

County of Marin, California

Request for Proposal
For
Electronic Plan Review Software

RFP No. COMET-2017-1003

Release Date: October 3, 2017

Submittal Deadline: November 3, 2017

No Later Than 4:00 p.m. Pacific Time

Submission

Due Date: November 3, 2017

Submit to County: One (1) signed and completed Original, Six (6) Copies, and One (1) Electronic Copy of the response and any supporting documentation on a thumb drive. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy."

Send to:

County of Marin
Information Services & Technology Department
Attn: Angie Hisanaga
1600 Los Gamos Drive, Suite 370
San Rafael, CA 94903

Important Notice:

Effective immediately upon release of this Request for Proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

COMET-RFP@marincounty.org

Do not contact County departments or other County staff directly. Information from sources other than the above contact may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive.

The County of Marin, CA (the "County"), or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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1 Introduction

The County of Marin invites responses from qualified providers of Electronic Plan Review software that is suitable for the business of public sector organizations.

The County of Marin, California (or “the County”) in the San Francisco-Oakland Bay Metropolitan Statistical Area, was established in 1850 as one of California’s original 27 counties following the adoption of the State Constitution in 1849. The County of Marin currently consists of 520 square miles and contains 11 incorporated cities and towns.

The Building & Safety Department of the Community Development Agency ensures that buildings in unincorporated Marin County are constructed safely by reviewing Building Permit applications and inspecting construction projects. Building & Safety currently offers Owner-Builders and Licensed Contractors the ability to apply online for over-the-counter maintenance permits, using the INFOR™ Public Sector software. To fulfill the vision of offering online services for all building permits, the County seeks Electronic Plan Review software that will integrate with the INFOR™ Public Sector software.

2 Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. If it becomes necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	October 3, 2017
Deadline for clarification questions	October 13, 2017
County distributes responses for Vendor clarification questions	October 20, 2017
Vendor responses due	November 3, 2017
Notification of demonstration dates	November 20, 2017
Onsite presentations and demonstrations	Week of December 4, 2017
Contract award	January 2018

3 Background

The County of Marin Community Development Agency facilitates planning, building, environmental health, engineering and fire plan review for all projects located on private property in the unincorporated areas of the County for both residential and commercial projects. The Agency coordinates all projects requiring architectural plans as a component of the building permit process. The Agency currently requires permit applicants to submit at least three (3) sets of building plans for the review and approval by multiple different departments/agencies in order to issue building permits for proposed projects. Building plans are currently reviewed individually by one department/agency at a time which delays the review process. With the implementation of Electronic Plan Review Software, the Agency expects that this software will allow for a coordinated electronic plan review component of the building permit process both intra-agency wide and with all other applicable departments and or agencies. The implementation of Electronic Plan Review Software must result in the simultaneous review by all required reviewer/approvers resulting in a more efficient and timely review/approval process.

4 Response Format Requirements

4.1 Cover Letter

Each response to this RFP shall include a cover letter as described in this section, followed by responses to the requirements in the order in which they are presented below. Provide all information in the specified order. Failure to include all the elements specified may be cause for rejection. You may provide additional information, but it should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the response should be bound or contained in loose leaf binders. Document pages shall be 8½ inches by 11 inches in size or folded to such a size.

Cover Letter shall include the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact name, email address, telephone number, and fax number

The County will use email to notify your firm of critical developments such as presentation schedules, notification of selection/non-selection, etc. Therefore, it is essential to identify at least one contact who has regular access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to redeliver any messages which fail due to no fault of the County.

4.2 Signature Requirements

The Cover Letter must be signed by an officer empowered by the Vendor to sign such material and thereby commit the Contractor to the obligations contained in the RFP response.

Responses submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, a Power-Of-Attorney evidencing authority to sign shall be attached, dated the same date as the response and executed by all partners of the firm.

- Responses which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Responses which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

4.3 Company Profile

Vendor must also submit a brief description of Vendor's firm, which must include:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
2. A brief description of firm, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
3. Vendor must furnish a resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the firm;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the project as proposed statements;
5. Vendor must provide a summary of the professional qualifications and experience of all team personnel who will be dedicated to the services described in this Request for Proposals. For each person identified, describe the following information:
 - a. Title and reporting responsibility;
 - b. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
 - c. Pertinent areas of expertise and past experience;
 - d. Base location (local facility, as applicable);
 - e. CVs and corporate personnel profiles which describe their overall experience and expertise.

4.4 Solution Description

Each Vendor must submit a comprehensive and detailed description of the process by which it will perform the services described in this Request for Proposals. Vendors are free to make recommendations of any additional features that they deem may be beneficial in meeting or exceeding the goals of the County.

All proposals must include anticipated costs and the anticipated timeline for completion. Each Vendor must provide an estimate of what resources or equipment the County will have to apply to successfully implement their proposed solution. This estimate must, at a minimum, identify the reason, type and applied manpower hours that the Vendor expects the County to provide.

4.5 Deployment Plan

Vendor must include a comprehensive and detailed deployment plan with tasks over a proposed period of time. Vendor must describe the project management methodology that will be used to execute their proposed deployment plan.

The County would like to have all aspects of this proposal in production as soon as possible. Each proposal shall, at a minimum, reference the anticipated timeline for this project. All costs should, at a minimum, reflect the ability to meet your proposed timeline. Vendors may, in addition, provide alternative timelines to be accompanied by an explanation of variance from the periods listed.

The Vendor must provide an estimate of what resources, if any, that the County will have to apply to successfully implement their proposed solution. This estimate must at a minimum identify the type and applied manpower hours that the Vendor expects the County to provide.

4.6 Resources

Each proposal must contain a description of the facilities, equipment, personnel, communication technologies and other resources that Vendor will make available to the County for purposes of the implementation and successful completion of the proposed project and related services.

Each Vendor must provide a summary of their professional qualifications and the experience of all team personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:

- a. Title and reporting responsibility;
- b. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
- c. Pertinent areas of expertise and past experience;
- d. Base location (local facility, as applicable);
- e. Curriculum vitae and corporate personnel profiles which describe their overall experience and expertise.

4.7 References

Vendor must provide a minimum of one (1) client reference, preferably from government contracts of similar scope and magnitude as described in this RFP, where their solution has been successfully implemented with INFOR™ Public Sector (or “Hansen 8”) Permitting Software and in use for not less than one (1) year.

At a minimum, the following information must be included for each client’s reference:

- a. Client name, address, contact person name, telephone, and fax number;
- b. Description of services provided similar to the services outlined in this RFP;
- c. Nature and extent of Vendor’s involvement as the prime contractor;
- d. Identify services, if any, subcontracted, and to what other company;
- e. Total dollar value of the contract;
- f. Contract term (start and expiration).

The County may solicit relevant information concerning Vendor’s record of past performance from previous clients, or any other available sources.

5 Vendor Proposal Guidelines

5.1 Intent

It is the intent of the County, through this RFP and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this RFP.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the County and the selected Vendor.

It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the County's internet site along with the RFP.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

5.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted by 4:00 p.m., local time, November 3, 2017, to:

County of Marin
Information Services & Technology Department
Attn: Angie Hisanaga
1600 Los Gamos Drive, Suite 370
San Rafael, CA 94903

The Vendor must submit One (1) signed and completed Original, Six (6) Copies, and One (1) Electronic Copy of the response and any supporting documentation on a thumb drive. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy." **Submittals via email or fax will not be accepted.**

All proposals must contain the following wording clearly marked on the outside of the envelope:

County Of Marin Enterprise Tracking (COMET) Project

Proposals received after 4:00 p.m. Pacific on Friday, November 3, 2017, will not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand-delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier.

5.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format in Section 4. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

5.4 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

5.5 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the County a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by including a signed Addendum Acknowledgement with the proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** with a subject line of "COMET Electronic Plan Review Software" to:

COMET-RFP@marincounty.org

Inquiries regarding the proposal will be accepted up to and including **October 13, 2017, at 4:00 p.m. local time**. Responses to questions will be posted on the County's website at www.marincounty.org/main/bids-and-proposals.

5.6 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the County.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated County representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

5.7 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The County is not obligated to accept any proposal if deemed not in the best interest of the County to do so. The County shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the County, shall be utilized in the final award. The final award of a contract is subject to approval by the Board of Supervisors.

5.8 Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

5.9 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the County.

5.10 Award of Contract

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an authorized agent of the County. Note that the authorized agent of the County must have Board approval to act. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of California.

5.11 Reserved Rights

The County reserves the right to take the following action(s) at any time, for its own convenience, and at its sole discretion:

- a) Negotiate with potential Vendors so that the County's best interests are served
- b) Reject any and all RFP's
- c) Cancel the RFP, 72 hours prior to award and issue a new RFP any time thereafter
- d) Extend any or all deadlines specified in the RFP, including deadlines for accepting responses
- e) Waive any minor informality, minor irregularity, immaterial defect or technicality in proposal received when deemed to be in the best interest of the County
- f) Disqualify any vendor because of any real or apparent conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County.
- g) Reject the RFP of any vendor that is in breach of or in default under any other Agreement with the County.
- h) Reject any RFP deemed by the County to be non-responsive, or submitted by a vendor deemed to be unreliable, unqualified, or not responsible
- i) Accept all or only a portion of the proposal as provided by proposers
- j) Request any additional information that might be deemed necessary during the evaluation process
- k) Refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the County

5.12 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this RFP.

5.13 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

5.14 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the County's intent to procure a software solution that meets that long-term criteria of the County. The County, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The County requires that Vendors agree for a period of three (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the County's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-W adjustment for the CPI Region or 3%, whichever is less.

5.15 Additional Charges

No additional charges shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training, and Vendor travel charges.

5.16 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The County reserves the right to purchase hardware separately.

5.17 Purchase Quantities

The County reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

5.18 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the County upon receipt, a part of a public record upon opening, and will not be returned.

5.19 Insurance Requirements

The County will require the finalist Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist. Please refer to Section 7.5 – Insurance Coverage.

6 Scope of Work

The County's minimum requirements for any contract arising from this solicitation, including the services to be delivered, and the tasks the County has identified as necessary to meet those requirements are set forth herein. Each proposal must also provide evidence of system uptime percentage, expected downtimes to accommodate maintenance schedules, as well as provide a method of system monitoring for optimal performance. To the extent that Vendor's proposed software does not meet any of the components described herein, Vendor must specifically identify the component in its proposal and describe any substitute component and/or feature that it proposes to satisfy the requirement.

6.1 Technical Requirements

1. The proposed Electronic Plan Review Software must support and be fully integratable with the departments' existing INFOR™ Public Sector Permitting Software.
2. Proposal to include the cost of a "Standard INFOR™ Integration Connector" or a custom web interface application to Consume INFOR™ Web Services which publish the INFOR™ Building Plans.
3. Proposal to include Software Licensing for a minimum of 15 full end users and annual maintenance fee.
4. Proposal to include Administrator Training, End User Training, and "Go-Live" Training and Implementation.
5. Software must have capability to archive information into Hyland OnBase version 17 after a user-defined period and retrieve the information for future reference. The County currently runs version 16 and will likely upgrade to version 17 in the near future.
6. Software must be capable of being fully integrated, with no redundant data or duplicate entry into INFOR™ Public Sector CDR Software. All information, changes, date/time changes, approvals, disapprovals, and revision requests made in Software must automatically integrate to INFOR™ Public Sector software.
7. Software should communicate with "Emergency Reporting". ER (<https://www.emergencyreporting.com/>) is what the Fire Service uses to track plan reviews and permits issued by the Fire Department.
8. Software must use SQL Server relational database for its data repository; SQL Server 2016 Standard Edition is preferred. Vendor certification must be provided for the version/release being used. Vendor must specify database access required.
9. Software/System must be real-time application, updating all files as transactions occur. All/Any batch operations must be clearly defined.
10. Software needs to support Single Sign On (SSO) for County staff via Microsoft Active Directory, Microsoft Azure Active Directory, and/or Microsoft Active Directory Federation Services (ADFS) depending on the type of deployment (cloud, on-premises, hybrid).
11. Software components of the system must run in a virtual environment. The County's current virtual environments are VMWare ESX 5.5 and Hyper-V 2012/2016. Proposal must define VM resource requirements (e.g., cores, RAM, disk, etc.).
12. Application must support internally sensitive, externally sensitive, and public data. Data replication requirements must be specified.
13. Must support data encryption in transit and at rest.
14. Application should be browser-independent and responsively designed.

15. Every user who connects to the database, through the application system, must have an auditable login.
16. Database tables, table indices, foreign keys, triggers, and table constraints must be preserved after installing any application, database, or system updates.
17. It is a requirement that no purchase of additional software be necessary for external customers to use the Software System.
18. Technical support for software application must be available **7 a.m. - 5 p.m. Pacific Time Monday through Friday**, with the exception of holidays recognized by the County. Proposal to include vendor's Service Level Agreement.

6.2 Plan Review Workflow

1. Software system must have an automated workflow that is project-oriented.
2. Workflow must be able to be configured by the County's application administrator.
3. Software must provide for automatic versioning of plans.
4. Software application must support simultaneous review of plans by multiple reviewers/users.
5. Software must support the use of third-party service providers as plan reviewers.
6. Software application must have the ability to manage dependencies where one review is dependent on the results of another review/approval.
7. Software must allow for reviewers/users to be assigned to a set of plans.
8. Software application must provide automated creation of a single consolidated correction list based on markup comments from multiple reviewers.
9. System should be capable of electronic stamping a single page, and/or all pages/plans within a set or a range of pages.
10. Allow for secure user defined and customizable, electronic approval stamping that cannot be copied. Electronic stamping should also have the ability to include logo, date/time, electronic signature of reviewer, and a message as part of the stamp.
11. Software application should support electronic signatures.
12. Software application should provide a searchable queue of plans assigned to individual reviewers.
13. Software must have the ability to outsource reviews and still track the plans in the Software system. Software must have the ability to automatically send email alerts to customers after reviews are complete, as well as, automated email alerts, where applicable to supervisors and reviewers after customer submits revisions with corrections.
14. Software must have the ability to allow supervisors to assign disciplines and reviewers to each project.
15. Software must have the ability to control workflow and permission levels of staff; and set customizable automated deadline warnings.
16. Software must have the ability to automate email notification of the set deadline warning sent to plan reviewers, and must be compatible with Office 365 Exchange Servers and Office 365 client applications.
17. Software must have the ability to display and simultaneously view multiple versions and sheets of the same document side by side, as well as, overlay and simultaneously view multiple versions and sheets of the same document.

18. Software must have the ability to store and view all versions of active plans, from initial plan review through final approved plans, as well as, track the amount of time a plan has been in various phases of the process.

6.3 Markup Tools

Software must have the ability to provide a variety of “markup” tools in the system, including but not limited to:

1. The ability to create and customize a centralized library of comments for use across the County and agency users and per reviewer, project or discipline. Software must have the ability to record and search for all comments in the library related to a specific reviewer, project or discipline.
2. Library comments must be able to be searched by category or subcategory.
3. Software must allow for linear and area measurements.
4. Software application provides hyperlink navigation to the location of the plan that is being referenced by comments.
5. Software must allow for a hyperlink to any applicable International codes, state or federal law, regulations, and the Marin County Code.
6. Software must have the ability to allow reviewers to set scales of measurements, accurately, allow for linear and area measurements, accurately scale plans, and calculate area of specific building feature and have system create grand total of square footage for all like features.
7. Software must have the ability to keep and store records of projects.
8. Markups and annotations must be separate layers from the original plans.
9. Software must have the ability to add, edit and customize tables/bookmarks, tag, group, extract, and tally features within a plan set.
10. When comparing versions of plans, software must have the ability to display the differences between versions that are highlighted.
11. Software must have the ability to create transparent overlay that can be marked up and applied to different portions of the plan set.
12. Software must have the ability to change opacity, overlay and align at different scales and orientations of plans submitted.
13. Software must have the ability to review three dimensional drawings and models.
14. Software must have the ability to define colors of layers per work group or individual.
15. Software must have the ability to edit and save revision letter in rich text format or Word format.

6.4 Reports

1. Software must have the ability to provide “ad-hoc” reporting capability, including but not limited to, the ability to create and receive automated activity reports and extract data to Excel spreadsheets.
2. Software must have the ability to have selectable newly created reports via the application.

6.5 Plan Submission/Customer Interface

1. Software must provide a customizable web interface for plan submissions and customers.
2. Software must allow customers to submit, resubmit plans, documents, maps and other document items electronically in multiple file formats, as well as provide real time progress of plan review. Software must allow the ability to restrict submission to specified file formats. Vendor must specify allowable file formats. Feature must allow for customers to be automatically advised of incomplete or rejected submittals and the action(s) necessary to correct issues.
3. Software must have the ability to create an online agreement where electronic signature is required before project is moved forward.
4. Software must provide feature where the original plan set is locked and cannot be changed after it is submitted so as to require all plan revisions to be done via submission of a new version.
5. Software must provide feature to accommodate walk-ins so that there is a mechanism for department staff to log plans into system on behalf of walk-ins/mail-ins.
6. Software must contain feature that allows for the control of what the customer can submit, view and change.

6.6 Application/System Administration

Software must provide the following features to allow for the system administration and monitoring:

1. Allow for the monitoring/tracking and auditing of actions taken by any user.
2. Application allows administrator to define access/permissions to users of the system.
3. Ability to control the types of file formats allowed.
4. Ability to specify the maximum file sizes that can be uploaded.

7 Contract Terms and Conditions

The contract will be fully negotiated after a vendor is selected by Marin County, California (“Client”). Responses to the contract terms outlined in this section may be considered in the selection process and such terms may be included in the final contract.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals in the checklist forms provided in this RFP. A lack of response to the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

7.1 Scope of Agreement

Client agrees to license the Software and receive the services detailed in a Statement of Work to be developed jointly by Client and Vendor. Vendor agrees to provide same, subject to the terms and conditions stated in this Agreement and the Statement of Work. Payment for such services shall be per the Statement of Work or Investment Schedule. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in the Statement of Work or Investment Schedule are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems per the Statement of Work, Formal Acceptance testing (see clause herein), and initial account balancing. The implementation of the Software and provision of services shall be per the Statement of Work. Client agrees to provide server and desktop hardware configured per a Detailed Hardware Recommendation based on Vendor’s recommended configuration.

7.2 Professional Services Warranty

- A. Vendor agrees that at all times it will assign a staff of appropriately qualified, trained, skilled, knowledgeable and experienced individuals for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner. Vendor agrees that personnel provided will have significant prior training and experience in public sector implementations and that such personnel shall be permitted by Vendor to devote sufficient time for efficient performance under this Agreement. Vendor shall not, without obtaining Client’s written consent at least thirty (30) days in advance replace or reassign any of Vendor’s assigned staff. If any of Vendor’s staff is reassigned, becomes, incapacitated, unable to perform services, or ceases to be employed by Vendor, Vendor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and Client shall have the right to review and approve each such replacement. In making any such replacement or reassignment of Vendor’s staff, Vendor shall ensure wherever reasonably possible that there is a period of overlap during with the person being

replaced transfers appropriate knowledge, and the Client shall not be charged for time spent by the replacement individual until appropriately oriented, trained, and knowledgeable for efficient performance under this Agreement.

- B. Vendor represents and agrees that the individual designated as Vendor's "Project Manager" is an appropriate qualified and experienced manager and shall have experience and training as Project Manager in at least four (4) prior implementations for governmental entities of similar nature, size, and complexity of, and having information system's requirements and needs similar to the Client.
- C. Vendor represents and agrees that prior to assigning an individual to perform services under this Agreement, Vendor shall have appropriately verified, at Vendor's sole cost and expense, the qualifications of such individual in accordance with Vendor's personnel policies, which shall include verifying relevant employment history, conducting reference checks, verifying technical training or education completed or degrees awarded, verifying immigration status, conducting a security background check that includes investigation of all state or federal felony convictions of such individual and any criminal charges pending against such individual, at any time during the preceding five (5) years. For each person selected by Vendor to perform under this Agreement, Vendor shall provide Client with a written statement certifying that Vendor has performed, and the subject individual has passed, such verification procedures as set forth in this Section.
- D. If the Client reasonably believes that the performance or conduct of any of Vendor's personnel does not comply with the requirements of this Agreement, the Client shall so notify Vendor and Vendor shall promptly (within no more than two (2) business days) and appropriately address the performance or conduct of such person, or at the County's request, immediately remove and promptly replace such person with another person acceptable to the County who meets all of the applicable requirements described in Section 1.2. Vendor shall use commercially reasonable efforts to provide or engage such a replacement in the performance of the Services hereunder within no more than five (5) business days after receipt of such a request from the County.
- E. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.
- F. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.

- G. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- H. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- I. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.
- J. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.
- K. To the extent that professional services are provided, Vendor agrees to Marin's Professional Services Contract, included as Exhibit A.

7.3 Indemnification

- A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of Client.
- B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within fourteen (14) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce

the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

- C. Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

7.4 Pricing

All prices for Vendor's services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the service specified in this Agreement and any related addenda. In no event will the cost to County for the services to be provided herein exceed the maximum sum indicated in an Investment Schedule including direct non-salary expenses.

7.5 Insurance Coverage

Vendor shall maintain a commercial general liability insurance policy in the amount of no less than one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Vendor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin, its officers, agents and employees** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate with endorsement shall provide for thirty (30) days advance notice to County of any cancellation in coverage.

Nothing herein shall be construed as a limitation of Vendor's liability and County agrees to timely notify Vendor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Vendor 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.

7.6 Applicable and Governing Law Clause

The Agreement shall be subject to the laws of the State of California. All duties of either party shall be legally performable in the State of California. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the

State of California, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction in Marin County, California.

The Vendor shall also comply with any and all 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 Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager. 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 and local laws as may apply to services, programs or activities for the benefit of the public.

7.7 Public Records Act

Vendor acknowledges that Client is subject by law to responding to all California Public Records Act (CPRA) and/or Freedom of Information Act (FOIA) requests. Vendor shall comply with the CPRA/FOIA in all respects and shall not restrict or otherwise inhibit Client from complying.

7.8 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to Public Records requests.

7.9 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

7.10 Timely Performance

Force Majeure

Force majeure includes 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.

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by *force majeure*.

Force majeure shall not be allowed unless:

- A. Within three (3) calendar days of the occurrence of *force majeure*, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the *force majeure* events.

- B. Within seven (7) calendar days after the cessation of the *force majeure* event, the party whose performance was delayed shall provide the other party written notice of the time at which *force majeure* ceased and a complete explanation of all pertinent events pertaining to the entire *force majeure* situation.

120 Day Maximum

Under no circumstances shall delays caused by a *force majeure* extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of *force majeure*, shall constitute default by the party failing to meet the requirement.

Right of Cancellation

Either party shall have the right to cancel the Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

7.11 Incorporation by Reference

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor's response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

7.12 Risk During Equipment/Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. Minor variances from this implementation schedule may be permitted subject to mutual agreement by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of responsibility for all risk of loss or damage to the equipment / software. In addition, Vendor shall hold the Client and its officers, employees, and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

7.13 Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested product(s), or
- B. Provide substitute products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

7.14 Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain prior written approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

7.15 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client that has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event such order results in depriving the Client of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

7.16 Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the Client and the Vendor.

7.17 Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Vendor to Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the Agreement.

7.18 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software or Equipment, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.
- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Vendor, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that Client is relying on Vendor's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

- F. Vendor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

7.19 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and Client are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

7.20 Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for ongoing Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Annual Support are kept current.

7.21 Final Acceptance of the System

The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

However, in the event that the Client identifies a defect with the system after Final Acceptance, the Vendor will correct the defect per the Warranty.

7.22 Project Schedule and Acceptance

Vendor will develop a detailed Project Schedule that details both Vendor and Client’s responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the Effective Date. In the event Vendor is unable to provide the Project Schedule within thirty (30) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

7.23 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked “Draft”) of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within thirty (30) Business Days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of thirty (30) Business Days after delivery of the final version (stamped, noted or otherwise clearly marked “Final Draft” of the written deliverable (the “Acceptance Period”). Client agrees to notify

Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Client delivers to Vendor a notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. "Specification" means the Project Scope and Requirements found at Exhibit A and any other written specifications delivered to the Client by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be five (5) Business Days unless an alternate time is mutually agreed upon between Vendor and Client. The Acceptance Test Period for each Software Deliverable will start within five (5) Business Days, unless an alternate start date is mutually agreed upon by Vendor and Client, after the Software Deliverable is installed at Client's designated site and Vendor has successfully completed Vendor's installation test and notified Client that the Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment, as described in Exhibit D, and according to the Project Scope and Requirements.
2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.
3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). Client

will have ten (10) Business Days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this Part II – Section 3 will be repeated for the remaining Defects on the Punch List.

4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. “User Acceptance Testing” shall mean testing of each Phase using the process defined under Part II - Section 3.B above; provided, however, the Acceptance Test Period will be thirty (30) calendar days unless otherwise mutually agreed.
- D. “Conditional Acceptance” will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.
- E. “Final Acceptance” involves use of the Solution in totality in production operations for a period of sixty (60) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a “Final Acceptance” of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

7.24 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

7.25 Annual Maintenance and Support Fees

Support fees shall not be increased by an annual average percentage greater than the annual CPI-W for the San Francisco-Oakland Bay MSA region or 3%, whichever is less, for as long as

annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

The Client may cancel maintenance upon 90 day notification to the Vendor.

Maintenance may be reinstated by the Client at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The Client shall not be forced to move to new license models to pay upgrade fees.

The Vendor shall give the Client at least 12 months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The Client may remove unused licensed software without a corresponding reduction in maintenance/support.

7.26 Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the Client for his review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project. The final invoice must be submitted within 30 days of completion of the stated scope of services.

7.27 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Client's control.

7.28 Source Code

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Client at no additional cost to Client). The Source Code shall be kept current with the releases / version of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the vendor goes out of business or no longer supports the software being licensed. The same applies if the Vendor is merged or acquired and the software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

7.29 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the Client. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

7.30 Video Taping

Client reserves the right to video and/or audiotape any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such tapes shall be strictly for Client staff training purposes.

7.31 Major Releases/Upgrades

Client shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in Attachments X and X.

7.32 Solution Longevity

The Vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor's company or products will not affect the Client's implementation or support.

7.33 Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture)("Successor Products") with substantially similar

functionality to the Vendor software products licensed by Client (“Licensed Products”) within ten (10) years of contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, Client shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

7.34 Year 2000

The vendor warrants that all software for which the vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience software abnormality and/or generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the Client.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

7.35 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

7.36 Changes in Agreement

The Contract may be changed only upon the written agreement of the Client and the Vendor.

7.37 Intellectual Property

Software ownership: All information, data, programs, publications, and media created specifically for and paid for by the Client or as a result of the Work identified in this Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

7.38 Funding Out

This Contract shall terminate at such time, if any, that the Marin County Board of Supervisors fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

7.39 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the Client's primary location or for testing at the disaster recovery site.

7.40 Right to Outsource

Software licensed to the Client may be used by a third-party vendor hired by the Client.

7.41 Functionality Replacement

The Client maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

7.42 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the Agreement may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Agreement with the selected Vendor.

7.43 Equal Opportunity Employment/Nondiscrimination Policy

All vendors shall, as a condition of providing goods and services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, ancestry, national or ethnic origin, age, sex, sexual orientation, gender identity and expression, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation, veteran status, or any other characteristic protected by law. Vendor and/or any subcontractor understands and agrees that Vendor 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, Clients Personnel Management Regulations.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the Client shall be regarded as a material breach of any contract between the Client and the Vendor, and the Client may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a Vendor providing goods and services by contract to the Client, or any employee of a subcontractor of a Vendor providing goods and services to the Client by contract, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

7.44 508 Compliance

Vendor agrees that it has had the opportunity to review the requirements under Section 508 of the Rehabilitation Act of 1973, and that its software materially complies with such requirements set forth under Section 508.

The County of Marin is seeking to comply with the Federal guidelines for Section 508 of the Rehabilitation Act of 1973. Section 508 requirements capabilities will be a factor in the final software selection.

Section 508 requires that when Federal Agencies develop, procure, maintain, or use electronic and information technology (EIT), Federal employees with disabilities have access to and use of information and data that is comparable to access and use by Federal employees who are not individuals with disabilities, unless undue burden would be imposed. In addition to Federal statutes, California law provides protection from discrimination by any program or activity that receives financial assistance from the State.

Software solutions presented to the County of Marin must include detailed explanation of the efforts taken by the software vendor to comply with Section 508 requirements. Responders considered for final evaluations will be required to submit a completed VPAT/GPAT. A VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.

The VPAT was designed to provide information on how a product or service conforms to the Section 508 Accessibility Standards (from the U.S. Access Board) for Electronic and Information Technology (EIT) in a consistent fashion and format.

7.45 No Solicitation of Employees

During the period of time in which Vendor is providing the services under this Agreement and for a period of two (2) years after the effective date of this Agreement, Vendor will not directly or indirectly solicit, induce or attempt to induce any employee of Client to terminate his or her employment with Client.

7.46 Furnished Services

The Client agrees to:

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

7.47 Licensing and Permits

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

7.48 Books of Record and Audit Provision

Vendor shall maintain on a current basis complete books and records relating to this Agreement. 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 Agreement. In addition, Vendor 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 Agreement. Vendor will permit Client to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Vendor who participated in this Agreement in any way. Any audit may be conducted on Vendor's premises or, at Client's option; Vendor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Client. Vendor shall refund any monies erroneously charged.

7.49 Marin County's Professional Services Contract

CAO Contract Log # _____

COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT 2015 - Edition 1

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

RECITALS:

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

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

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

1. **SCOPE OF SERVICES:**

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

2. **FURNISHED SERVICES:**

The County agrees to:

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

3. **FEES AND PAYMENT SCHEDULE:**

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

4. **MAXIMUM COST TO COUNTY:**

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

5. **TIME OF CONTRACT:**

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

6. **INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. **ANTI DISCRIMINATION AND ANTI HARASSMENT:**

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

8. **SUBCONTRACTING:**

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

9. **ASSIGNMENT:**

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

10. **LICENSING AND PERMITS:**

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit D - Debarment Certification

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

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

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

21. **NOTICES:**

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

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

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. **ACKNOWLEDGEMENT OF EXHIBITS**

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.	<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: _____

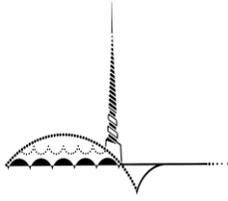
EXHIBIT "A"
SCOPE OF SERVICES (required)

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 _____.

8 Local Business Preference Certification Form



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: _____

Any business which falsely claims a preference pursuant to Chapter, 3.10, shall be ineligible to Proposal on county purchases or Contracts for a period of one year from the date of discovery of the false certifications.

The Local Business Preference Certification form must be completed and returned with your Proposal/proposal response if you are claiming the 5% local business preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Local Business Preference Certification Form

Page 2

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

Firm Name

Business Address City, State, Zip Code

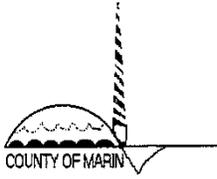
Signature of Authorized Representative Title of Authorized Representative

Date Telephone Number

Fax Number E-Mail

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

9 Marin Workforce Bidders Preference Certification Form



Chapter 2.50 of the Marin County Code, Living Wage Ordinances, allows a 5% bidding preference to businesses who certify that at least 50% of the workforce under the **service** contract will be Marin County residents.

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. Employee also includes a county employee, except county full or part-time employees who are in the student aide or seasonal job classifications. IHSS providers are subject to 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.

Marin Workforce Bidders Preference Certification Form

Page 2

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

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Title of Authorized Representative

Date

Telephone Number

Fax Number

E-Mail

Note: In no case shall the total of all preferences for which a bid/proposal is eligible exceed fifteen percent (15%).

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

10 Electronic Plan Review Software Documents to Return

RFP No. COMET-2017-1003

PROPOSAL DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ONE (1) SIGNED, COMPLETED, ORIGINAL, SIX (6) COPIES, AND ONE(1) ELECTRONIC COPY ON A THUMB DRIVE OF THE PROPOSAL.

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

1. Cover Letter
2. Company Profile
3. Solution Description
4. Deployment Plan
5. Resources
6. References
7. Responses to Scope of Work requirements (Section 6)
8. Pricing
9. Responses to Contract Terms and Conditions (Section 7)
10. Local Business Preference Certification, if applicable (Section 8)
11. Marin Workforce Bidders Preference Certification, if applicable (Section 9)

**** INCLUDE ANY ADDENDA ACKNOWLEDGMENT THAT MAY APPLY****