management Agency (FEMA), Homeland Security, CAL- OSHA, FED-OSHA, Environmental Protection Agency (EPA), Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), the California State Department of Health and Human Services (CalHHS) and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond Wildlife

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area. This contract shall be in accordance with the substantive and procedural laws of the State of California.

Y. Insurance

Successful Proposer shall be required to furnish and maintain insurance as follows:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Z. Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, 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, and 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.

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

AA. Conformity with Law and Safety

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation

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Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save County harmless from any

and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Vendor shall immediately notify the County by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- (1) Name and address of the injured or deceased person, and
- (2) Name and address of Proposer's subcontractor (if any), and
- (3) Name and address of Proposer's Liability Insurance Carrier, and
- (4) A detailed description of accident and whether any of County's equipment or material was involved.

BB. Proposer Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

CC. Right to Audit

County shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

DD. California Public Records Act (CPRA)

Applicants acknowledge and agree that the County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents or information submitted to the County, and Applicant claims that such information falls within one or more CPRA exemption, the Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information.

In the event of a request for such information, County will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before the County's deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, County may disclose the requested information without penalty or liability.

Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys' fees) that

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may result from deniable by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

EE. Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the County of Marin from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

FF. Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

APPENDICES

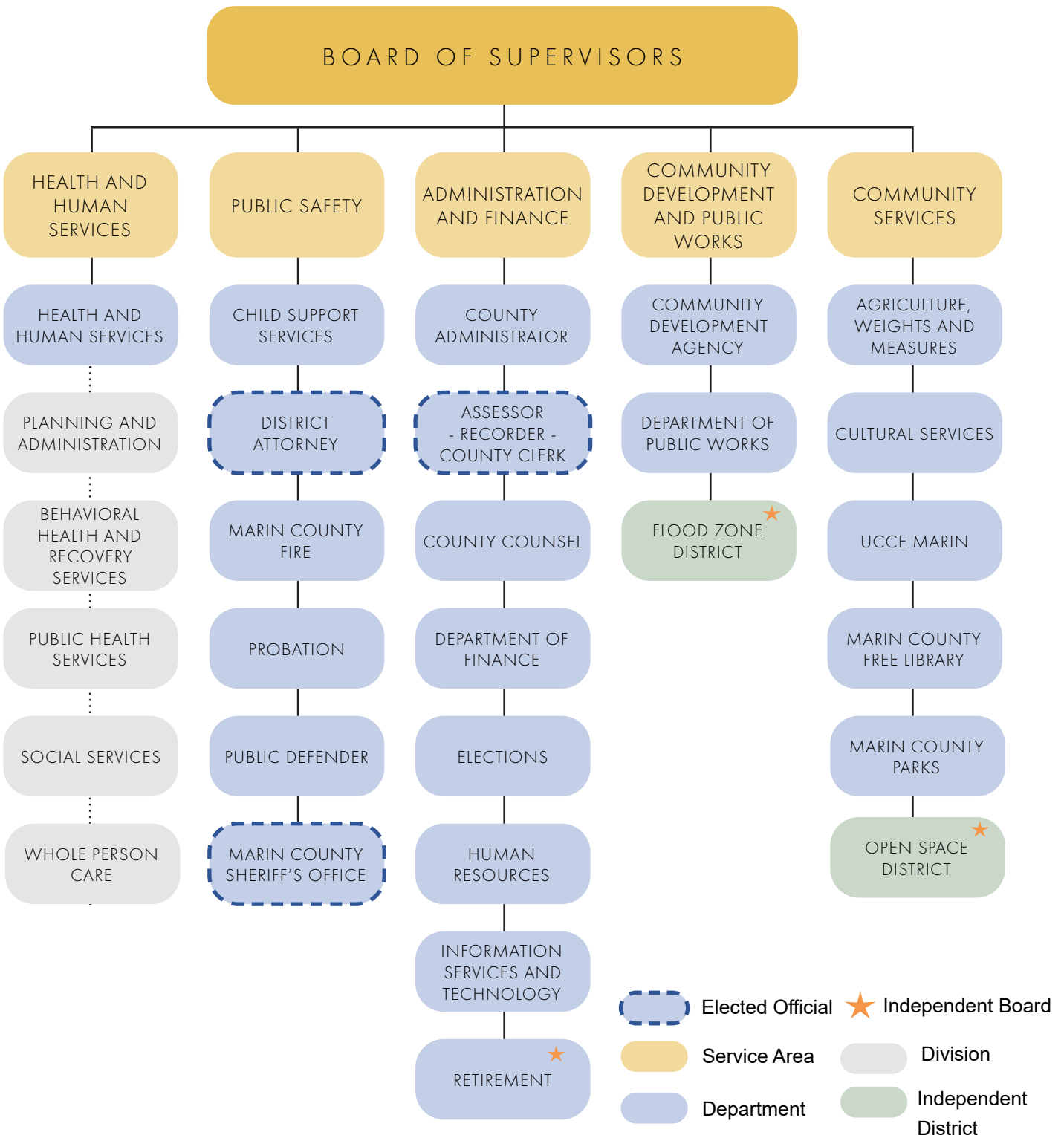
- A. County of Marin Organizational Chart
- B. Exceptions to the Scope of Work¹
- C. Offer¹
- D. Schedule of Proposed Fees¹
- E. References and Performance¹
- F. Debarment and Suspension Certification¹
- G. Non-collusion Declaration¹
- H. Local Business Preference Certification²
- I. Workforce Preference Certification²
- J. Sample Professional Services Contract

¹ *Solicitation document required to be returned*

² *Please do not complete this form unless you qualify for this preference*

APPENDIX A

MARIN COUNTY ORGANIZATION CHART



APPENDIX B

EXCEPTIONS TO THE SCOPE OF WORK

Contractors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Attach an additional sheet if more space is necessary. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance.

Section or
Page number

Description of exception

=====	=====
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

END OF EXCEPTIONS

OFFER

In compliance with the solicitation, the undersigned offers and agrees, if this bid is accepted within sixty (60) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified. Discounts will not be considered in the evaluation of any quotation, unless otherwise stated in this invitation.

The County of Marin is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with the County, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

REPRESENTATIONS AND CERTIFICATIONS

Proposer certifies the following

That they are a: _____ Certified Dealer/Vendor for the Items in this Bid
 _____ Manufacturer of the Items in this Bid

Business is operated as: _____ an Individual
 _____ a Partnership
 _____ a Corporation
 Incorporated in the
 State of _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

Signature of person authorized to sign bid: x _____

Printed name: _____

Title: _____

Date: _____

E-mail address: _____

APPENDIX D

Schedule of Proposed Fees

Page 1 of 2

ACFR/Single Audit/Management Letter:

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Cost of Printing and Binding				_____

Total all-inclusive maximum price for annual ACFR/Single Audit/Management Letter **\$** _____

Local Transportation Fund Audit:

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____

Total all-inclusive maximum price for annual Local Transportation Fund Audit **\$** _____

Gann Appropriations Limit:

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____

Total all-inclusive maximum price for annual Gann Appropriations Limit **\$** _____

APPENDIX D

Schedule of Proposed Fees

Page 2 of 2

<u>Treasury Oversight Committee (TOC) Compliance Report:</u>				
	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Total all-inclusive maximum price for annual TOC Compliance Report				\$ _____

<u>Quarterly Cash Counts:</u>				
	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Total all-inclusive maximum price for annual Quarterly Cash Counts				\$ _____

APPENDIX E

REFERENCES AND PERFORMANCE

Proposers shall provide the following information which will be used by the County in evaluating the proposal. Proposer must provide three former (within the past five years) or present clients for whom these individuals have performed contracting services related to each of the categories for which your firm is offering services.

1. Number of years in business: _____

2. Current average number of employees: _____

3. List 3 Former or Current accounts for contact as reference.

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

APPENDIX F

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The Contractor, 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, and 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.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name & Title

APPENDIX G

NON COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

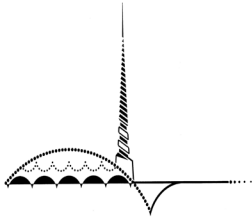
Printed Name of Document Signer

Signature of Document Signer

APPENDIX H

LOCAL BUSINESS PREFERENCE CERTIFICATION

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. _____ has its principal place of business in Marin County; or

Describe: _____

2. _____ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: _____

3. _____ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: _____

_____ Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications.

Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

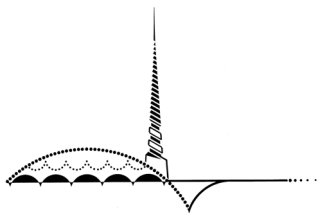
Title

E-Mail Address

APPENDIX I

WORKFORCE PREFERENCE CERTIFICATION

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE



All respondents must certify and describe that their business employs at least 50% of the workforce under the service contract at the time of this solicitation are Marin County residents as defined below:

“Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected. Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

Employee does not include an individual who is: (1) A worker classified as a student trainee, or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) nor does it include anyone, regardless of age, who is providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin conservation corps trainees); and (3) employee also does not include a person providing volunteer services.

Describe: _____

The Marin Workforce Bidders Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% bidding preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E-Mail Address

APPENDIX J

CAO Contract Log # _____

COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT 2015 - Edition 1

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. 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 so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **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 Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

EXHIBIT A.	<input type="checkbox"/> Scope of Services	
EXHIBIT B.	<input type="checkbox"/> Fees and Payment	
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver	
EXHIBIT D.	<input type="checkbox"/> Contractor's Debarment Certification	
EXHIBIT E.	<input type="checkbox"/> Subcontractor's Debarment Certification	
EXHIBIT F.	<input type="checkbox"/> Federal Provisions Exhibit / Attachment 1	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

APPROVED BY

COUNTY OF MARIN:

By: _____

Name: _____

Title: _____

By: _____

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ Date: _____

SCOPE OF SERVICES (required)

SAMPLE

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of _____ per month not to exceed _____ during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at _____.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is _____. The maximum amount payable to Contractor under this Contract for this period shall not exceed _____.

SAMPLE