

REQUEST FOR PROPOSALS

Electronic Signatures

RFP No. IST-2017-1023

Issued October 23, 2017

Proposals Due:

**November 20, 2017
At or Before 4:00 p.m.**

Contact:

**Angie Hisanaga
Marin County Information Services & Technology
1600 Los Gatos Drive, Suite 370
San Rafael, CA 94903**

eSignature@marincounty.org

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1.0 INTRODUCTION

The County of Marin invites responses from qualified providers of Electronic Signature software that is suitable for the business of public sector organizations. This system shall be appropriate for business processes both internal and external to County operations and is intended for use Countywide.

The County has a variety of documents that require a signature. Today, these signatures are recorded on paper which is scanned or filed, and many of these processes date back several decades. Collecting signatures electronically will provide performance improvements to the current workflow of the County's business processes. The County is seeking an alternative to the traditional process of collecting a physical signature, which can be labor-intensive and time-consuming.

The scope of work that will be awarded from this RFP is an Electronic Signature Proof of Concept for a scenario that impacts every department in the County: Professional Services Contracts under \$50,000 currently require a wet signature from the vendor and from the County. Transitioning from a physical signature to an electronic signature will have an impact on both parties' ease of doing business. The standard form is included as Appendix A.

As the County works to fulfill its vision related to Electronic Signatures, please note the possibility that this award could lead to a larger engagement that is beyond the initial Proof of Concept. With the Proof of Concept project, the County shall demonstrate the ability to apply Electronic Signature software within Marin County for a process involving both internal and external operations. Ultimately, the County is looking for a Countywide Electronic Signature software solution to satisfy this and other business needs.

2.0 BACKGROUND

The County of Marin is seeking to transform its workflow processes so that it can provide more efficient service delivery to its personnel, citizens, partner agencies, and vendors by offering better services at a lower cost and with fewer resources. The Electronic Signature Solution will help automate some of the County's workflow processes.

This initiative aligns with the *County of Marin 5 Year Business Plan* and with the *County of Marin Information Services & Technology Strategic Plan*. This project will automate signature collection, reduce paper, and increase efficiency in the business processes that convert to the use of electronic signatures.

In 1995, the California State Legislature passed a statute authorizing public entities to accept "digital signatures" if and only if they comply with stringent verification procedures established by the Secretary of State, California Government Code Section 16.5. Therefore, the proposed Electronic Signature Solution technology must be acceptable for use by the State of California and must be provided by Proposers whose products use a certificate from a certificate authority that is currently classified by the State of California as an Approved Digital Signature Certification Authority.

The State of California further defines the type of electronic/digital signature that will be valid for use by a California public entity. The California State Government Code section 16.5 states that "...a digital signature shall have the same force and effect as a manual signature if and only if the digital signature is:

- Unique to the person using it;
- Capable of verification;
- Under the sole control of the person using it;
- Linked to data in such a manner that if the data were changed, the digital signature is invalidated; and
- Conforms to regulations adopted by the Secretary of State.

County of Marin Goals:

- To attain one Countywide Electronic Signature Solution capable of serving all County departments for the scope of the Proof of Concept and beyond;
- To standardize the use of Electronic Signature among County departments;
- To determine County workflow processes that will benefit from Electronic Signature;
- To confirm that County will have access at all times to current and legacy Electronic Signature data by using the licensed software and that this access will not be affected by updates or upgrades of the Electronic Signature Solution system; and
- To confirm that the selected workflow processes will benefit from a reduction in time and cost associated with transmitting and approving physical documents and forms.

3.0 NOTICE

3.1 Notice is hereby given that sealed proposals will be received at IST, until 4:00 p.m. local time, November 20, 2017 for software and associated professional services incidental to Electronic Signature Software.

3.2 Proposals shall be delivered and addressed to

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

Proposals shall be labeled "Electronic Signature Software" and shall be delivered by 4:00 p.m. local time, November 20, 2017. Any Proposer who wishes a proposal to be considered is responsible for making certain that the proposal is received by Information Services & Technology (IST) by the proper time. No e-mail, oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submittal Deadline will be returned unopened.

3.3 It is the responsibility of the Proposer to see that any Proposal submitted shall have sufficient time to be received by IST before the Submittal Deadline. Late proposals will be returned to the Proposer unopened.

3.4 The receiving time in IST will be the governing time for acceptability of proposals. Proposals will not be accepted by e-mail, telephone or facsimile machine. Proposals must bear original signatures and figures.

3.5 Specifications. Specifications and/or additional copies of the RFP may be examined and obtained at no charge at IST. All questions concerning the RFP should be directed, in writing, to eSignature@marincounty.org.

3.6 Definitions. For this solicitation, it is understood that the terms vendor, contractor, proposer, and bidder are all used to define the vendor who will be submitting a proposal for consideration. The terms proposal, bid, or quote may be interchangeably to define the final document submitted by a vendor for consideration.

End of Notice

4.0 SPECIFICATIONS

Project Overview

The County requires an Electronic Signature Solution that will enable internal and external users to electronically sign and approve different types of documents and forms from multiple locations, including on-site and off-site.

Countywide implementation of the Proof of Concept will be based on a staggered rollout plan among County departments. The Electronic Signature Solution will be implemented and tested one department at a time for the Proof of Concept, until its eventual deployment Countywide.

a. Electronic Signature Solution Feature Requirements

Proposer must make the following feature options available to County departments:

Solution must be a California State approved system

- One system that can be utilized by all County departments
 - Must be able to support multiple departments/groups
 - Must be able to support multiple permissions to prevent other departments/groups from access
 - Must offer role-based administration
- Onsite Storage Option
 - Must offer the ability to interface with and store executed documents on-site via Hyland OnBase
- Cloud Storage Option
 - Customer data must be segmented/isolated within Proposer's cloud environment
 - Any cloud storage must remain within the continental US;
 - Data center must be a minimum of tier 3 with 99.98% uptime and have a high availability disaster recovery;
 - Provide continued access to current and legacy Electronic Signature Solution data regardless of updates or upgrades to the Electronic Signature Solution; and
 - All data is encrypted in transit and at rest.
- Workflow capable
 - Out-of-the-box workflow capability to route multiple documents and forms to multiple people to either obtain a signature or to review the document.
- User Authentication Options
 - Supports Active Directory-based authentication for County staff.
 - Offer multiple options to authenticate the person signing the document. Options should include such features as a PIN code, digital certificate, and third-party authentication like OATH and SAML.
- Process Authentication
 - Detail auditing and tracking of the workflow process as the documents progress to each step.
- Document Authentication
 - Altering or tampering with an electronically signed document should invalidate the authenticity of the document and the signatures. When viewing an altered document, it should be clearly marked as being invalidated.
- Ease of Use
 - With a wide range of technical and non-technical users, the interface should be easy to understand and intuitive to use. Uploading documents and managing the workflow should be simple to learn and to use.

- Compatible with and not limited to PDF, DOCX and XLSX formats
 - The three most common document formats used for Electronic Signature are: Adobe PDF, Microsoft Word, and Microsoft Excel. These three formats must be available options for Electronic Signature.
- Sign using Mobile Devices
 - Allow documents to be signed on mobile devices such as a tablet or mobile phone. Support for Android, IOS, and Windows will be needed.
- Integration with current County applications.
 - Current County applications (including Hyland OnBase, Tyler Munis, Adobe Experience Manager Forms, and Office 365)
 - Integration capability with County in-house developed software and other 3rd party applications.
 - Integration with the online and on-premise Hyland OnBase document management system. The County currently runs OnBase 14 and may upgrade to OnBase 17.
 - Ability to electronically sign a document and initiate the signing process from Outlook.
- API integration
 - Option to create additional functionality by writing custom applications that can interface with vendor's data repository and document repository.
- Document repository and access to current and legacy Electronic Signature information with unrestricted County access.
- Compliance with Section 508 of the Rehabilitation Act of 1973, which requires that Federal agencies' electronic and information technology be accessible to people with disabilities. Include company VPAT/GPAT if applicable.

b. Technical Requirements

The Electronic Signature solution must meet the following technical and infrastructure requirements:

1. All data and documents must reside in the continental US;
2. The Electronic Signature solution must be compatible with County Software;
3. Any onsite 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.);
4. The vendor's solution must include an API or web services to integrate with the County's existing applications;
5. Ongoing product usage maintenance, such as adding new users, removing user rights, and adding new machines, must be controlled by the County;
6. The solution must provide for future upgrades, including technical support;
7. 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);
8. Proposer must provide initial product installation services and staff training;
9. Proposer must provide initial product documentation, including "help" information;
10. The product must create audit trails that remain with the document regardless of storage location, including movement from one location to another; and
11. The product must give the County access to current and legacy data.

c. Product Implementation

Proposer must provide information relevant to the implementation of a Countywide Proof of Concept Electronic Signature Solution that will be based on a staggered rollout plan. The content must include, but is not limited to, the following:

1. Implementation Plan. Proposed plan for implementing the Proof of Concept Electronic Signature Solution for Professional Services Contracts < \$50,000 for all County departments. It must include and not be limited to:
 - a. Feature selection;
 - b. The required tasks to implement the software;
 - c. Resource recommendations and roles for County and Proposer personnel;
 - d. Technical requirements for test, training, and production environments, including equipment, as appropriate; and
 - e. Training.
2. Cost Proposal. Proposer's cost proposal should include all costs for the Proof of Concept Electronic Signature Solution and optional features. The cost proposal must include the following:
 - a. Consulting Costs;
 - b. Hardware and Software costs;
 - c. Cost breakdowns for internal and external users by seat and by transaction
 - d. Ongoing costs, including annual maintenance and support costs;
 - e. Cost of future upgrades, including technical support; and
 - f. License costs for increased volume of users, if applicable.
3. Quality of Services
 - a. Proposer will provide a product that meets the requirements set forth herein;
 - b. Proposer will correct and repair, at no additional charge to the County, any bug brought to its attention by the County according to this section. "Bug" means any deficiency in the product that prevents it from performing according to the specifications set forth in a contract with the Proposer;
 - c. Proposer will provide ongoing consultation for support of the software; and
 - d. The ultimate decision as to the acceptability or unacceptability of the software product shall be determined solely by the County and shall be the County's protocol for determining acceptability of the product produced by Proposer.
4. Plan for Additional Scope
 - a. As this award could lead to a larger engagement beyond the initial Proof of Concept, Proposer shall describe what rolling out their software at an enterprise level would look like.

End of Specifications

5.0 INSTRUCTIONS TO PROPOSERS

5.1 Request for Proposal (RFP) Anticipated Schedule

Milestone	Timeframe
RFP issuance	October 23, 2017
Deadline for clarification questions	October 30, 2017
County distributes responses for Vendor clarification questions	November 6, 2017
Vendor responses due	November 20, 2017
Notification of demonstration dates	December 4, 2017
Onsite presentations and demonstrations	Week of December 11, 2017
Notification of finalist vendor and start of negotiations	January 2018

5.2 RFP Submittals

Minimum Qualifications

Proposers must meet the following minimum qualifications to be evaluated in the staged evaluation process. Any proposal that does not demonstrate that the Proposer meets these minimum qualifications, listed in this Section 5.2, by the proposal deadline, will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract for the Countywide Proof of Concept Electronic Signature Solution.

1. The County is accepting responses to this RFP only from Proposers whose products use a certificate from a certificate authority that is currently classified by the State of California as an **Approved Digital Signature Certification Authority** at the time of the proposal due dates; and
2. Three (3) client references of California public sector agencies, preferably counties, including contact information, that have used the Proposer's product in production of same size and scope, for at least six (6) months, and that can attest to Proposer's ability to complete work as stated.

RFP Requirements

Prior to awarding a contract, the County may make such investigations as it deems necessary to determine the qualifications of the successful firm. The County reserves the right to reject any proposal in which the information submitted fails to satisfy the County and/or the Proposer is unable to provide the information and documentation within the period of time requested. The County's evaluation will include, but will not be limited to:

1. An overview that reflects the Proposer's understanding of the business, operational, technical and product evaluation period requirements described in this RFP;
2. The information requested in the Product Implementation section of this RFP;
3. A detailed explanation of how the Proposer's product will meet the Project objectives and requirements set forth herein;
4. Information that highlights Proposer's expertise and experience to provide the required services, and how Proposer will structure, develop and manage the project. Proposer must highlight any experience that it has working with government record and data;
5. Proposed total, not-to-exceed cost, including all travel and related expenses;
6. A statement identifying any conflicts of interest as it relates to this project;
7. Proposer must be fiscally sound and in good standing with the County; and
8. All other information required by this RFP.

5.3 Submission of Proposals

Proposers shall submit one (1) original and five (5) hard copies and one (1) electronic version of the proposal. The hard copies must be individually bound with the pages numbered accordingly. Proposals that are partial or incomplete may disqualify proposals from further consideration. Proposals that are submitted by fax or e-mail/electronic communication will not be accepted. Late submissions will not be considered.

5.4 Format

Proposers must submit proposals that are bound, printed on recycled paper, and double-sided to the maximum extent practical. Proposers may use tabs or other separators within the document. Please include a Table of Contents.

5.5 Proposal Content

The proposal shall be clear and concise, responsive to all RFP requirements, and presented in the form of a written report separated by tabs into the following subheadings:

- A. Cover Letter
- B. Executive Summary
- C. Work Approach
- D. Feature Descriptions
- E. Proposer's Qualifications and Team Organization
- F. References
- G. Cost Proposal

Proposals must include the following information:

A. Cover Letter

The Proposer must submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include the following:

- 1) contact for all communications pertaining to the Proposer's proposal (include telephone number, fax number, e-mail address, and mailing address);
 - Most of the communication regarding this procurement will be conducted by e-mail. Proposers agree to provide the County with a valid e-mail address to receive this correspondence.
- 2) statement of the Proposer's overall ability and qualifications to conduct the work;
- 3) statement that the Proposer agrees to comply fully with the terms and conditions of the Agreement, attached hereto as Appendix A; and
- 4) a statement that the Proposer agrees to fully comply with all applicable State, Federal, and local laws.

B. Executive Summary

The Proposer must provide an executive summary that

- 1) Includes a brief overview of the proposal's principal elements;
- 2) Demonstrates an understanding of the County's project objectives; and
- 3) Describes the Proposer's approach for carrying out the scope of services.

C. Work Approach

The Proposer must describe the overall product implementation approach that its firm proposes to successfully carry out this project, including, but not limited to:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities related to meet product implementation deadline dates;

- Processes/measures for controlling cost, schedule and tracking delivery/performance;
- Approach to meeting the objectives of each task and the project;
- Approach to ensure that Proposer's performance and deliverables are of high technical quality and expertise;
- Discuss how the Product implementation can be expedited, if needed; and
- Special expertise to be provided for the various services requested.

D. Feature Descriptions

The Proposer must confirm, expand and/or detail how its product meets the feature specifications outlined in this RFP (see Section 4.0), and provide detailed descriptions of how the Proposer proposes to execute. The Proposer shall not in any way lessen or eliminate any of the work elements outlined in this RFP. The detailed task descriptions provided by the selected Proposer may constitute the scope of services section of the Agreement. The feature descriptions to be provided as part of the proposal should therefore be detailed enough to clearly identify the work to be performed under each task.

The Proposer may suggest additional features to facilitate a quality product. A description of the additional features shall be included in the Feature Descriptions section of the proposal.

The description provided for each feature shall include as appropriate:

- Feature-specific approach and associated work elements;
- Dependencies on/among other features; and
- Output/deliverables from the task.

E. Proposer's Qualification and Team Organization

The Proposer must clearly demonstrate that it meets all the qualification requirements outlined in this RFP. The Proposer must provide sufficient information in the proposal for the Selection Panel to evaluate its ability to successfully complete the tasks outlined in the scope of services. The Proof of Concept shall demonstrate the ability to apply an Electronic Signature program within a public sector organization for both internal and external operations. This project shall allow, if expanded beyond the Proof of Concept scope, the ability to further reduce the need for "wet signatures" and the automation of some of the County's workflow processes.

It is critical that the Proposer clearly outlines how it will be organized and must demonstrate a strong commitment to this project.

The Proposer must include a description of three (3) projects of same size and scope that have utilized the Proposer's product, for at least six (6) months. These clients must be able to attest to the Proposer's ability to complete the work as stated. The description shall include the following:

- Project scope summary;
- Proposer's role and responsibilities in the project;
- Client name, reference and telephone numbers;
- Dates when the work on the project was performed;
- Project costs

F. References

References will be considered as part of the evaluation of written proposals.

The Proposer must include the name, title, company, address, telephone number, fax number and e-mail address. All contact information must be current as of proposal submittal date. To

qualify, the Proposer must identify three (3) references requested in Section 5.2 Minimum Qualification above.

The County may, at its discretion, contact individuals, entities or firms provided in all or some of the references and will apply the same reference checking criteria to all Proposers.

G. Cost Proposal

The Proposer's cost proposal should include all potential costs for a Countywide Proof of Concept Electronic Signature solution (including available options) for each County department.

The evaluation of all proposals shall be based upon driving the "best value" for the County. Best value means achieving an appropriate balance between price and other factors that are key to a procurement. A procurement that obtains a low price, but does not include the other necessary qualities and features of the desired products or services, does not meet the best value criterion.

Any proposal that does not demonstrate that the Proposer meets these requirements by the deadline or submittal of proposals will be considered non-responsive and will not be eligible for award of the contract. The Proof of Concept shall also include projected costs for the products and services supplied should this initial effort be expanded beyond the Proof of Concept scope.

5.6 Award of Proposal

Award will be made to the Proposer offering the most advantageous proposal after consideration of all criteria referenced herein. The County of Marin shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County of Marin after all factors have been evaluated. An award of the Proof of Concept project does not guarantee that the County will expand this concept beyond the Proof of Concept scope.

5.7 Proposal Validity

All consultant proposals constitute an offer to contract, which will remain open for a period of at least ninety (90) days from the date of receipt by the County.

All proposals, materials and documentation submitted shall be retained by and become the property of the County. The Proposer is responsible for all costs of responding to this RFP.

If the Proposer fails or refuses to produce the work, or any separable part thereof, as to ensure that the items specified will not be completed and/or delivered within the time specified in the contract, the County may, by written 30-day notice, terminate its right to proceed with the work or such part of the work as to which there has been a delay. The Proposer shall be liable to the County for any damages to the County resulting from the Proposer's failure or refusal to complete/deliver the items within the specified time.

The County of Marin may cancel this solicitation at any time.

5.8 Questions

All communications shall be written. Questions shall be sent via e-mail to:

eSignature@marincounty.org

End of Instructions

6.0 EVALUATION CRITERIA

This section describes the guidelines used for analyzing and evaluating the proposals. It is the County's intent to select a Proposer for contract negotiations that will provide the best overall service package to the County, inclusive of fee considerations. The Proposer selected for contract negotiations is not guaranteed a contract. This RFP does not in any way limit the County's right to solicit proposals for similar or identical services if, in the County's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

Initial Screening

County staff will review each proposal for initial determinations on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the initial screening include, without limitation, the following: proposal completeness, compliance with format requirements, verifiable references and compliance with minimum qualification requirements.

As a point of clarification, Proposals are not scored during the initial screening process. Initial screening is simply a "pass/fail" determination of if a Proposal meets the threshold requirements described above. A proposal that fails to meet these requirements will not be eligible for consideration in the Evaluation Process described below. The County reserves the right to request clarification from a Proposer prior to rejecting a proposal for failure to meet the Initial Screening requirements. Clarifications are "limited exchanges" between the County and a Proposer to clarify certain aspects of the proposal and do not give a Proposer the opportunity to revise or modify its proposal. Proposals that meet the Initial Screening requirements shall proceed to the Evaluation Process.

Evaluation Process

The evaluation process will consist of three (3) phases. The results of Phases 1 and 2 will determine which Finalist Proposer(s) advance to Phase 3. The Finalist Proposer with the highest combined score will advance to contract negotiations.

Phase 1 – Written Proposal Evaluation (500 points);

Phase 2 – Cost Proposal (200 points); and

Phase 3 – Onsite Presentations & Demonstrations (300 points).

End of Evaluation Criteria

7.0 GENERAL CONDITIONS

7.1 General Conditions - Overview

The issuance of this RFP constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether any aspect of the response satisfactorily meets the criteria established in the RFP. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality. The County may conduct interviews with any respondent it deems necessary.

The County of Marin reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the County's sole judgment, best meets the requirements of the project.

The County of Marin Requirement for Contractors' is contained within to this RFP. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement.

7.2 General Conditions - Requirements

This procurement will be conducted in accordance with the County's procurement policy and procedures.

7.2.1 Acceptance of Conditions Governing the Procurement

Signature on offer page indicates acceptance of all requirements, terms and conditions stated within this solicitation.

7.2.2 Incurring Cost

Proposer agrees to incur all costs associated with the submission of the RFP, or in making necessary studies or designs for the preparation thereof. Further, no reimbursable cost may be incurred in anticipation of an award.

7.2.3 Guarantee of Proposal

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer, if one is submitted.

7.2.4 Addenda

Any changes, additions, deletions, or clarifications to this proposal package, including the general/special provisions and specifications, shall be made by written addendum to the RFP. Any such addendum shall be issued by the Marin Information Services & Technology Department and will be made available to all prospective bidders in possession of the bid package.

7.2.5 Assignment of Rights or Obligations

The vendor shall have no right, authority or power to sell or assign the resulting contract or any interest herein, or any right, power, or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the County of Marin. Neither the

contract nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the County of Marin.

7.2.6 Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

7.2.7 Authority of the County of Marin

Subject to the power and authority of the County of Marin as provided by law in this contract, the County of Marin shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The County of Marin shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

7.2.8 Cancellation of the Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty- (30) day's written notice to the supplier/contractor. **With cause**, the County of Marin may cancel this contract at any time with 10 days' written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

7.2.9 Changes in Work

The County of Marin may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the County of Marin may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the County of Marin. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the prices quoted in the contractor's proposal.

7.2.10 Compliance With or Deviation From Specifications

Proposer hereby agrees that the material, equipment and/or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

7.2.11 Contract Incorporation

This contract embodies the entire contract between the County of Marin and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all

addenda, all of Proposer's successful submittals, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

7.2.12 Force Majeure

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

7.2.13 Laws Governing Contract

The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County of Marin Environmental Health Department. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the County of Marin, in State of California. The parties further stipulate that the County of Marin, in the State of California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

7.2.14 Local Business Preference

In accordance with County of Marin ordinance #89-2993, whenever the County of Marin acquires services or supplies by purchase or contract, the County in evaluating the price or bid, shall award a five (5.0) percent preference on the price submitted by a local County business, attached as Appendix B.

7.2.15 Workforce Preference

Chapter 2.50 of the Marin County Code, Living Wage Ordinance, 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 at the time of this solicitation.

If the bidder qualifies, the Marin Workforce Bidders Preference Certification form, attached as Appendix C, must be completed and returned with the submitted bid. Return form only if applicable.

7.2.16 Non-Appropriation of Funds

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

7.2.17 Nuclear Free Zone

Pursuant to Chapter 23.12 of the Marin County Code, the County of Marin is a Nuclear Free Zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County of Marin is prohibited or restricted from contracting for services or products with, or investing County funds in, any entity involved in the development, production or maintenance of Nuclear Weapons or Nuclear Weapon delivery systems.

7.2.18 Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the County of Marin for honoring such a designation. The failure to so label any information that is released by the County of Marin shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County of Marin, the Proposer will be notified of the request and access to the material will be postponed until seven working days after said notification is made. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

7.2.19 Severability

If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

7.2.20 Warranty by Proposer

A copy or description of the Proposer's warranty, if different from or additional to that of the manufacturer, and including installation, shall accompany each Proposal for the item(s) proposed, detailing the scope and length of the warranty. Specify in detail:

- 1) The length and terms of the warranty/maintenance service provided with above and beyond manufacturer's warranty.
- 2) For each item, Proposer must specify if subcontractors will perform warranty/maintenance service, along with contact name and phone number.

Successful Proposer shall fully warrant all materials and equipment, and all service for a period of not less than one (1) year, against poor and inferior quality and/or workmanship from date of final acceptance by the County of Marin. Time is of the essence of this contract. Successful Proposer shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

7.2.21 Living Wage

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

7.2.22 Independent Contractor

The contractor/vendor agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The contractor is an independent solely responsible for contractor's acts. The resulting contract shall not be construed as an agreement for employment with the County.

7.2.23 Indemnification

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

7.2.24 Insurance

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.

7.2.25 Taxes

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

7.2.26 Workers Compensation

The Proposer acknowledges that it is aware of the provision of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract.

7.2.27 Nondiscriminatory Employment

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected by law. Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and location statutes, regulations and ordinances.

7.2.28 Examination of Documents

It is the responsibility of the bidders to carefully, thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, and addenda (if any). Bidders shall satisfy themselves as to the character, quantity, and quality of work to be performed and

materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified. The failure or neglect of the bidders to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a bid shall constitute an acknowledgement upon which the County of Marin may rely that the bidders have thoroughly examined and are familiar with the documents. The failure or neglect of the bidders to receive or examine any of the documents shall in no way relieve them from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

7.2.29 Form of Proposals

No oral, telephone, or facsimile proposals will be accepted.

7.2.30 Late Responses

All proposals submitted in response to this RFP later than the due date and time will be rejected and sent back to the vendor unopened.

7.2.31 California Public Records Act (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following).

7.2.32 Confidentiality

Each proposal, including all documentation submitted in response to this RFP, will be kept confidential until execution of a final agreement, whereas such time all documents become public records under state and local law. The County will not return the original or copies of the RFP response, including any proposals, and any such proposals will be considered public documents regarding which no expectation of compensation or claim of ownership shall remain with the proposer.

7.2.33 Use of Electronic Versions of the RFP

This RFP is also being made available by electronic means. By accepting by such means, the proposing firm acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Vendor's possession and the version maintained by the County, the version maintained by the County must govern.

End of General Conditions

8.0 SPECIAL PROVISIONS

8.1 Authorized Agent

Questions regarding this RFP shall be directed to eSignature@marincounty.org

All placement, replacement, complaints, substitutions, etc. shall be handled through the Information Services & Technology Department only.

8.2 Delivery

Delivery will be as directed by the approved proposal.

8.3 Invoicing and Payment

Payment by the County of Marin to Vendor shall be made in full, per invoice, with no partial payments allowed within thirty (30) calendar days after receipt of a correct invoice. Invoices shall be made per project/job. Invoices shall be e-mailed with a hard copy sent through the postal service. Invoices should reference the contract.

8.4 Final Acceptance

Final acceptance shall be made by the County of Marin at the delivery location described herein. Final acceptance shall consist of delivery of all items specified and satisfactory acceptance by the County of Marin. The County of Marin shall make no payment to Vendor without final acceptance.

Reservations

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

- a. Modify the scope of services as deemed appropriate.
- b. Reject any and all RFPs.
- 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.

Disclaimer

This document will not be construed as a request or authorization to perform work or supply product at the County's expense. This RFP does not represent a commitment to contract for services. The information in this RFP is accurate to the best of the County's knowledge but is not guaranteed to be correct or complete.

End of Special Provisions

Appendix A 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: _____

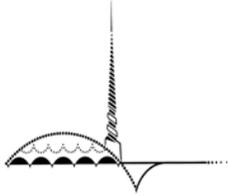
EXHIBIT "A"
SCOPE OF SERVICES (required)

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 _____.

Appendix B 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

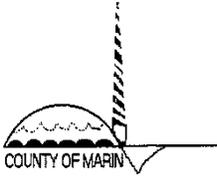
Signature of Authorized Representative Title of Authorized Representative

Date Telephone Number

Fax Number E-Mail

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

Appendix C 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**