THE MARIN COUNTY INFORMATION SERVICES AND TECHNOLOGY [IST] DEPARTMENT IS SEEKING

REQUEST FOR PROPOSALS (RFP) #2826 FOR

SAP DATA CONVERSION

DECEMBER 6TH, 2022

On behalf of the Marin County, the IST DEPARTMENT is seeking to contract for SAP Data Conversion services as described in this solicitation.

Proposal packages will be received through WEDNESDAY JANUARY 11, 2023 UNTIL 2:00PM local time, at the Marin County Procurement Division, 3501 Civic Center Drive Room 304, San Rafael, CA 94903.

Any proposer who wished their proposal to be considered is responsible for making certain that the completed proposal, including all RFP documents, is received in the Procurement office by the proper time. Proposals received after the scheduled submittal deadline will be returned unopened.

Copies, alternative formats and auxiliary aids of this RFP will be made available upon request by contacting RESPONSIBLE PARTY in the Procurement Division at PROCUREMENT@MARINCOUNTY.ORG

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

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

General Project Description
In 2015, The County has changed ERP systems from SAP to another public sector solution. The County would like to retain some of the data from our SAP R/3 system. We want to migrate this data into a SQL database and create reports to allow users to get historical data for reporting and auditing purposes. The County is looking for an experienced proposer to recommend and implement an approach to extract the data from SAP, recommend a schema and implement the schema for the new database, and create several reports. The County has determined that it will likely require all the HR and Payroll data and 7 to 12 years of POs and PO history.

The proposer must have a strong background in SAP and SAP conversions. Based on County requirements, the proposer is tasked with recommending an extract approach including the design of the SQL solution. Upon sign off/approval of the proposer’s approach, the successful proposer would perform the extract, database setup, and write several reports to allow users to access the system.

Pre-Proposal Conference
There will not be a pre-proposal conference scheduled by the County.

Solicitation Questions
Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by WEDNESDAY, DECEMBER 21, 2022 no later than 4:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to the Procurement Department via email, PROCUREMENT@MARINCOUNTY.ORG.

The subject line shall be: RFP 2826 – SAP Data Conversion - Questions

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website on WEDNESDAY, DECEMBER 28, 2022. It is the responsibility of all interested proposers to access the website(s) for this information.

Submittal Requirements
Submitted responses must include the form(s) provided with this solicitation package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

One (1) written original (marked as such) and one (1) electronic copy on a flash drive/ thumb drive are due on WEDNESDAY, JANUARY 11, 2023, no later than 2:00 pm local time. Sealed Proposal must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.
Proposal Delivery Address:
Marin County Procurement - ATTN: Adrian Sahadeo
3501 Civic Center Dr – Room #304
San Rafael, CA 94903

All proposals shall be clearly marked “RFP 2826 – SAP Data Conversion - Do Not Open” on the outside of the proposal package.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

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

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<th>Event</th>
<th>Date/Time</th>
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<tr>
<td>Release of RFP</td>
<td>Tuesday, December 6, 2022</td>
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<tr>
<td>Deadline to submit Questions</td>
<td>Wednesday, December 21, 2022 – No Later than 4:00 PM</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>Wednesday, December 28, 2022</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>Wednesday, January 11, 2023 – No Later than 2:00 PM</td>
</tr>
<tr>
<td>Intent to Award</td>
<td>Week of January 18, 2023 (Tentative)</td>
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<tr>
<td>Contract Start Date</td>
<td>Week of January 25, 2023 (Tentative)</td>
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Opening of Proposals
Proposals will not be publicly opened or read.

Informed Proposers/ Examination of Documents
Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy themself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
Nomenclatures
The terms successful proposer, offeror, bidder, vendor, supplier and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a proposal. The terms County of Marin and Department; quote, bid, proposal; contract, and purchase order, may be used interchangeably in this solicitation.

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

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

Withdrawal of Proposal
Submitted proposals:
  a) may not be withdrawn within 60 calendar days after the proposal opening
  b) may be withdrawn prior to the opening date only by written request of the proposer

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

***END OF INSTRUCTIONS TO PROPOSERS***
GENERAL PROVISIONS

The provisions in this section, with the exception to the Evaluation Criteria and Invoicing address, cannot be altered without prior approval by County Counsel and Procurement.

Responsible Parties
Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Procurement, at Procurement@MARINCOUNTY.ORG. All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Award of Contract
Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The County reserves the right to make a multiple award of this proposal.

Award Evaluation Criteria
The Evaluation Criteria that will be used to evaluate all received proposals are listed on Page 7.

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

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

Discussions/interviews may, at the County of Marin’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions
may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

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<th>EVALUATION CRITERIA</th>
<th>PERCENTAGE</th>
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<td>Qualifications and Experience</td>
<td>40%</td>
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<tr>
<td>Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.</td>
<td>25%</td>
</tr>
<tr>
<td>References/Performance History</td>
<td>20%</td>
</tr>
<tr>
<td>Cost</td>
<td>15%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
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Preferences
Whenever the County of Marin acquires services or supplies by purchase order and/or contract, the Purchasing Agent, in evaluating the price or proposal, shall award preferences based upon the following preferences. In no case shall the total of all preferences which a bid is eligible exceed fifteen (15.0) percent.

1. **Local Business Preference** - In accordance with County of Marin Code 3.10 there shall be a five (5.0) percent preference on the price submitted by a local county business.

2. **Workforce Development Preference** - In accordance with County of Marin Code 2.50.070 Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.

3. **Recycled Product Preference** - In accordance with County of Marin Code 3.08 there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products.

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

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

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

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

Change Orders

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

1. In the terms and conditions of the Contract
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.

Invoicing and Payment

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

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

A) Mailing Address:

COUNTY OF MARIN IST
Attn: Matthew Burton
1600 LOS GAMOS, SUITE 370,
SAN RAFAEL, CA, 94903

B) E-mail Address: (preferred method): MBurton@marincounty.org

Assignment and Subcontracting

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

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

Nondiscriminatory Employee

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

Fair Employment Provisions

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

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

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

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

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

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

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

Termination for Default – Time Extension for Delay

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

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

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

2. 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

Nuclear Free Zone

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

https://www.marincounty.org/depts/bs/boards-and-commissions/commissions/peaceconversion
Damages
The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer’s work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer’s expense as required by the County of Marin.

Living Wage
This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

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

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

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

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

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

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

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

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

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

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

Debarment and Suspension Certification
Title 49, Code of Federal Regulations, Part 29

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

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

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

Conformity with Law and Safety
Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

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

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

Attorney’s Fees
If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which it may be entitled.

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

Right to Audit
County shall have the right of audit and inspection of the Vendor’s business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.
California Public Records Act (CPRA)

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

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

Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys’ fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

Taxes

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

Tax, California Non-Resident Income and Franchise Tax Withholding

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

***END OF GENERAL PROVISIONS***
PROJECT INFORMATION

Background
The County of Marin implemented SAP Financials in July 2006 and Payroll and HR in January of 2007 with SAP ECC 6.0 and NetWeaver 7.0 architecture platform. Each Fall, the yearly Stack updates were performed on all the ERP ECC modules as well as kernel updates and Basis Components. Annual Year-End Support Package updates were completed for HR Payroll and Tax Calculation through BSI through December 2020. Payroll system of record for payroll data starting January 2007, ending December 2020. This system also includes pre-SAP historical from the previous Payroll system. Historical Financial includes data starting July 2006 and ending June 2016. There have been no Enhancement Package updates to ECC.

Details SAP Production: ECC 6.0 on NetWeaver 7.00 - ERPECCPROD
OS: Windows Server 2008 R2
SQL: SQL Server 2008 R2 Size: 1.5 GB
SPAM: Stacks 26 & 27 / 2017 2020: HR SP's J5 195
TaxFactory 10.0.w | Cyclic W | Regulatory Release 203
SAP ECC Components:
SAP_BASIS 700; SAP_ABA 700; PI_BASIS 2006_1_700; ST-PI 2008_1_700; SAP_BW 700; SAP_AP 700; SAP_APPL 600; SAP_HR 600; EA-HRCAR 600; EA-PS 600; EA-RETAIL 600; FINBASIS 600; ECC-DIMP 600; ERECRUIT 600; FI-CA 600; FI-CAX 600; INSURANCE 600; IS-CWM 600; IS-H 600; IS-M 600; IS-OIL 600; IS-PS-CA 600; IS-UT 600; LSOFE 600; SEM-BW 600; ST-A/PI 01L_ECC600

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

An example of the County of Marin Professional Services Agreement [PSC] is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample PSA attached. Additional terms and conditions may be required and may be negotiated after award.
Submittal Requirements
One (1) printed original (marked as such), and one (1) digital copy on a thumb drive to:

Marin County Procurement Division
3501 Civic Center Dr. STE 304
San Rafael, CA 94903

Contract Term/ Project Completion
Project completion required no later than August 31, 2023. The County reserves the right to extend the contract in the event additional time for project completion is requested, and authorized by the County.

Pricing
Prices quoted shall be firm and fixed through the contract term and shall not exceed the specified amount indicated unless mutually agreed upon. Any changes to pricing, must b

Minimum Qualifications/Experience Requirement
Proposers are required to have a minimum of ten (10) prior SAP data conversions in either commercial or government accounts of the similar size and scope as described within this solicitation. Prior SAP data conversions may be part of a project similar to the needs of this RFP, or an implementation related data conversation. Proof of SAP database knowledge is essential. Any proposer who cannot provide verifiable references for this requirement may be considered non-responsive.

Personal, Professional experience may be substituted on a year-for-year basis

Additional Requirements
Proposers may be required to adhere to other project specific requirements. Based upon individual needs of the department/division please include any pertinent information in this section. Examples include, but are not limited to:

Awarded proposer will be required to sign a Non-Disclosure Affidavit (NDA) and follow County of Marin security protocols when utilizing the County’s network.
SCOPE OF WORK

Project Specifics

The County of Marin implemented SAP Financials in July 2006 and Payroll and HR in January of 2007 with SAP ECC 6.0 and NetWeaver 7.0 architecture platform. Each Fall, the yearly Stack updates were performed on all the ERP ECC modules as well as kernel updates and Basis Components. Annual Year-End Support Package updates were completed for HR Payroll and Tax Calculation through BSI through December 2020. Payroll system of record for payroll data starting January 2007, ending December 2020. This system also includes pre-SAP historical from the previous Payroll system. Historical Financial includes data starting July 2006 and ending June 2016. There have been no Enhancement Package updates to ECC.

The County has changed ERP systems and would like to retain some of the data in our SAP R/3 system. We would like to move this data into a SQL database and create some reports to allow our users to get historical data for reporting and audit purposes. The County is looking for an experienced vendor to recommend an approach and extract the data from SAP, recommend a schema and implement the schema for the new database, and create several reports. We have determined that we will likely need all the HR and Payroll data, at least 7 years of the PO and Contract transactional data and possibly 3+ years of the financial data.

Task: Recommend an extract approach and design the SQL solution. Upon sign off/approval of the concepts the proposer would perform the extract, database setup, and write several reports to allow users to access the system.

Details SAP Production: ECC 6.0 on NetWeaver 7.00 - ERPECCPROD

OS: Windows Server 2008 R2

SQL: SQL Server 2008 R2 Size: 1.5 GB

SPAM: Stacks 26 & 27 / 2017 2020: HR SP’s J5 195

TaxFactory 10.0.w | Cyclic W | Regulatory Release 203

SAP ECC Components:

SAP_BASIS 700; SAP_ABA 700; PI_BASIS 2006_1_700; ST-PI 2008_1_700; SAP_BW 700; SAP_AP 700; SAP_APPL 600; SAP_HR 600; EA-HRCAR 600; EA-PS 600; EA-RETAIL 600; FINBASIS 600; ECC-DIMP 600; ERECRUIT 600; FI-CA 600; FI-CAX 600; INSURANCE 600; IS-CWM 600; IS-H 600; IS-M 600; IS-OIL 600; IS-PS-CA 600; IS-UT 600; LSOFE 600; SEM-BW 600; ST-A/PI 01L_ECC600

Key Goals/Capabilities

- Users can be assigned security roles based on access need. This can be table or data specific.
- Users must be able to run prebuilt reports using SSRS with security enforced.
- Developers should be able to connect to the new tables via SSMS or Visual Studio. Only table security need apply here.
Technical Requirements
- Solution should be built using Microsoft SQL
- Reports will be built using SSRS

Project Timeline
Project tentative start in early 2023; or based on agreed start date. Completion date shall be no later than August 31, 2023.

***END OF SCOPE OF WORK***
**EXCEPTIONS TO THE SCOPE OF WORK**

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

<table>
<thead>
<tr>
<th>Section or Page number</th>
<th>Description of exception</th>
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***END OF EXCEPTIONS***
Offer

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

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

Representations and Certifications

Proposer certifies the following

That they are a:  

________ Certified Dealer/Vendor for the Items in this Bid

________ Manufacturer of the Items in this Bid

Business is operated as:  

________ an Individual

________ a Partnership

________ a Corporation

Incorporated in the
State of ______________________

Company Name: ____________________________________________

Company Address: ____________________________________________

Company Phone: ____________________________________________

Company Website: ____________________________________________

Signature of person authorized to sign bid: x ____________________________

Printed name: ____________________________________________

Title: ____________________________________________

Date: ____________________________________________

E-mail address: ____________________________________________
Schedule of Proposed Fees – If tasks and descriptions do not correlate with proposal, please submit pricing on a separate page.

<table>
<thead>
<tr>
<th>Task</th>
<th>General Description/Deliverables</th>
<th>Price</th>
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<tr>
<td>Recommendation of approach/solution</td>
<td>Provide a detailed approach to solution</td>
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<td>Extraction</td>
<td>Extraction of any/all requested information</td>
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<td>Database Setup</td>
<td>Creation and set up SQL database</td>
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<td>Report Generation</td>
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<td>Other Costs (Please List)</td>
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<td><strong>Total Project Cost</strong></td>
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Additional or Optional Proposed Fees – Please include in detail on any additional deliverables that are not detailed in this solicitation

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<tr>
<th>Additional Task(s)</th>
<th>Description/Deliverables</th>
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REFERENCES AND PERFORMANCE

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

1. Number of years in business: _________________________________

2. Current average number of employees: _________________________

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

   Name: ___________________________________________________
   Address: _________________________________________________
   Contact Person: __________________________________________
   Phone number: ___________________________________________

   Name: ___________________________________________________
   Address: _________________________________________________
   Contact Person: __________________________________________
   Phone number: ___________________________________________

   Name: ___________________________________________________
   Address: _________________________________________________
   Contact Person: __________________________________________
   Phone number: ___________________________________________
STATEMENT OF QUALIFICATIONS

Proposers shall provide up to a one-page narrative as to supplier’s interests, particular abilities and qualifications related to this solicitation. Please include examples: knowledge, expertise and/or experience with other related work. Please attach statement or use space below.
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
NON COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

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

___________________________________ ___________________________________
Printed Name of Document Signer  Signature of Document Signer
LOCAL BUSINESS PREFERENCE CERTIFICATION

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

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

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

1. ______ has its principal place of business in Marin County; or
   Describe:_____________________________________________________________________________
   ______________________________________________________________________________________
   ______________________________________________________________________________________

2. ______ has a business license issued in Marin County for a period of six months prior to any claim of preference; or
   Describe:_____________________________________________________________________________
   ______________________________________________________________________________________
   ______________________________________________________________________________________

3. ______ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.
   Describe:_____________________________________________________________________________
   ______________________________________________________________________________________
   ______________________________________________________________________________________

Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications. Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address City, State, Zip Code

Signature of Authorized Representative Contact Number

Title E-Mail Address
WORKFORCE PREFERENCE CERTIFICATION

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

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

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

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

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

Describe:____________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

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

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

__________________________________________________________________________________________
Firm Name

__________________________________________________________________________________________
Business Address City, State, Zip Code

__________________________________________________________________________________________
Signature of Authorized Representative Contact Number

__________________________________________________________________________________________
Title E-Mail Address
ATTACHMENT A – PROFESSIONAL SERVICE CONTRACT (SAMPLE)

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:
The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.
Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

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

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

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

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

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

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

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

9. ASSIGNMENT:
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.
10. **LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
11. **BOOKS OF RECORD AND AUDIT PROVISION:**

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

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

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

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

13. **TERMINATION:**

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days’ written notice of such termination. All obligations of County to make payments after the termination date will cease.
Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.
15. **RELATIONSHIP BETWEEN THE PARTIES:**

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

16. **AMENDMENT:**

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

17. **ASSIGNMENT OF PERSONNEL:**

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

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://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

| EXHIBIT A. | ☐ Scope of Services |
| EXHIBIT B. | ☐ Fees and Payment |
| EXHIBIT C. | ☐ Insurance Reduction/Waiver |

CONTRACTOR’S INITIALS
| EXHIBIT D. | □ Contractor’s Debarment Certification |
| EXHIBIT E. | □ Subcontractor’s Debarment Certification |
| EXHIBIT F. | □ Federal Provisions Exhibit / Attachment 1 |

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

CONTRACTOR: APPROVED BY COUNTY OF MARIN:

By: ___________________________ $psc_cns1
Name: ________________________ $psc_cnn1
Title: _________________________ $psc_cnt1  By: ________________________________

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

County Counsel: _______________________________ Date:

______________________________________________
EXHIBIT “A”

SCOPE OF SERVICES (required)
EXHIBIT “B”
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

(1) BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of __________ per month not to exceed __________ during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.

(2) MILEAGE. COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.

(3) TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at __________.

(4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.

(5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is __________. The maximum amount payable to Contractor under this Contract for this period shall not exceed __________.
SOLICITATION DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND ONE (1) DIGITAL COPY ON A USB THUMB DRIVE OF THE PROPOSAL

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

a. Exceptions to the Scope of Work Page 21
b. Offer Page 22
c. Schedule of Proposed Fees Page 23
d. References and Performance Page 24
e. Statement of Qualifications Page 25
f. Debarment and Suspension Certification Page 26
g. Attachment F - Non-collusion Declaration Page 27

Successful Proposer shall be required to furnish:

a. Certificate of Liability Insurance
b. Additional Insured Endorsement naming County of Marin as additional insured
c. Valid W-9
d. Any other requested documentation related to this solicitation