

COUNTY OF MARIN, CALIFORNIA

COUNTY ADMINISTRATOR'S OFFICE
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903

Request for Proposal (RFP)
Business Process & Operations Improvement Project
for
Administrative Services
at
Marin County, California

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Pacific Time on October 7, 2011

MAIL OR HAND-DELIVER PROPOSAL TO:

County of Marin
County Administrator's Office
3501 Civic Center Drive, Room 325
San Rafael, CA 94903

Release Date	August 25, 2011
Pre-Proposal Conference	September 15, 2011
Due Date	October 7, 2011

REFER INQUIRIES TO:

County of Marin
County Administrator's Office c/o ATOM
3501 Civic Center Drive, Room 325
San Rafael, CA 94903
Phone: (415) 473-2954
ATOM@co.marin.ca.us

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Section A:RFP Information

A.1 About the County

The County of Marin is a stable organization comprised of 22 departments with approximately 2,000 full-time and 900 contingent employees. The County had an operating budget of \$443.7 million for FY 2010-11 and also serves over 100 special districts with a cumulative budget similar in value to the County. The Board of Supervisors, made up of an elected representative from each of the five voting districts in this general law County, governs the County. Among several other responsibilities, the Board of Supervisors also serves as the governing board of the County's Open Space District, County Free Library, flood control districts, lighting districts, county service areas, sewer maintenance districts, the Housing Authority and the Redevelopment Agency.

The County provides a full array of services to its residents pursuant to local, State and Federal guidelines and funding. These services include countywide services such as health and human services, criminal justice, elections, property assessment, and tax collection, along with municipal services to unincorporated residents such law enforcement, parks, libraries, fire, land use permitting, roads, and infrastructure. County departments collaborate to provide high quality services and programs to the residents, businesses and visitors of the County. The central and most visible location of Marin County government is the Marin County Civic Center in San Rafael, which was designed by Frank Lloyd Wright and is on the National Register of Historic Places.

Marin County's natural sites include Muir Woods redwood forest, the Marin Headlands, Stinson Beach, Point Reyes National Seashore, and Mount Tamalpais.

For additional information, see the Marin County website at <https://www.co.marin.ca.us>.

A.2 Project Background

In recent years, Marin County has undergone organizational and leadership change, specifically in the departments responsible for providing the County's Administrative Services. With the passage of Measure B in 2008, Marin County consolidated the previously elected offices of Auditor-Controller and Treasurer-Tax Collector and placed those functions under the direction of a Director of Finance, appointed by the Board of Supervisors. In 2010, the County hired a new Director of Human Resources. The County is currently recruiting to hire a new Director of Finance. Measure B also provided for the formation of Administrative Services, led by the County Administrator and composed of the Departments of Finance, Human Resources, and Information Services and Technology. With these departments working together across departmental lines, Marin County is taking the next step in a program of continual improvement in the management of County resources.

Today, the County's SAP system, which supports the County's Finance & Logistics, Human Resources, Payroll and Budget business functions, is not completely functional, and it has not been implemented in all areas originally planned. As a result of this incomplete implementation, individual departments continue to employ workarounds for those areas that were not completely implemented or not implemented at all. Coupled with this, the County's organization is evolving, as described above. In 2010, the County completed a gap analysis of the current SAP software. Based upon the results of that study, the Board of Supervisors recommended in August 2010 that the County evaluate system options to replace SAP.

The County's first step and current priority in moving the organization forward is to evaluate and redesign the Administrative Services¹ business functions identified as Phase 1 below. Phase 1 is a business project (not a technology project), and it is a necessary effort regardless of any systems decision. The overall project encompasses the following five phases:

- Phase 1: "As-Is" Business Process & Operations Improvement
- Phase 2: Business Requirements Gathering
- Phase 3: System Procurement
- Phase 4: "To-Be" / Business Process Redesign / Systems Implementation
- Phase 5: Change Management (Ongoing across all phases)

The goal of this project, then, is twofold:

1. Documentation of the County's existing "As-Is" business processes
2. Operational improvements, including:
 - a. Findings and recommendations for change that should be made before beginning Phase 2
 - b. A plan for implementing the recommended changes

The vendor who performs the work for Phase 1 is not precluded from bidding on subsequent phases.

¹ Administrative Services refers to those services provided centrally and within the departments related to accounting, budget, finance, human resources, and purchasing.

Section B: Proposal Information

B.1 Schedule of Events

The solicitation process for this RFP will proceed according to the following schedule. Marin County reserves the right to changes the dates shown below upon written notification:

Event	Date
Issue RFP	Thursday, August 25, 2011
Deadline for Submission of Questions	Tuesday, September 6, 2011
Pre-Proposal Conference in the Board of Supervisors chambers	Thursday, September 15, 2011
Deadline for County Response to Questions	Friday, September 23, 2011
Last Day for Addendum Posting	Friday, September 30, 2011
Deadline for Submission of Proposals	Friday, October 7, 2011
Finalist Interviews	Week of November 7, 2011
Notice of Intent to Award	Week of November 14, 2011
Board of Supervisors approval of contract	November or December 2011
Anticipated Contract Start	Monday, December 12, 2011

B.2 Pre-Proposal Conference

Marin County will host a Pre-Proposal Conference for this RFP:

Thursday, September 15, 2011
2:30 PM – 4:00 PM
Marin County Civic Center – Board of Supervisors Chambers
3501 Civic Center Drive, Room 329
San Rafael, CA 94903

The purpose of this conference is to acquaint prospective proposers with the working environment at the County and to frame this RFP within that context. Attendance is not mandatory but is strongly encouraged. The conference will include a presentation by the County, followed by a Question and Answer period. An agenda will be published on the County's website (<http://www.co.marin.ca.us>). Attendees are asked to RSVP to ATOM@co.marin.ca.us.

B.3 Revisions to Schedule

Marin County reserves the right to change the dates in the schedule of events above upon written notification to prospective proposers through a posting on the Marin County website (<http://www.co.marin.ca.us>).

B.4 Proposal Requirements

- B.4.1** Proposals are to be submitted in sealed packages **BY FRIDAY 2:00 PM PACIFIC TIME, October 7, 2011**. Marin County reserves the right to reject late submittals.

Submittal Address:

County of Marin
County Administrator's Office c/o ATOM
3501 Civic Center Drive, Room 325
San Rafael, CA 94903

- B.4.2** Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Please note the following as part of the submittal process.
- B.4.2.1 Emailed, telephone, and facsimile Proposals will not be accepted.
- B.4.2.2 By submitting a proposal, the proposer is providing a guarantee to the County that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- B.4.3** Proposers shall submit ten (10) hard copies and one (1) electronic (CD or thumb drive) copy of the proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
- B.4.3.1 Proposals should be placed in a sealed package and correctly identified with the proposer's company name, RFP name, and RFP submittal deadline. It is the proposer's responsibility to appropriately mark each envelope or package as "original" or "copy" and deliver the Proposal to Marin County by the specified date.
- B.4.3.2 Proposers to this RFP are responsible for all costs of proposal preparation.
- B.4.3.3 Marin County will not consider any Proposal that bears a copyright. Proposals will be subject to the California Public Records Act (Government Code §6250 et seq.) and may be disclosed to the public upon request. Subject to the Act, proposers may protect trade and confidential information from public release. Examples of confidential materials include trade secrets and financial statements. Such confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored. Such marking shall be in at least **14 point boldface font**.
- B.4.3.4 The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
- [Legal name of proposer] shall indemnify, defend and hold harmless the County of Marin, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically

including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

B.5 Evaluation Criteria

The County will review all proposals received as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level.

The sole purpose of the evaluation process is to determine which proposal best meets the County's needs.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the County. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

Proposal Evaluation

- **Public sector experience** Proposers should demonstrate their experience with clients in the public sector, ideally local governments in California similar to Marin County.
- **Completeness and relevance of response** Responses should address all areas requested in this RFP.
- **Cost** Although not the primary factor, the County will assess the cost.
- **Company background** Proposers should include a background of the proposing organization, supplying all information requested in Attachment 2.
- **References** Proposers should provide a minimum of three (3) public sector client references who can discuss their experiences working with the proposer's organization.

Overall Methodology

- **Approach** The proposal should demonstrate a clear understanding of the County's needs and recommend a methodology that includes a project management and staffing approach.

Discovery

- **Project team experience and subject matter knowledge** The County needs to have a high degree of confidence that the consultants proposed would bring ample public sector and operational best practice knowledge to the project, and in addition would be able to work within the County environment to achieve the objectives of this project.

The County reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

B.6 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the County, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the County shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format described in the RFP and the attachments included with

this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

B.7 Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing by postal mail or email to the address listed on the cover page of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Marin with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

Section C: Proposal Submittal Requirements

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Company brochures, advertising and other promotional literature will not be considered adequate response. The proposal should be organized into the following major sections and in the following order:

Section Number	Section
1	Introductory Material (Title Page, Letter of Transmittal, Table of Contents) and Executive Summary
2	Scope of Services
3	Company Background
4	Project Schedule
5	Project Staffing
6	Project Approach and Methodology
7	Sample Deliverables
8	Exceptions to the RFP
9	Client References
10	Compensation and Fees
11	Summary

C.1 Introductory Material and Executive Summary

(Proposal Section 1.0) The introductory material must include a title page with the RFP name, name of the proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The Executive Summary should be limited to a brief narrative summarizing the proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

C.2 Scope of Services

(Proposal Section 2.0) This section should include the following:

- C.2.1** The proposer should respond to the Section D “Statement of Work” and specifically describe how the vendor intends to accomplish this work.

C.2.2 The proposal shall explicitly name any firms or independent contractors that are part of the proposed solution to the County. For each firm listed, the proposal should include the following information:

- Role of the firm in the project
- If applicable, a statement that the proposer's contract will encompass the third-party services. The County expects proposers to include any sub-contracting as a part of the proposal; the County does not expect to sub-contract on its own with any third party for the defined scope.

C.2.3 Are there any additional and related services or features that are offered by the proposer's firm but not proposed AND that the proposer feels would have value for the County? Identify and describe these additional services and what their value to the County would be.

C.3 Company Background

(Proposal Section 3.0) Each proposal must provide information about any firm involved with this proposal including any third party vendors so that the County can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. Attachment 2 (Company Information) should include all requested information about the proposer's company. The County, at its discretion, may require a proposer to provide additional supporting documentation or clarify requested information.

C.4 Project Schedule

(Proposal Section 4.0) This section should include a project schedule, identifying high-level meeting content and participation, milestones, and deliverables.

C.5 Project Management & Staffing

(Proposal Section 5.0) This section should include staffing requirements from the County as well as proposed staffing and resumes of the proposer's project team. This section should also include a project management approach.

- C.5.1** Explain the project management approach that the proposer’s organization will use to supplement the structure that is already in place at the County for this project.
- C.5.2** Provide project team resumes for key members of the team who will be on the County’s project, highlighting each consultant’s key attributes and clearly demonstrating how each would be a good fit. The proposed project team should have proven subject-matter and industry best-practices expertise in governmental accounting, budgeting, human resources, payroll, and purchasing. Knowing who the consultants will be is important to the County, and those consultants proposed are expected to be the consultants who staff the project. Due to the nature of the work, proposers should recommend consultants with proven subject-matter and public sector expertise in the business streams described in Section D.2.2. Proposed consultants should also possess honed facilitation skills in order to conduct productive meetings with County employees.
- C.5.3** As a part of the selection process, the County will meet with and interview the proposed project team. If necessary, it is acceptable for a vendor to sub-contract consultants who have subject-matter expertise they do not have in-house. This is explained further in Section C.10.2.
- C.5.4** Identify County resources that will be required for the project.

C.6 Project Approach and Methodology

(Proposal Section 6.0) This section should describe the practice and methodology to be used to complete the Project Scope and to produce the deliverables requested by this RFP. Further details about these deliverables, summarized below, are found in Section D.2.3.

1. Accurate current-state “As-Is” business process documentation
2. Operational improvements, including
 - a. Findings and recommendations for change
 - b. Implementation plan

Understanding the proposer’s methodology and approach are important to the County.

C.7 Sample Deliverables

(Proposal Section 7.0) This section should include sample deliverables, such as those requested in this RFP, from similar projects with comparable clients. Specifically, a minimum of three (3) “As-Is” business process documentation samples shall be included for three (3) separate business processes. In addition, a minimum of three (3) operations improvement plans shall be included. Since the deliverables are the key work product that the County will receive from this project, it is important for the County to review similar past deliverables.

C.8 Exceptions to the RFP

(Proposal Section 8.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. Section E of this RFP contains standard contract terms and conditions that the County expects to be part of the final agreements for these services. Please indicate your willingness to comply with each condition by noting any exceptions. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

C.9 Client References

(Proposal Section 9.0) The County considers references for services to be an important part of its decision-making process to award a contract. Proposers should supply references that will be available to speak with the County for approximately 30-60 minutes. The County will not call proposers to tell them that their references will be contacted. Proposers should assume that all provided references will be contacted. Similarly, the County will not work through a proposer's reference manager to complete a reference. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Failure to provide this information may result in the proposer not being elevated. The County reserves the right to contact additional clients for references, if deemed necessary. Using the form attached to this RFP in Attachment 3 (References), proposers should provide a minimum of three (3) public sector client references. Ideally, references should be similar in size to the County and have a similar scope.

C.10 Compensation and Fees

(Proposal Section 10.0) Complete and submit Attachment 4 (Pricing Schedule)

- C.10.1** Cost is one of many factors that the County will consider in awarding this contract. Proposers should focus on submitting a complete proposal with accurate cost projections.
- C.10.2** It is important that proposers use the format presented in this RFP even if an additional format is provided. Attachment 4 (Pricing Schedule) should include total price for all services, and additional costs of all services and deliverables referenced in the proposal, including any third parties. If third party services are included, do not provide separate version of Attachment 4 (Pricing Schedule) for each third-party product.
- C.10.3** Do not use "To Be Determined" or similar annotations in the cells for cost estimates. The County is asking proposers to estimate prices and hours with the understanding that assumptions may be required. Such assumptions should be stated. Proposers may submit additional pricing sheets as an addendum to the cost template; however the cost template must be completed.
- C.10.4** Proposers must submit costs as fully loaded rates.

Section D: Project Work

D.1 Project Scope

Marin County seeks a consulting team to:

- 1) Document its “As-Is” business processes
- 2) Evaluate and develop a plan to implement recommended operational changes that increase efficiency for the County’s Administrative Services business functions

The goals of this project, therefore, are to better understand the current state of business and the redesign of those County’s Administrative Services business functions. The County is looking for recommendations for operational change to implement immediately as well as changes to implement in the future.

The County anticipates completing this work and having approved deliverables by April of 2012.

The following are not in scope for this project:

- Organizational charts
- Management and supervisory reporting relationships
- Detailed “To-Be” business process design (“To-Be” will be conducted in Phase 4)

D.2 Statement of Work

The County of Marin encompasses 22 departments, with potentially 22 distinct ways of doing business. Currently, the County is preparing to select and implement a new computer system to support the business streams identified below, and this Business Process & Operations Improvement Project is the foundational phase of this undertaking, which is outlined below:

- Phase 1: “As-Is” Business Process & Operations Improvement
- Phase 2: Business Requirements Gathering
- Phase 3: System Procurement
- Phase 4: Phase 4: “To-Be” / Business Process Redesign / Systems Implementation
- Phase 5: Change Management (Ongoing across all phases)

The vendor who performs the work for Phase 1 is not precluded from bidding on subsequent phases.

D.2.1 The County is looking for recommendations for operational change and improvement in organizational configuration to implement immediately as well as changes to implement with the new software; specific timing should be noted in the implementation plan deliverable. The County’s goal is operational efficiency, which means identifying the best and most efficient way to accomplish Administrative Services business functions.

D.2.2 The business streams below are owned by the following departments: County Administrator’s Office, Department of Finance, Human Resources Department, and Department of Public Works. Participation in the business process documentation, however, shall also include County departments and agencies that participate in these processes. The following business streams are relevant for both the “As-Is” business process documentation and the operational improvement evaluation and plan.

1. **Acquire To Retire** includes all business functions required to obtain, manage, and dispose of Fixed Assets and Assets Under Construction. This includes such functions as capital project outlays and expenditures, contract review, asset management and depreciation, and capitalized interest.

2. **Budget To Report** encompasses all business functions necessary to plan, formulate, create, execute against, control, and report on the budget and business activities of the entity. This includes updates to the general ledger, as well as position budgeting and control.
3. **Hire To Retire** includes all business functions necessary to plan for, hire, develop, assign, sustain, and separate staff throughout their tenure of employment with the County. *Human Capital Management*, integrated with position control, facilitates the management of work relationships, including management of the annual performance cycle; learning management; and succession planning. Modern and innovative *Talent Acquisition* practices and technology comply with civil service rules and regulations, including the ability to track a contingent and volunteer workforce. *Benefits Administration* supports timely and accurate enrollments into benefits programs with structured plans and defined eligibility. *Time & Labor Management* provides employees with access to review and request updates to their records and also provides accurate and timely payrolls with minimal corrections.
4. **Procure To Pay** includes all business functions necessary to define a need for and pay invoices for goods or services; all processes related to procurement of goods, professional services and construction contracts; and coordination of annual project and purchase order roll forward. Additional processes include maintaining vendor master data, 1099 reporting, various reports that are used to validate and reconcile vendor payments, and lockbox and incoming wire validation of funds deposited in the County Treasury to various departments for revenue posting.
5. **Finance and Cash** encompasses the business functions necessary to receive and account for cash. *Accounts Receivable* includes all process components necessary to reconcile year-end receivable balances. *Cash and Treasury* includes all business functions necessary to provide banking operation oversight and management, and to provide requisite information to reconcile year-end cash balance. *Financial Reporting* includes all business functions necessary to map each general ledger account to its respective financial statement caption, and to verify and compile this financial data in order to produce the County's required annual reports and the specific statistical and financial information contained therein. *General Ledger* encompasses all business functions necessary to ensure all journal entries posted are supported by proper evidential matter, are initiated and reviewed by authorized individuals, are reflective of underlying transactions and events, and that there is a proper segregation of duties in the channels of review. *Cost Accounting* includes all business functions necessary to account for project costs. This includes the preparation of journal entry and budget revisions for misc. charge requests, Inter and Intra-fund billings.

The business streams and subordinate business processes are how we currently identify our business; however, we are open to other classifications that may be recommended by the proposers.

D.2.3 The project deliverables should include:

1. The current "As-Is" business process documentation for the processes included in the business streams identified above.
 - o *Proposers should note that this includes processes currently supported by SAP as well as workarounds that are currently employed. This documentation should also include an inventory of non-SAP systems, "shadow" systems, and existing workarounds.*

- *It is also important to note that a scalable approach will be needed for each business stream. The “Hire To Retire” and “Finance And Cash” business streams should be examined at the individual departmental level in order to capture the many ways business is currently done, whereas the “Acquire To Retire,” “Budget To Report” and “Procure To Pay” business streams may be studied at a higher level. Specifically, the responses should address the approach to gathering information for each business stream. Please provide a specific methodology that recommends and justifies the level of detail to be included in the deliverables.*
2. Operational improvement plan, findings, impacts, and recommendations for change
- *Proposers should note that the operations improvement work should result in an implementation plan for the County. This implementation plan should propose a strategy for implementing the recommendations for change resulting from the findings. The County expects this plan to span several years and to note which changes should be put into practice immediately, over time, and/or with the implementation of a new software system. The County understands the challenge of implementing change and will expect consideration of the challenge to be considered in the implementation plan.*

The services requested will provide evidence-based operational improvement recommendations, conceptually redesigning the way the County functions with respect to Administrative Services, specifically in the areas of:

1. **Organizational configuration** The County recognizes the need to align and plan for changes to its operational and business structure (e.g., centralized or de-centralized functions) as a pre-requisite to changes to its administrative software.
2. **Roles and responsibilities** The County also anticipates changes to current roles and responsibilities of business process owners and users as a result of, or in conjunction with, changes to fundamental operations.
3. **Policies and procedures** The County requests an evaluation of its current policies and procedures to ensure compliance with legal regulations and alignment with industry best practices. The County recognizes that this operational improvement effort will necessitate some modification of, and in some cases entirely new, policies and procedures.

The plan should detail the methodology proposed for capturing the documentation and studying, discovering, identifying and recommending the above changes.

D.3 County Project Staffing

The County is currently dedicating several individuals to the project team, as shown in the table below. When completing staffing estimates for the project, the County’s proposed level of effort should be included and modified, if required. The County expects to rely on subject-matter experts to provide expertise throughout the project.

Role	Current Dedication to the Project
Enterprise Business Systems Manager	50%
Project Manager	100%
Change Manager	50-80%
Department of Finance Representative	50%
Human Resources Department Representative	50%
Subject-Matter Experts	as needed

D.4.2 Advisory Group

The ATOM Advisory Group provides critical advice and makes recommendations to the ATOM Executive Steering Committee. Every department has a designated representative on the ATOM Advisory Group. This person is empowered by his or her respective department director to represent the department's interests for Finance & Logistics, Human Resources, Payroll, and Budget and to implement changes in the department. The Project Manager facilitates this Advisory Group.

D.4.3 Leadership Council Advisory Committee

In addition, the CAO has an independent Leadership Council Advisory Committee comprised of department heads who provide "checks and balances" to recommendations from the Steering Committee.

Section E: Contract Terms and Conditions

The vendor selected will enter in a contract using the County of Marin Professional Services Contract form (Appendix 1). Any exceptions to this contract should be noted per [Section C.8](#).

Below are standard contract terms and conditions that the County expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section C.8 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below.

E.1 Payment Terms

Payment for the professional services rendered pursuant to any Agreement shall be made in amounts and at times set forth in the Agreement. A written agreement will be issued, and all invoices must reference the agreement number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the vendor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Services will be paid on a not-to-exceed basis as described and only on a deliverable completion basis, meaning that the County will pay only when the vendor has satisfactorily completed mutually agreed upon payment deliverables, as will be defined in the Statement of Work as part of the Agreement. In addition, the County will apply a retention rate of fifteen percent (15%) to all service payments, with such retention being released on final acceptance of the deliverables, which will be defined during the contract negotiation phase.

E.2 Retention

The County will retain fifteen per cent (15%) of fees billed at the completion of each milestone until Final Acceptance of the deliverables.

E.3 Delivery of the Project Plan and Other Key Deliverables

A detailed project plan is to be delivered within a contractually specified timeframe after Agreement signing.

E.4 Services and Statement of Work

The Agreement shall include, in the Statement of Work (“SOW”), a detailed description of all work to be performed by the vendor for the County.

Except as otherwise explicitly stated in the Agreement, the vendor will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. Any additional services not identified in the Agreement will be mutually agreed to in writing by each party through a change order process.

E.5 Key Personnel

The County requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the County’s key personnel provision include:

- E.5.1** The County shall have the ability to interview and approve key personnel proposed by the vendor.
- E.5.2** The County shall have the right to unilaterally dismiss key personnel from the project.
- E.5.3** Vendor key personnel may not be removed from the project without the County's approval.
- E.5.4** Vendor must replace any departed key personnel with a temporary replacement within forty-eight (48) hours.

E.6 Status of Vendor

The vendor and its employees will be engaged in an independent contractor relationship with the County in performing all work, duties, and obligations under the Agreement. The County will not exercise any control or direction over the methods by which the vendor shall perform its work and functions. The County's sole interest and responsibility is to ensure that the work covered by the Agreement is performed and rendered in a competent, satisfactory, and legal manner. No work, act, commission, or omission of the vendor or its employees pursuant to the Agreement shall be construed to make the vendor or its employees the agent, employee, or servant of the County. The vendor and its employees will not be entitled to receive from County vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. Neither party will have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without prior written consent of such other party.

E.7 Payment of Taxes

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

E.8 Records

Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

E.9 No Third Party Beneficiary

The Agreement will create rights and duties only between the parties, and no third party has or shall have any rights as a third party beneficiary nor shall any third party have the right to enforce any of the provisions of the Agreement.

E.10 Documentation and Copyright

Collected data, analyses, any analytical processes, programs, and files developed as a contractual requirement are the sole property of the County. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The County may, at its sole discretion, waive title to any portion or to all data and analyses. The County has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

E.11 Confidential Information

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the County for the proposer's use are the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures, and subsidiaries.

The vendor and its employees will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with County approval, and only to the extent necessary to perform the work under the Agreement. This prohibition also applies to the vendor's employees, agents, and subcontractors. On termination of the Agreement, the vendor will promptly return any confidential information in its possession to the County.

E.12 Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. The County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

E.13 Conflict of Interest

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

E.14 County Property

The use of County property must be approved in advance by the County's project manager. If the County has agreed to provide County-owned property, the following special provisions shall apply:

- E.14.1** The amount of County property to be furnished to the vendor may be increased or decreased by written direction of the County's project manager, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.

- E.14.2** The vendor shall insure all County property in its possession or control and shall be liable to the County for the fair market value of any damage or loss to County property, aside from that incurred by normal wear and tear. The vendor shall maintain the property in operating condition, with the cost being chargeable to the Agreement.
- E.14.3** All County property shall be returned promptly upon completion of the Agreement or otherwise disposed of, as directed in writing by the County. All costs of shipment or disposal are the vendor's cost.
- E.14.4** County property may be used only for the performance of the Agreement.
- E.14.5** Title to all County property shall remain in the hands of the County at all times. Title to the property acquired by the vendor for use under the Agreement shall vest in the County upon delivery to the vendor.
- E.14.6** Any dispute concerning interpretation of the provisions of Agreement shall be subject to the stipulations of the "Disputes" article.

E.15 Covenants against Contingent Fees

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County shall have the right to void the Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E.16 Insurance Coverage

During the term of the Agreement, the vendor shall maintain in force, at its own expense, the insurance coverage noted below. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described.

- E.16.1 Workers' Compensation Insurance.** Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Marin, Information Services and Technology Department
- E.16.2 General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
- E.16.2.1 The County of Marin, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of the Agreement.
- E.16.2.2 The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

- E.16.2.3 The insurance provided herein is primary and non-contributory coverage to the County of Marin with respect to any insurance or self-insurance programs maintained by the County.
- E.16.2.4 This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Marin, Information Services and Technology Department.

E.16.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Marin, Information Services and Technology Department.

E.16.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount no less than Five Million Dollars (\$5,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Marin, Information Services and Technology Department.

E.16.5 Documentation. The following documentation shall be submitted to the County of Marin, Information Services and Technology Department.

- E.16.5.1 Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.
- E.16.5.2 Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.
- E.16.5.3 Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
- E.16.5.4 After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

E.16.6 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

E.16.7 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required

insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

E.17 Laws and Regulations

The vendor shall comply with all applicable laws, ordinances, and codes of the State of California and Marin County. It shall be the responsibility of the vendor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect performance hereunder.

E.18 Governing Law

The Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

E.19 Venue

The proper jurisdiction and venue for any claims, causes of action or other proceedings concerning the Agreement shall be in the state or federal court located in the State of California, County of Marin. Each party agrees not to bring any action or proceeding arising out of or relating to the Agreement in any other jurisdiction or venue. Each party submits to personal jurisdiction in the State of California for the enforcement of the Agreement and hereby waives any and all personal rights under the law of any other state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce the Agreement, whether on grounds of inconvenient forum or otherwise.

E.20 Indemnification

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

E.21 Termination

E.21.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

E.21.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner

herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

E.21.3 Delivery of Work Product and Final Payment upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section E.13 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

E.21.4 Payment upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section E.21.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

E.21.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Director of Information Services and Technology, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

E.22 Assignment

Neither party to this Agreement shall assign, delegate, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

E.23 Nondiscrimination

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Section F: Attachments

F.1 Attachment 1 (RFP Submittal Checklist)

Submittal Checklist	
Task	Submitted
Introductory Material (Title Page, Letter of Transmittal, and Table of Contents) and Executive Summary	
Scope of Services	
Resumes	
Company Background	
Attachment 2(Company Background)	
Financial Statements	
Project Schedule	
Business Process Analysis Documentation Methodology and Techniques	
Sample Deliverables	
Exceptions to the RFP	
Client References	
Attachment 3 (References)	
Attachment 4 (Compensation and Fees)	
Required Attachments	
Attachment 1(Submittal Checklist)	

F.2 Attachment 2 (Company Background)

Complete one form for each company and third-party vendor identified in your proposal.

Company Background	
Company Name:	
Location:	
Location of corporate headquarters:	
Location of nearest office/location to the County:	
Proposer Experience	
# of years in business:	
# of years providing systems/services to public sector:	
Customer Base	
# of public sector clients:	
# of local government clients:	
# of public sector clients in California:	
Market Focus	
Identify other industries serviced:	
User Group	
Identify national and regional user groups:	
Explain the purpose and function of user groups:	
Identify if there is an annual or biannual user conference:	
Identify next planned national conference (location and date):	
Organization Characteristics	
Number of Employees: If Proposer is a subsidiary, identify # of employees in proposing company/division:	
Total Revenue: If Proposer is a subsidiary, identify revenues of proposing company/division:	
Ownership: Privately held? Publicly traded? Parent Company?	

F.3 Attachment 3 (References)

List below other organizations for which these or similar services have been provided.

Organization Name _____
Address _____
City, State, Zip code _____
Contact Person _____
Telephone Number _____
Dates of Service _____

Organization Name _____
Address _____
City, State, Zip code _____
Contact Person _____
Telephone Number _____
Dates of Service _____

Organization Name _____
Address _____
City, State, Zip code _____
Contact Person _____
Telephone Number _____
Dates of Service _____

Organization Name _____
Address _____
City, State, Zip code _____
Contact Person _____
Telephone Number _____
Dates of Service _____

Organization Name _____
Address _____
City, State, Zip code _____
Contact Person _____
Telephone Number _____
Dates of Service _____

F.4 Attachment 4 (Pricing Schedule)

Proposers must submit costs as fully loaded rates.

Work Task Description	Professional Fees
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

Section G: Appendices

G.1 Appendix 1 County of Marin Professional Services Contract

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2010 - Edition 2**

THIS AGREEMENT is made and entered into this day _____ 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 services: _____; and

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

NOW, THEREFORE, for and in consideration of the agreement 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 paragraph 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 AGREEMENT:

This Agreement 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:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said 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 County shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County 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.

By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

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 or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

In addition, Contractor may be required to carry errors and omissions, professional liability or malpractice insurance. If such insurance is required, the coverage limits and deductibles shall be set forth on Exhibit "C" attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. 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 Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. 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 CONSULTANT:

Any and all work product resulting from this agreement 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 Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant 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 agreement 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 Agreement 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 Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in Paragraph 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances 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 agreement 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 Resolution #2005-97 of the Board of Supervisors 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 County's contact person referenced in paragraph 21. NOTICES below.

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: _____
Address: _____
City, State, ZIP _____
Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
Address: _____
City, State, ZIP _____
Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <i>Check applicable Exhibits</i>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	_____
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	_____
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	_____

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

**APPROVED BY
COUNTY OF MARIN:**

By: _____

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEEES AND PAYMENT SCHEDULE (required)