COUNTY OF MARIN

Request for Proposals #2843

Comprehensive Organizational and Operational Analysis of the District Attorney’s Office

Date Released:
Monday, November 6, 2023

Declaration of Interest Due By:
5:00 pm on Tuesday, November 21, 2023

Submittals Due By:
5:00 pm on Wednesday, December 20, 2023

to the

County Administrator’s Office
3501 Civic Center Drive, Room 325
San Rafael, CA  94903
Attention: Talia Smith
tsmith@marincounty.org
Table of Contents

I. Project Information and Scope of Work .......................................................... 2

II. Instructions ........................................................................................................ 5

III. General Provisions and Award Evaluation ..................................................... 10

IV. Submittal Document 1: Offer ........................................................................... 20

V. Submittal Document 2: Schedule of Proposed Fees ....................................... 21

VI. Submittal Document 3: Debarment and Suspension Certification ............... 22

VII. Submittal Document 4: Non-collusion Declaration ....................................... 23

VIII. Submittal Document 5: Local Business Preference Certification .............. 24

IX. Submittal Document 6: Workforce Preference Certification ......................... 25

X. Attachment 1: Sample Professional Services Contract ............................... 26

I. Project Information and Scope of Work

A. Proposal Requested

The County of Marin County Administrator’s Office is requesting proposals for a Comprehensive Organizational and Operational Analysis of the District Attorney’s Office within the scope of work detailed within this RFP.

B. Overview of County and Office

District Attorney’s Office

The Marin County District Attorney’s Office prosecutes criminal violations of state law and county ordinances on behalf of more than 260,000 residents in Marin County. The principal duties of the District Attorney include acting as the public prosecutor of violations of state law and county ordinances; instituting criminal proceedings against persons charged with or reasonably suspected of public offenses; advising both the Civil and Criminal grand juries; and investigating and seeking both criminal and civil remedies for unlawful business practices.

The office operates with an annual budget of $9.5 million and 85 FTE employees and is headed by the elected District Attorney. The Marin County District Attorney’s Office is part of the County organization, however, the DA is elected by all voters in Marin County and serves as the prosecutorial authority for crimes committed in unincorporated and incorporated areas of the County. The District Attorney is an officer of the State when engaged in the prosecution of crimes.

Mission Statement: The Marin County District Attorney’s Office’s primary mission is promoting safety through innovative and collaborative approaches to crime prevention and prosecution while maintaining our commitment to victims’ rights, offender rehabilitation, consumer protection, and public engagement.
Marin County Government

Marin County has 11 incorporated cities and towns that provide municipal services to residents within their jurisdictions: Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon. Marin County government, directed by the elected Board of Supervisors, provides municipal services to all unincorporated areas of the county. Additionally, certain County services, as dictated in state and federal law, serve all residents in Marin, including the District Attorney and other criminal justice functions, health and human services, elections, property assessment and tax collection.

One of the nine San Francisco Bay Area counties, Marin County is located across the Golden Gate Bridge from San Francisco and the Richmond-San Rafael Bridge from Contra Costa County. Part of the interconnected Bay Area economy, many residents in Marin commute across county lines for work – and many Marin businesses employ workers from nearby counties. Marin is also known for its extensive natural, recreational and agricultural lands – nearly 85 percent of the county’s land area is protected open space.

The County of Marin is a stable and well-run organization comprised of 23 departments with more than 2,500 positions. It has a FY 2023-24 operating budget of approximately $784 million, including all funds and special districts.

C. Project Background

The County Administrator’s Office and the District Attorney’s Office are undertaking this effort to review and provide recommendations which address a backlog of criminal cases, as well as unfunded legislative mandates in the criminal justice system that have added additional responsibilities and increased workloads officewide. The intent of this project is to provide a summary report and specific recommendations regarding the organizational structure of the office, procedures, responsibilities and staffing and budgetary resources allocated within the District Attorney’s Office, and what is required to ensure the most effective utilization of limited financial resources, including specific recommendations regarding whether or not additional resources or modified processes are required to accomplish the department’s mission and obligations.

This project should also assess how new mandates for the District Attorney’s Office have impacted workloads within the office. These new mandates include Racial Justice Act motions, PRA requests, 1437 returns, 

Bruen motions, increasing serious juvenile cases, mental health diversion, discovery processing demands, and increasing law and motion demands.

When reviewing the County’s economic health, financial capacity, or delivery of services, the County typically compares itself with seven other counties that share similar economic geographic and social characteristics (Comparable Counties) from year to year: Napa, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, and Sonoma. The intent of the report is also to understand organizational and operational similarities and differences between Marin and other counties, which may include these comparable counties and/or others that may prove to be more relevant in considering comparisons of a District Attorney’s Office.
D. **Scope of Work (specific scope to be developed with vendor)**

The ultimate report will provide findings and recommendations to the CAO and the Board of Supervisors that identify opportunities for improved efficiencies and allocation of resources. This includes, but is not limited to:

The final report will provide the Board of Supervisors with a comprehensive evaluation of the current structure of the Office which identifies opportunities for improved efficiencies and allocation of resources. The report should identify areas of greatest organizational and operation strengths, and also priorities areas of improvement.

The contractor’s evaluation and analysis should include:

- a. Comparative staffing levels, including allocation of attorney and legal support staff, particularly in regards to case backlog, PRA requests, multiple jury trial settings, and criminal calendar size, among others.
- b. Structure, Roles and Decision Authorities, including
  - a. Clarity of roles and accountability for decisions, and
  - b. Organizational structures that support departmental objectives;
- c. Work processes, including
  - a. Processing times and related standards
  - b. Use of technology and other tools to streamline decision-making within the department and with justice partners.
- d. Review and analyze publicly available or readily accessible background data on topics including, but not limited to, court backlog, performance outcomes, mandatory and discretionary levels of service, current and prior years’ baseline and modified budget, Grand Jury reports and District Attorney’s response, resources required for current programs and services, departmental policies, procedures and practices, staffing levels and resource allocation, and workload and workload trend information
- e. Conduct interviews with key stakeholders, which may include staff and/or management within the District Attorney’s Office, Public Defender’s Office, Probation, and the Courts;
- f. Make comparisons to related California counties, identified as relevant for this evaluation;
- g. Evaluate core functions and determine baseline departmental services, aligned with evidence-based practices and federal, state, and local requirements;
- h. Identify strengths, weaknesses, and opportunities for improvement;
- i. Recommend priorities and phasing of improvements;
- j. Recommend evidence-based best practices, business models, and strategies for implementation;
- k. Recommend and/or develop service-delivery performance measures, matrixes, and benchmarks to measure progress and ensure sustainability;
- l. Prepare a final report which provides recommendations based on needs, and;
- m. With County staff, present final report to the Board of Supervisors.

**End of Project Information and Scope of Work**
II. Instructions

A. Declaration of Interest

All interested respondents shall submit a written Declaration by Tuesday, November 21, 2023. Please email Talia Smith at tsmith@marincounty.org.

The subject line of the email shall be: RFP Organizational & Operational Analysis of the District Attorney’s Office – Declaration of Interest

The body of the email simply needs to indicate in writing that the interested party intends to submit a final proposal in response to the RFP and must provide contact information for the interested party. Submitting a Declaration of Interest does not compel an interested party to submit a final proposal.

B. Solicitation Questions

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 any party 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 submit their questions and/or request clarification or modification of the document(s) in writing via email.

All questions must be emailed and received by Tuesday, November 21, 2023 no later than 5:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to Talia Smith via email at tsmith@marincounty.org. Phone calls and faxed questions will not be accepted.

The subject line of the email shall be: RFP Organizational & Operational Analysis of the District Attorney’s Office – Solicitation Question

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website on Wednesday, November 29, 2023 by the end of the day. It is the responsibility of all interested proposers to access the website(s) for this information.

C. Proposal 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 Administrator’s Office.
One (1) Electronic PDF version of the proposal is due Wednesday, December 20, 2023, no later than 5:00 pm local time. Completed proposals should be submitted to Talia Smith via email at tsmith@marincounty.org. The subject line shall be: RFP Organizational & Operational Analysis of the District Attorney’s Office – Submitted Proposal.

The proposal should be straightforward, concise and provide “layperson” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. The proposal should contain the sections in the order indicated below, along with any additional information appropriate:

1. **Cover letter**: Provide a letter of introduction, no more than 2 pages in length. The cover letter should also include a profile and brief history of the company.

2. **Listing of Personnel**: This section shall define the qualifications and the experience of the consultant firm, key personnel and staff or sub-consultants assigned to the services. A designated primary contact for the duration of the contractual period should be identified.

3. **Statement of Qualifications and approach to Scope of Work**: This section shall briefly define the approach and scope consultants will undertake to best serve the County’s needs. This section should include:
   i. Specific experience working with other counties on organizational assessments involving allocation of staff, management strategies, and operations within a criminal justice system.
   ii. Experience and success/major accomplishments in performing the type(s) of projects and issues outlined in Attachment A. If applicable, specific experience conducting analyses directly related to the criminal justice community (including work involving District Attorney’s Offices) should be identified in the response.
   iii. Contractors shall fully describe any exceptions to the written requirements and/or scope of the project. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance.

4. **References and clients**: Provide references for similar work that your firm has provided within the last three (3) years. Include a detailed description of the services, the agency names, contact names and phone numbers, dates of services performed and successful work completed. A current list of clients and clients over the past three years is also requested.

5. **Disclosure of any alleged significant prior or ongoing contract failures**, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Marin reserves the right to reject any proposal based upon the Proposer’s prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.
Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time and will be rejected.

All costs of preparation of proposals including travel for any interviews scheduled shall be borne by the respondents.

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 additional information not included in this RFP from any of the respondents.

D. Solicitation Documents to be Returned with Submittal

In addition to the documents described in the Proposal Submittal Requirements section above, the following forms must be completed and submitted with the Proposal by the Submittal Deadline.

- Submittal Document 1: Offer
- Submittal Document 2: Schedule of Proposed Fees
- Submittal Document 3: Debarment Suspension Certification
- Submittal Document 4: Non-collusion Declaration
- Submittal Document 5 – if applicable: Local Business Preference Certification
- Submittal Document 6 – if applicable: Workforce Preference Certification

If selected, successful Proposer shall be required to furnish the following:
- Certificate of Liability Insurance
- Additional Insured Endorsement naming “County of Marin” as additional insured
- W-9 Document
- Any other requested documentation related to this solicitation and/or Vendor Registration

E. Contract Term

It is the County’s intent to award this contract with a term of 4-6 months to complete the Scope of Work. Exact details of the contract would be defined in consultation with the vendor during the application process.

F. Minimum Qualifications/Experience Requirement

Recommended Minimum Qualifications. It is recommended that applicants have at least five (5) years of experience consulting for municipal agencies – particularly California county governments, performing organizational assessments of governmental agencies, and/or carrying out analysis and making recommendations for county-level criminal justice agencies. Specific experience conducting District Attorney or criminal justice attorney analysis, is recommended, though not required.

The County is specifically seeking firms/individuals with experience in evaluating local government department organizational leadership, structures, roles, decision-making authorities, policies, procedures, and staffing.
G. Timeline of Events

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, November 6, 2023</td>
<td>Request for Proposal released</td>
</tr>
<tr>
<td>Tuesday, November 21, 2023</td>
<td>Declaration of Interest due</td>
</tr>
<tr>
<td></td>
<td>Deadline to submit questions</td>
</tr>
<tr>
<td>Wednesday, November 29, 2023</td>
<td>Responses to questions released</td>
</tr>
<tr>
<td>Wednesday, December 20, 2023</td>
<td>Submitted Proposals due by 5:00 p.m.</td>
</tr>
<tr>
<td>December 20, 2023 - January 12, 2024 (Tentative)</td>
<td>County review period; <strong>interviews tentatively planned for week of January 8</strong></td>
</tr>
<tr>
<td>Week of January 15, 2024 (Tentative)</td>
<td>Identification of apparent winner</td>
</tr>
<tr>
<td>January 30, 2024 (Tentative)</td>
<td>Contract presented to Board of Supervisors for approval</td>
</tr>
<tr>
<td>February 1, 2024 (Tentative)</td>
<td>Contract start date</td>
</tr>
</tbody>
</table>

H. 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.

I. Verbal Agreement or Conversation with County Officials

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

Except for the above named, potential respondents should not contact other Marin County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

J. 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 Professional Services Agreement attached. Additional terms and conditions may be required and may be negotiated after award.

**End of Instructions**
III. General Provisions and Award Evaluation

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.

A. Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Talia Smith, Principal Administrative Analyst, tsmith@marincounty.org.

All inquiries shall be directed to the designated County staff person as shown. Failure to comply with this request may be considered cause for disqualification of your proposal.

B. 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.

C. Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals is listed in this RFP.

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 include an the County Administrator, the CAO Budget Director, representative(s) from the District Attorney’s Office, or other County representative. The Selection Committee will review and make the final selection and scope of study after review and discussion with the District Attorney’s Office. Additionally, the review committee will determine whether respondents’ existing client list present a conflict to the County’s needs and Scope of Work.

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 Selection Committee is not obligated to accept the lowest priced
Comprehensive Organizational and Operational Analysis of the Marin County District Attorney’s Office RFP - 2023

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.

Once a vendor has been selected, the County Administrator’s Office and the District Attorney’s Office will review and refine the specific scope of the study with the vendor.

Note: The Proposer’s main or lead contact for the County (Principal and key support staff) must present in any subsequent discussions/interviews during the Award Evaluation process.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Percent</th>
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<tbody>
<tr>
<td>Applicant Qualifications:</td>
<td></td>
</tr>
<tr>
<td>• Does the applicant and the identified key staff have the capacity and expertise to meet the needs of the County?</td>
<td>40%</td>
</tr>
<tr>
<td>• Do the applicant and the identified key staff have previous experience that demonstrates ability to address the County’s needs?</td>
<td></td>
</tr>
<tr>
<td>• Does the applicant and the identified key staff demonstrate an understanding of the current challenges and needs of the County and District Attorney’s Office?</td>
<td></td>
</tr>
<tr>
<td>• Does the applicant and the identified key staff have the relationships and ability to work successfully with criminal justice partners?</td>
<td></td>
</tr>
<tr>
<td>Approach to Organizational and Operational Analysis</td>
<td></td>
</tr>
<tr>
<td>• Does the applicant’s plan or approach for accomplishing the required Scope of Work demonstrate an understanding of the County’s needs and the tasks required to meet those needs?</td>
<td>30%</td>
</tr>
<tr>
<td>• Does the applicant’s proposed use of staff demonstrate an ability to meet the County’s needs?</td>
<td></td>
</tr>
<tr>
<td>Oral Interview</td>
<td>20%</td>
</tr>
<tr>
<td>Adherence to the requirements of the RFP</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

The County may consider other criteria that it deems relevant. The Selection Committee is free to make recommendations it may deem to be in the best interest of the County.
D. Preferences

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

E. Supplier Performance Management Program (SPMP)

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

F. Addenda

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

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

G. Change Orders

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes 1) in the terms and conditions of the Contract and 2) in the written specifications.
No order, statement or conduct, written or oral, shall be treated as a change order unless in writing and signed by both parties.

H. **Invoicing and Payment**

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

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following address:
Marin County Administrator's Office
Attn: Talia Smith
3501 Civic Center Drive, Room 325
San Rafael, CA 94903
or via email at tsmith@marincounty.org

I. **Assignment and Subcontracting**

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

J. **Force Majeure**

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

K. **Nondiscriminatory Employer**

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

L. Fair Employment Provisions

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

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

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

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

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

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

M. Cancellation of Contract

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

N. Termination for Default – Time Extension for Delay

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

O. Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be 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:
   i. Repeated failure to respond within requested time-frame
   ii. Failure to perform services when promised or expected
   iii. Inability to reach Contractor contact; lack of customer service

P. Nuclear Free Zone

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

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

Q. Damages

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

R. Living Wage

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


S. Cooperative Agreement

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

T. Joint Procurement

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

U. Independent Proposer

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

V. Non-Appropriation of Funds

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

W. Compliance or Deviation to Specifications

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

X. Governing Laws

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

Y. Insurance

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

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

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

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

Z. Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29
The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

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

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

AA. Conformity with Law and Safety

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

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

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

BB. 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.

CC. 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.
DD. 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.

EE. 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.

FF. 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.

GG. 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**
IV. **Submittal Document 1: 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:  
______________________________

Email address:  
______________________________
V. **Submittal Document 2: Schedule of Proposed Fees**

Schedule of Proposed Fees – Please include details on what deliverables will be provided

<table>
<thead>
<tr>
<th>Task</th>
<th>Description/Deliverables</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fee</td>
<td>Comprehensive Organizational and Operational Analysis of the Marin County District Attorney’s Office</td>
<td>$</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Optional/Additional Proposed Fees (Optional) – Please include details on what additional deliverables will be provided outside the Scope of Work. Upon evaluation of the proposal the County may elect to additional deliverables.

<table>
<thead>
<tr>
<th>Additional Tasks (#)</th>
<th>Description/Deliverables</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total Additional Costs</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Costs (Total Project Cost + Total Additional Cost)** $
VI. Submittal Document 3: 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
VII. **Submittal Document 4: Non-collusion Declaration**

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
VIII. Submittal Document 5: Local Business Preference Certification

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

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

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

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

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

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

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

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

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

______________________________________________________________________________________________
Firm Name

______________________________________________________________________________________________
Business Address                  City, State, Zip Code

______________________________________________________________________________________________
Signature of Authorized Representative       Contact Number

______________________________________________________________________________________________
Title                                  E-Mail Address
IX. **Submittal Document 6: 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
X. Attachment 1: Sample Professional Services Contract

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, national origin, 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 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 owner 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
  160.500(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 150.800(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
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 ____________________________ By ____________________________
Name:
Title: ____________________________ By: ____________________________

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

County Counsel: ____________________________ Date: ____________________________