OFFICE OF THE DISTRICT ATTORNEY

MARIN COUNTY, CALIFORNIA

Prevention ✯ Prosecution ✯ Protection

EDWARD S. BERBERIAN

District Attorney

COUNTY OF MARIN DISTRICT ATTORNEY'S OFFICE

INVITATION FOR BID #2625

PHLEBOTOMY SERVICES

OCTOBER 5, 2018

THE COUNTY OF MARIN DISTRICT ATTORNEY'S OFFICE IS SEEKING TO CONTRACT FOR PHLEBOTOMY SERVICES AS DESCRIBED IN THIS INVITATION FOR BID (IFB).

INTERESTED PROPOSERS ARE REQUIRED TO RETURN ALL PROPOSED BID DOCUMENTS AS PART OF THEIR SUBMITTED PROPOSAL.

PROPOSAL PACKAGES WILL BE RECEIVED UNTIL **FRIDAY, OCTOBER 26, 2018 UNTIL 2:00PM** LOCAL TIME, AT THE MARIN COUNTY DISTRICT ATTORNEY'S OFFICE, 3501 CIVIC CENTER DRIVE, ROOM 145, SAN RAFAEL, CA 94903.

ANY PROPOSER WHO WISHES THEIR PROPOSAL TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT THE PROPOSAL IS RECEIVED IN THE DISTRICT ATTORNEY'S OFFICE BY THE PROPER TIME. NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE WILL BE RETURNED UNOPENED.

COPIES OF THIS INVITATION FOR BID #2625 ARE AVAILABLE BY CONTACTING SARA FUSENIG IN THE DISTRICT ATTORNEY'S OFFICE ADMINISTRATIVE UNIT AT SFUSENIG@MARINCOUNTY.ORG

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INSTRUCTIONS TO BIDDERS

SUBMISSION OF BID

Sealed bids shall be received at the County of Marin, District Attorney's Office, 3501 Civic Center Drive, Rm. 145, San Rafael, CA 94903 until **2:00 P.M.,** local time, **October 26, 2018.** Bids must be submitted on the form(s) provided with this bid package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have all required documents **(see page 32)** completed, dated, with firm's name and signed by a duly authorized officer of the firm. Bids not submitted on the form(s) provided may not be considered by the County of Marin.

All bids shall be submitted in the sealed envelope provided, box, or appropriate package and clearly identified on the outside to read the name and address of the bidder, the subject of the bid, the Invitation For Bid number, and the bid submittal deadline. Mail or deliver to

Marin County District Attorney's Office

3501 Civic Center Drive, Room 145

San Rafael, California 94903

Bid No. ***2625***

Attention: Sara Fusenig

Please submit **one (1) original signature hard copy** to be signed in blue ink (original copy marked as such) and **two (2) additional hard copies.**

BID SUBMITTAL DEADLINE

Bids are due by 2:00 p.m. on October 26, 2018. Bids received after this deadline will be rejected regardless of postmark date and will be returned to the bidder unopened.

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

OPENING OF BID

Bids are opened publicly in the District Attorney's office, 3501 Civic Center Dr. Room 130, San Rafael, CA 94903. Interested parties are invited to attend the bid opening. All bids, irrespective of irregularities or informalities, will be opened and publicly read aloud at the time announced for the opening of bids.

INFORMED BIDDERS

Before submitting bid, bidders 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 bidder's own risk.

It is the responsibility of the bidder 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. Contractor 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 him from any obligations with respect to the solicitation or contract. The submission of a bid shall constitute an acknowledgment upon which the County of Marin may rely that the vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a vendor to receive or examine any of the documents shall in no way relieve him from any obligations with respect to this Invitation For Bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

PRICES, NOTATIONS, AND MISTAKES

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. 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.

INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to

the “Scope of Work”, or any other related matters, shall immediately notify the contact person as shown under “Responsible Parties” of such concern in writing, either by mail, e-mail or facsimile, and request clarification or modification of the document(s) **no later than three (3) working days before the deadline as set forth under sub-Section “Bid Submittal Deadline.”** No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the County of Marin, Purchasing Division to each firm in receipt of the Invitation For Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the County’s designated contact person or any other County staff member concerning this bid is not binding on the County and shall in no way modify this bid or the obligations of the County or any Bidders.**

The Bidder may FAX, E-mail or mail to the contact person as shown under “Responsible Parties”. All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel, any undue “badgering” of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

WITHDRAWAL OF BID

Submitted bids: a) may not be withdrawn within sixty (60) calendar days after the bid opening; and b) may be withdrawn prior to the opening date only by written request of the bidder.

TERMS OF THE OFFER

Acceptance of bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the Purchasing Agent. Bidders offering terms other than those shown herein will be declared non-responsive and will not be considered.

END OF INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

GENERAL PROJECT SUMMARY

The County of Marin District Attorney's Office is seeking qualified, certified, Phlebotomy Services for professional blood draw services, or other specimens as needed for evidentiary purposes in criminal investigations. These services are requested for Marin County Law Enforcement Agencies, the Director of Health Services, District Attorney, or their representatives as specified under "Required Specifications" (pages 14-15).

RESPONSIBLE PARTIES

Representing the County of Marin in all matters regarding the submission of the Invitation for Bid shall be Sara Fusenig, Administrative Services Associate for Marin County District Attorney's Office, (415) 473-6197, sfusenig@marincounty.org.

PRICING

Prices quoted shall be firm and fixed through the first (1) year of the term, with no more than 3% increases for the following three years. The County will require a thirty (30) day notice given before a price increase with documentation for the increase. If the County elects to bid out again, a sixty (60) day notice will be given. When applicable, total amount quoted shall be F.O.B. County of Marin, including all freight and/or delivery charges and 9.0% Marin County or 9.5% San Rafael sales tax.

CONTRACT TERM

The contract term shall be from November 1, 2018, through October 31, 2019, with an option to continue for three (3) additional years in one-year increments, by mutual consent of the County of Marin and Vendor. This period is predicated upon the need for program continuity and is intended to provide program stability through uninterrupted service. The County plans to negotiate extensions with the winning contractor assuming: (a) good performance on the contractor's part, (b) continued requirement for the services, (c) the availability of funds, (d) the status of the competitive market, and (e) the continuation of services on a reasonable cost basis. Negotiated extensions of the contract without formal competition are a County prerogative, not a contractual right.

AWARD OF BID

Award of bid, if awarded, shall be made to the lowest responsive and responsible bidder who meets the provisions and scope of work of this bid package. Receipt of the official Marin County purchase order and contract shall indicate award of the bid. The County of Marin reserves the right to award in the best interest of the County, to reject any and all bids, and to waive any informalities and minor irregularities in the bids.

ADDENDA

Any changes, additions, deletions or clarifications to this bid package, including the general/special provisions and scope of work shall be made by written addendum to the Invitation for Bid. Such addendum shall be issued by the Marin County Purchasing Division and will be made available to all prospective bidders in possession of the bid package.

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

CHANGE ORDERS

The County of Marin may at any time, without notice to any sureties, by written change order, make any change in the work specified in the resulting Purchase Order, including but not limited to changes:

1. In the terms and conditions of the Purchase Order
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.

ASSIGNMENT AND SUBCONTRACTING

The bidder shall have no right, authority or power to sell, mortgage or assign the resulting 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 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.

In submitting this bid to a public purchasing body, the bidder offers and agrees that, if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective upon receipt of the official County of

FORCE MAJEURE

Time extension for delay may be allowed the bidder 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 bidder and without fault or negligence of the bidder, 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 bidder and supplier.

TERMINATION FOR DEFAULT – TIME EXTENSION FOR DELAY

If the bidder fails or refuses to prosecute the work, or any separable part thereof, so as to insure that the items specified will not be completed and/or delivered within the time specified in the bid documents and Purchase Order, the County of Marin, may, by written notice to the bidder, 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 bidder 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 bidder's failure or refusal to complete/deliver the items within the specified time.

Time extension for delay may be allowed the bidder 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 bidder and without fault or negligence of the bidder, 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 bidder and supplier.

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

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 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 can not exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

GOVERNING LAWS

This Invitation for Bid and the resulting purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

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 bidder. (Chapter 23.12 Nuclear-Free Zone)

LOCAL BUSINESS PREFERENCE

In accordance with County of Marin ordinance # 89-2993; whenever the County of Marin acquires services or supplies by purchase or contract, the Purchasing Agent in evaluating the price or bid, shall award a five (5.0) percent preference on the price submitted by a local county business. (Chapter 3.10 Preference in Contracts and Purchases)

DAMAGES

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

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). Bidder specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, bidder shall make available for audits its books and records relating to the service contract, as well as the books and records of its sub-bidders and bidder 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 bidder or bidder 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. (Chapter 2.50 Living Wage) http://www.co.marin.ca.us/depts/AD/main/LWO/livingwage.cfm

COOPERATIVE AGREEMENT

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The bidder 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 Purchase Order.

INDEPENDENT BIDDER

The bidder 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 bidder is an independent solely responsible for bidder's acts. The resulting Purchase Order shall not be construed as an agreement for employment with the County.

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 Purchase Order, the County may cancel the Purchase Order by providing the bidder with written notice. Such notice shall release both the County and bidder from all obligations under the Purchase Order, and bidder 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.

EXAMINATION OF DOCUMENTS

It is the responsibility of the bidders to carefully, thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, and addenda (if any). Bidders shall satisfy themselves 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. The failure or neglect of the bidders to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a bid shall constitute an acknowledgement upon which the County of Marin may rely that the bidders have thoroughly examined and are familiar with the documents. The failure or neglect of the bidders to receive or examine any of the documents shall in no way relieve them from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

CANCELLATION OF CONTRACT

The County shall have the right to terminate this contract by delivering to the contractor, at the vendor's address shown in the bid, thirty days written notice of cancellation, in the event that the performance of the vendor is unsatisfactory to the County. County shall be sole judge of whether such performance is unsatisfactory.

CONTRACT MODIFICATION

Contract changes will be negotiated when services require adjustments.

INDEMNIFICATION

Vendor agrees to indemnify, defend, and hold County harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Vendor's willful misconduct or negligent performance of this Contract.

INSURANCE

Bidder shall maintain a commercial general liability insurance policy in the amount of no less than one million dollars ($1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by bidder in order to perform said services, bidder shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars ($1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin, its officers, agents and employees** 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, and said certificate with endorsement shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Nothing herein shall be construed as a

limitation of bidder's liability and County agrees to timely notify bidder 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 bidder for any services provided during any time that insurance was not in effect and until such time as the bidder provides adequate evidence that bidder has obtained the required coverage.

WORKER'S COMPENSATION

The Vendor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Vendor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

NONDISCRIMINATORY EMPLOYMENT

Vendor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Vendor and/or any permitted subcontractor understands and agrees that they are bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

GENUINE BID

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that he has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that he has not in any manner sought by collusion to secure himself an advantage over any other bidder.

Vendor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

_____

Vendor (Firm Name)

_____

Signature

_____

Signature Date

*****END OF GENERAL PROVISIONS*****

SPECIAL PROVISIONS

EXPERIENCE AND CERTIFICATION

All technicians assigned to work with the County for this contract shall be certified phlebotomy technicians/medical assistants with a minimum of one (1) year of experience and certification as a clinical medical lab assistant, medical assistant, or phlebotomist.

INVOICING AND PAYMENT

Vendor shall submit an invoice only after services have been rendered to the following address:

County of Marin

Office of the District Attorney

Attn: Sara Fusenig

3501 Civic Center Dr., Rm 145

San Rafael, CA 94903

Payment by the County of Marin to Vendor shall be made in full, per invoice, with no partial payments allowed within thirty (30) calendar days after receipt of a correct invoice.

*****END OF SPECIAL PROVISIONS*****

REQUIREMENTS FOR CONTRACTORS

Vendor shall perform services related to the Marin County Blood Drawing Program as specified by the Director of Health Services. This includes the following specifications:

1. Qualified Certified Phlebotomy Technician or other qualified persons (pursuant to Vehicle Code 23158 (A-L), Business and Professional Code sections 1242, 1242.5, 1246, available on a standby basis seven (7) days per week, twenty-four (24) hours per day.

2. When requested by Marin County Law Enforcement, the Director of Health Services, Sheriff, District Attorney or their designated representatives, Vendor shall perform standard blood drawing services in the Marin County Jail and/or Marin General Hospital Emergency Room and/or Novato Community Hospital and/or Kaiser Permanente Medical Center. The Vendor is to provide all necessary supplies for preparation and drawing of blood.

3. When requested by Marin County Law Enforcement, The Director of Health Services, Sheriff, District Attorney or their designated representatives, Vendor will perform blood draw services for HIV testing at the Laboratory at the County Clinic, in San Rafael. The vendor is to provide all necessary supplies for preparation and drawing of blood.

4. When requested by Marin County Law Enforcement, the Director of Health Services, Sheriff, District Attorney or their designated representatives, Vendor will perform blood draws and obtain saliva samples as may be necessary for evidentiary purposes in criminal investigations. The Vendor is to provide all necessary supplies for preparation and drawing of blood and obtaining saliva samples.

5. Vendor will at all times be in compliance with all laws regulating blood alcohol tests including Vehicle Code Section 23158. If at any time Vendor is not in full compliance with all such laws, this contract can be terminated immediately.

6. Vendor will comply with the “General Supervision” section of Vehicle Code 23158 (g), by maintaining records and documentation of the following:
    a. Vendor has reviewed the competency of all technicians before technicians were allowed to perform blood withdrawals without direct supervision.
    b. Review of the technician’s competency is done on an annual basis.

c. The review of the work of the technician at least once per month to insure compliance with venipuncture policies, procedures and regulations.

Vendor shall forward a monthly report of items a, b and c to:

County of Marin

District Attorney's Office

Attn: Sara Fusenig

3501 Civic Center Drive, Rm 130

San Rafael, CA 94903

*****END OF SPECIFICATIONS*****

PROPOSED BID SCHEDULE

INVITATION FOR BID# 2625

BLOOD DRAW SERVICES

ITEM 1

LOCATION	ESTIMATED DRAWS	UNIT PRICE	AMOUNT
a. Marin County Jail San Rafael, CA	**1500**	$_____	$_____
b. Marin General Hospital Greenbrae, Kaiser Permanente San Rafael Novato Community Hospital Novato	**250**	$_____	$_____
c. Standby Hours (Annually)	**8,760**	$_____/hour	$_____

ITEM 2

a. HIV Blood Draws County Clinic, San Rafael	**5**	$_____	$_____

ITEM 3

a. Blood or other specimens for evidentiary purposes	**2**	$_____	$_____

EXCEPTIONS TO THE REQUIREMENTS

Vendors 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.

Specification Section or Page number	Description of exception
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

OFFER

IN COMPLIANCE WITH THE ABOVE, 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.

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING

THAT THEY ARE A: _____ Certified Dealer 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: _____

ATTACHMENT A

REFERENCES

Bidders shall provide the following information which will be used by the County in evaluating the bid.

1. Number of years in business: _____

2. Current average number of employees: _____

3. List five current accounts of similar size and scope to the County of Marin:

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

ATTACHMENT B

STATEMENT OF QUALIFICATIONS

1. The Contractor has never failed to satisfactorily complete a contract awarded to him/her except as follows (list all exceptions and the reasons therefore):

_____

_____

_____

_____

2. List locations of offices:

_____

_____

_____

_____

3. List name and address of staff that are available 24-hours a day, seven days a week:

_____

_____

_____

_____

6. Describe experience and available facilities for laboratory testing samples:

_____

_____

_____

_____

List Contractor's local blood draw technicians, employees, agents, and sub-contractors who will be assigned to this Project. This list shall include a summary of qualifications of each individual (including education, training licenses, and experience); and the type of work to be performed by each individual.

Name and Title	Qualifications	Type of Work

ATTACHMENT C

LOCAL BUSINESS PREFERENCE CERTIFICATION

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 <u>not less than five persons</u> 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	Date
_____	_____
Business Address	City, State, Zip Code
_____	_____
Signature of Authorized Representative	Phone Number
_____	_____
Title	E*Mail

<u>Complete Form **ONLY** if you qualify</u>

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

SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

_____

Printed Name & Title

SAMPLE PROFESSIONAL SERVICES CONTRACT

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 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.	☐	**Scope of Services**	
EXHIBIT B.	☐	**Fees and Payment**	
EXHIBIT C.	☐	**Insurance Reduction/Waiver**	
EXHIBIT D.	☐	**Contractor's Debarment Certification**	
EXHIBIT E.	☐	**Subcontractor's Debarment Certification**	

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

APPROVED BY

COUNTY OF MARIN:

By:_____

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

County Counsel: _____ Date: _____

INVITATION FOR BID# 2625

BID DOCUMENTS TO BE RETURNED

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

PLEASE PROVIDE THREE (3) COPIES OF THE BID. ONE (1) WITH ORIGINAL SIGNATURES AND TWO (2) COPIES.

a.	General Provisions	Page 12
b.	Bid Schedule	Page 16
c.	Exceptions to the Requirements	Page 17
d.	Offer	Page 18
e.	Attachment A – References	Page 19, 20
f.	Any applicable attachment	Page 22 - 26

Winning Bidder shall be required to furnish:

a. Vendor registration documents (W9, CA 590)

b. Certificate of Liability Insurance, Professional Liability Insurance (eg: CNA, if applicable)

c. Additional Insured Endorsement naming County of Marin as additionally insured

*****END OF BID*****