



REQUEST FOR PROPOSALS

RFP 2017-01

Building Permit Application Plan Review Overflow Assistance

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PROCUREMENT TIMELINE

The following milestones and dates may be subject to change at the sole discretion of the Marin County Community Development Agency Director.

Awarding Agency: Marin County Community Development Agency
Building and Safety Division
3501 Civic Center Drive, Room 308
San Rafael, CA 94903

Contact Person: William "Bill" Kelley, CBO,
Deputy Director, Building and Safety Division
415-473-6556
bkelly@marincounty.org

RFP Issue Date: March 6, 2017

Last Day for Submission of Questions: March 13, 2017
All questions and responses to bidder's inquiries
will be posted on the Department's website at:

<http://www.marincounty.org/depts/cd/divisions/building-and-safety/forms>

Proposal Due Date: March 24, 2017 by 4:00 PM

Number/Format of Proposal Copies: The proposal should be submitted as a .pdf
attachment conveyed by email to
bkelly@marincounty.org and received no
later than 4:00 PM, March 24, 2017.

Tentative Date for Contract Award: March 31, 2017

Tentative Start Date for Contract: April 3, 2017

RFP GUIDELINES & REQUIREMENTS

INTRODUCTION

Marin County Community Development Agency, Building and Safety Division is requesting proposals to provide building permit application plan review overflow assistance, on an as-needed basis. This RFP seeks responses from qualified vendors interested in providing these services.

PROGRAM GOAL & DESCRIPTION

Building and Safety is the Division of the Community Development Agency responsible for planning, implementing, coordinating and evaluating the County's building permitting program. Building permit application intake, processing, and California Building Standards Code (Title 24, CCR) plan review are provided directly by Division staff. Additional application reviews by Planning, Environmental Health, Public Works Land Development and/or fire agencies may also be facilitated by Division staff prior to permit issuance. Approximately 3,300 building permits are issued annually under this program to customers within Marin's unincorporated area.

After permit issuance, Division staff provides on-site construction inspections or electronic review of photographic documentation to verify construction in accordance with the approved plans and applicable code requirements. Approximately 14,600 separate inspection requests are received and provided annually by Division staff.

Building and Safety Division management desires assistance, on an as needed basis, to ensure initial plan review for complex projects is provided within three weeks; rechecks and simple projects are reviewed within one week. The selected vendor will be expected to provide a variable level of plan review overflow assistance as needed to help maintain reliable conformance with these service objectives.

For the purposes of this RFP and any ensuing contract, "overflow assistance" means providing assistance, when requested, performing plan reviews when our Division staff is unable to do so, due to absence or unavailability; and/or during infrequent and temporary periods when demand for service exceeds Division staff's capacity to maintain our service objectives.

WHO IS ELIGIBLE TO APPLY?

Proposer must be providing comparable services in current use by one or more municipal clients, beresponsive to all requirements of this RFP, and able to legally conduct business in Marin County, California. Proposer must have been in the municipal services building permit plan review and inspection business for at least thirty-six (36) months prior to the release date of this RFP to be eligible to participate.

PREPARING THE PROPOSAL

When preparing a proposal in response to this RFP, the Proposer is reminded to:

1. Carefully read the entire RFP document before you start
2. Submit a complete proposal by the required deadline
3. Make sure that all procedures and requirements of the RFP are accurately addressed
4. Refer to the Department for access to resource materials pertinent to this RFP
5. Carefully review the entire proposal prior to ensure it is complete as instructed

QUESTIONS/INQUIRIES REGARDING THE RFP

Vendors should submit questions or inquiries through email to bkelly@marincounty.org no later than March 13, 2017. Inquiries by telephone or other means will not be accepted. Vendors should refer to the specific page in the RFP, and should quote the specific language in question. All questions or inquiries will be answered and available on the Department's website at:

<http://www.marincounty.org/depts/cd/divisions/building-and-safety/forms>

ADDENDA

All addenda to the RFP will be published on the Community Development Agency Building and Safety Division website above. Proposers are encouraged to view the website frequently in order to be familiar with any subsequent information contained in addenda to the RFP.

CONTRACT PERIOD/PROVISIONS

By submitting a proposal, Proposer is agreeing to sign and be bound by the County's standard professional services contract (Attachment B).

The initial term of the contract, if awarded, shall be a maximum of two (2) years, commencing on or about April 3, 2017. By mutual agreement the term of the contract may be extended annually for a maximum total of two (2) additional years, provided written notice of each extension is given to the proposer at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the County, the contract shall become null and void effective the date of renewal. During extension periods, all terms and conditions of the contract shall remain in effect.

APPLICATION PROCEDURE

Proposal must be attached as a .pdf and submitted by email no later than 4:00 p.m., Pacific Daylight Time, on Friday, March 24, 2017 to:

bkelly@marincounty.org

Mail or facsimile responses to this Request for Proposals does not meet the requirement of the Application Procedure and will not be accepted. Proposals received after the exact time specified for receipt will not be considered. The County reserves the right to accept or reject any or all proposals.

PROPOSAL CONTENT

This RFP requires proposers to submit proposals in the format outlined below:

A. EXECUTIVE SUMMARY

(Proposal Section 1.0) This part of the response to the RFP should be limited to a brief narrative summarizing the proposal. The summary should not address details of services proposed. This section should include cost quotations at a summary level only, for each type of service to be provided on an as-needed basis. Contact information should include a valid e-mail address and a telephone number.

B. SCOPE OF SERVICES

(Proposal Section 2.0) This section of the vendor's proposal should include a general discussion of the vendor's understanding of the overall project and the scope of work proposed. The response must clearly describe the services included in the proposal that are necessary to meet County's requirements, as well as any additional services included in the proposal that are "value-added" or "optional." The response must also confirm that the proposal includes all of the work effort necessary to provide and deliver the services included in the proposal.

C. COMPANY BACKGROUND

(Proposal Section 3.0) Each proposal must provide the following information about the submitting proposer's company. The Community Development Agency, at its option, may require a proposer to provide additional documentation or clarify requested information.

Background information shall include:

- . How long the company has been in business.
- . A brief description of the company size and organizational structure.
- . How long the company has been providing the proposed services to other municipal clients.
- . Listing of vendor's municipal customers who have received similar services.
- . Evidence that the vendor is in good standing and qualified to conduct business in California.

D. SUSTAINABILITY PROVISIONS

(Proposal Section 4.0) This section of the vendor's proposal should detail how the delivery of requested services aligns with Marin's Countywide Plan (2007) and governing values by contributing to fuel efficient transportation, lower traffic impacts, and reduced greenhouse gas emissions.

E. IMPLEMENTATION PLAN

(Proposal Section 5.0) The proposer must provide a detailed plan for implementing the proposed services. This information **MUST** include a detailed methodology.

F. CLIENT REFERENCES

(Proposal Section 6.0) The County considers references for the service vendor to be important in its decision to award a contract. The County will not call proposers to tell them that their references will be contacted. The names and phone numbers of the received service manager for each reference must be listed. Failure to provide this information may result in the proposer not being considered further in the selection process.

G. PRICING

(Proposal Section 7.0) Include itemized costs for all services to be delivered. Costs should be identified as unit costs on an as-needed per service basis for each type of service proposed. The County reserves the right to contact proposers on cost and scope clarification at any time throughout the selection and/or negotiation process.

H. EXCEPTIONS TO THE RFP

(Proposal Section 8.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

EVALUATION AND SELECTION PROCESS

GENERAL

After the established date for receipt of proposals, a listing of submitting proposers will be available for public inspection. Qualifications and proposals submitted by interested proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP. The following general criteria will be carefully considered by the County during the evaluation and selection process:

1. Functional and Technical Requirements

- Degree to which the proposal meets the functional and technical requirements of the RFP. Exceptions to required features and functions considered essential by the County may result in disqualification of a proposal.

2. Costs

- Competitiveness of proposer's total pricing. Pricing will not be the sole determining factor in awarding of the contract.

3. Proposer's Previous Performance Qualifications

- Proposer's experience with other municipalities similar in scope.
- Proposer's experience under contract with local governments.
- Proposer's professional credentials and affiliations indicating their capabilities to provide services of this nature, size, and scope.
- Qualification of resources available to provide the requested services.
- Proposer's evidence of financial stability.
- Responses to reference checks.

4. Local Business Preference

In accordance with County of Marin Ordinance #89-2993, the County will assign a five percent preference on the price submitted by a local County business.

The County will make such inquiries as it considers necessary to obtain full information on the proposers selected for further consideration, and each proposer is expected to cooperate fully in such inquiries.

5. Sustainability Preference

To promote alignment with Marin's Countywide Plan (2007), the County will give preferential consideration to proposals demonstrating the use of fuel efficient transportation, lower traffic impacts, and reduced greenhouse gas emissions in the delivery of requested services.

PROPOSAL CONFIDENTIALITY

Except as provided for under the California Public Records Act, a lawfully executed subpoena, or other provision of law, each proposer agrees that the contents of each proposal submitted in response to this RFP is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals. Except as determined by the Department's Administrative Division, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, unless required by law.

APPEALS PROCESS

Proposer may appeal the award of contract under this RFP in writing to the Director of the Community Development Agency within seven (7) working days of the award recommendation, citing the basis for the appeal. The sole bases for appeal are:

1. Conflict of Interest
2. Failure to follow material RFP procedures that resulted in significant unfair advantage to the awarded applicant
3. Selected applicant is unqualified or disqualified
4. There is no substantial basis to select the awarded party

All appeals must be submitted in writing together along with credible supporting documentation. The decision of the Community Development Agency Director is final.

ATTACHMENT A

PROPOSAL RESPONSE CERTIFICATION

The undersigned, as proposer, declares that they have read the Request for Proposals and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Firm _____

Street Address _____

City, State, Zip _____

Telephone & Fax Number _____

Tax ID Number _____

Signature of Proposer _____ Date _____

Name and Title _____

E-mail Address _____

ATTACHMENT B

COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT 2015 - Edition 1

CAO Contract Log # _____

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

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

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

15. **RELATIONSHIP BETWEEN THE PARTIES:**

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

16. **AMENDMENT:**

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

17. **ASSIGNMENT OF PERSONNEL:**

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

18. **JURISDICTION AND VENUE:**

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

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

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

Exhibit D - Debarment Certification

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

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

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

21. NOTICES:

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

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

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

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

CONTRACTOR:

**APPROVED BY
 COUNTY OF MARIN:**

By: _____
 Name: _____
 Title: _____

By: _____

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

County Counsel: _____ Date: _____

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 _____.