

DEPARTMENT OF PUBLIC WORKS

THE MARIN COUNTY DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSAL (RFP) # 2881 UPDATE TO THE COUNTY'S ADA SELF-EVALUATION AND TRANSITION PLAN

June 18, 2025

On behalf of the Marin County Disability Access Program, the Marin County Procurement Division is seeking to contract for Self-Evaluation and Transition Plan services as described in this solicitation.

Proposal packages will be received through Wednesday, August 13, 2025, 2:00PM PST, at the Marin County Procurement Division, 3501 Civic Center Drive Room 304, San Rafael, CA 94903. Electronic submissions via [Bid Express®](#).

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

Copies, alternative formats and auxiliary aids of this RFP will be made available upon request by contacting David Lawlor in the Procurement Division at David.Lawlor@MarinCounty.Gov.

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

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

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INSTRUCTIONS TO PROPOSERS

General Project Description

The County of Marin is seeking to enter into a professional services contract with a qualified firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance in three areas: County of Marin policies and practices, County of Marin buildings, facilities and sites, and County of Marin public right-of-way facilities. This project will consist of conducting a Self-Evaluation and preparing an ADA Self-Evaluation and Transition Plan, that identifies barriers to accessibility, methods to comply and maximize accessibility, estimated costs to remediating the identified barriers, and a schedule to achieve ADA compliance.

Pre-Proposal Conference

- There will be an optional pre-proposal conference scheduled by the County. This conference should be approximately one (1) hour long.

Date/Time: Wednesday, July 2, 2025 @ 11:00 AM

Location: Microsoft Teams (Virtual)

Meeting ID: 261 901 419 979

Passcode: oN93v8Mo

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by **Wednesday, July 9, 2025**, no later than **02:00 PM PST**.

Questions asked after this date and time will not be considered. All questions shall be submitted to David Lawlor, Procurement Department via email, David.Lawlor@MarinCounty.Gov or through the Bid Express® online platform.

The subject line shall be: RFP # 2881 - Update to the County's ADA Self-Evaluation and Transition Plan - *Do Not Open*

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website and the [Bid Express®](#) on **Wednesday July 30, 2025**. It is the responsibility of all interested proposers to access the website(s) for this information.

Submittal Requirements

The Marin County Department of Public Works has transitioned its bidding processes to the [Bid Express®](#) online platform. Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at <https://www.bidexpress.com/businesses/53528/home>. Bidders must register for a free Bid

Express account to view project solicitations; download bid documents; see the plan holder’s list and submit bid RFIs.

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

Electronic submissions via Bid Express® OR One (1) written original (marked as such) and one (1) electronic copy proposal on a USB **Wednesday, August 13, 2025**, no later than **02:00 PM PST**. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Delivery Address:

Marin County – Procurement Division - ATTN: David Lawlor
3501 Civic Center Drive Room 304
San Rafael, CA 94903

All proposals shall be clearly marked “RFP # 2881 - Update to the County’s ADA Self-Evaluation and Transition Plan - *Do Not Open*” on the outside of the proposal package.

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

Timeline of Events

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

Release of RFP	Wednesday, June 18, 2025
Preproposal Conference	Wednesday, July 2, 2025
Deadline to submit Questions	Wednesday, July 9, 2025 – No Later than 02:00 PM PST
Responses to Questions	Wednesday July 30, 2025

Proposal Submission Deadline	Wednesday, August 13, 2025 – No Later than 02:00 PM PST
Selection of Finalists	Wednesday, August 20, 2025 (Tentative)
Product Demonstrations	Wednesday, August 27, 2025 (Tentative)
Identification of Apparent Winner	Wednesday, September 3, 2025 (Tentative)
Tentative Board Award Date	Tuesday, September 9, 2025 (Tentative)
Tentative Contract Start Date	Tuesday, September 9, 2025 (Tentative)

Opening of Proposals

Proposals will not be publicly opened or read.

Informed Proposers/ Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy 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 by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

The terms successful proposer, offeror, bidder, vendor, supplier and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a proposal. The terms County of Marin and Department; quote, bid, proposal; contract, and purchase order, may be used interchangeably in this solicitation.

Interpretation, Correction

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

Prices, Negotiations and Mistakes

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

Withdrawal of Proposal

Submitted proposals:

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

Terms of the Offer

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

END OF INSTRUCTIONS TO PROPOSERS

GENERAL PROVISIONS

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

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be David Lawlor, Procurement Division, David.Lawlor@MarinCounty.Gov.

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Award of Contract

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

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

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals are listed on **Page 10**.

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

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

any and all proposals, and to waive any informalities and minor irregularities in the proposals.

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

EVALUATION CRITERIA	PERCENTAGE
Qualifications and Experience	40%
Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.	25%
References/Performance History	25%
Cost	10%
Total	100%

Preferences

Whenever the County of Marin acquires services or supplies by purchase order and/or contract, the Purchasing Agent, in evaluating the price or proposal, shall award preferences based upon the following preferences. In no case shall the total of all preferences which a bid is eligible exceed fifteen (15.0) percent.

1. *Local Business Preference* - In accordance with County of Marin Code **3.10** there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. *Workforce Development Preference* - In accordance with County of Marin Code **2.50.070** Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.

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

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

Supplier Performance Management Program (SPMP)

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

Addenda

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

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

Change Orders

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

1. In the terms and conditions of the Contract
2. In the written specifications

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

Invoicing and Payment

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

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

DPW-Accounting@marincounty.gov

or

DPW Accounting

PO Box# 4186

San Rafael, CA 94913-4186

Assignment and Subcontracting

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

Force Majeure

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

Nondiscriminatory Employee

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

Fair Employment Provisions

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

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

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

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

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

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

Cancellation of Contract

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

Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by

written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option.

Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.
2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested timeframe
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service

Nuclear Free Zone

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

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

Damages

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

Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make

available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

<http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

Cooperative Agreement

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

Joint Procurement

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

Independent Proposer

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

Non-Appropriation of Funds

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

Compliance or Deviation to Specifications

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

Governing Laws

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

If applicable the entity, its owner, or its agents responding to this Request for Proposal shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1-18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6) totaling more than \$500 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), totaling more than \$500 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. If applicable, the entity, its owner, and its agents responding to this Request for Proposal shall submit the [Levine Act Disclosure Statement & Form](#) with the proposal.

Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

Conformity with Law and Safety

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

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

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

Attorney's Fees

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each party shall cover their own attorneys' fees and cost.

Proposer Agreement to Terms and Conditions

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

Right to Audit

County shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

California Public Records Act (CPRA)

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

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

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

Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall

indemnify and hold harmless the County of Marin from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Tax, California Non-Resident Income and Franchise Tax Withholding

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

END OF GENERAL PROVISIONS

PROJECT INFORMATION

Background

The County of Marin is seeking to enter a professional services contract with a qualified firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance in three areas: County of Marin policies and practices, County of Marin buildings, facilities and sites, and County of Marin public rights-of-way facilities. This project will consist of conducting a Self-Evaluation and preparing an ADA Transition Plan to include identified physical barriers to accessibility, the methods to improve accessibility, the estimated costs to remediating the identified barriers, and a schedule to achieve ADA compliance.

Proposals shall be submitted by firms that have a capable and demonstrated background in the type of work described in the Scope of Work. All interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings and shall meet or exceed the requirements and conditions set forth in this RFP.

The County of Marin intends that the successful Proposer shall provide the deliverables requested in accordance with the Terms and Conditions set forth in the Sample Agreement, including Attachments and appendices, with negotiated modifications.

General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. If the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any cost or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

An example of the County of Marin Professional Services Agreement (PSC) is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample PSC attached. Additional terms and conditions may be required and may be negotiated after award.

Submittal Requirements

The Proposal shall include the firm's name and address, telephone, email address and name of principal with contracting responsibility. The Proposal details must contain sufficient background to allow thorough evaluation and comparative analysis. The Proposal should include, as a minimum, the following information in addition to the areas outlined within the Scope of Work:

1. Qualifications of the Firm (Organization, Credentials and Experience/Firm Profile):

This section of the proposal should establish that the Consultant can satisfactorily perform the required work; the requisite previous experience on similar assignments; and the stability and professional standing of the Firm.

This section should include, at a minimum:

a. Firm Profile

- i. Provide a synopsis of the firm's history and qualifications and experience to show competency in providing similar services; identify the Project Manager; Demonstrate technical ability and experience to meet all identified tasks in the Scope of Work. Include a chart identifying the key personnel assigned to this project, including the name of the individual authorized to negotiate the contract on behalf of the consulting firm.
- ii. Provide a list of at least three (3) prior projects within the past five (5) years in which the firm provided ADA Self-Evaluation and Transition Plan services to government agencies. The list shall include the following:
 - Name of client
 - Location (County of Marin and state)
 - Start and completion date
 - Summary of the project and services provided
 - Client's contact information for reference
 - Sample final ADA Transition Plans completed for public agency clients

b. Litigation and Contract History

- i. Provide a brief description of any:
 - Conviction or indictment of the firm or any officer of the firm within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.

- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
- Termination of a contract for convenience or for cause.
- Proposer shall certify that Proposer has not been disciplined in the last five (5) years as a Consultant by any government body or professional association.

2. Qualifications of Personnel:

This section should identify the qualifications of the individuals, subcontractors, and/or suppliers that will be providing services to the County of Marin including knowledge of ADA standards and regulations.

- a. Provide an organization chart clearly showing all employees and/or subcontractors who will be performing the Self-Evaluation and transition plan services.
- b. Provide resumes, credentials and licenses of all employees and subcontractors who will be performing the services along with their qualifications, professional certificates, and experience detailing their knowledge of ADA standards and regulations, knowledge of digital accessibility requirements, specifically Web Content Accessibility Guidelines (WCAG) Version 2.2, and work with drafting ADA Transition Plans.
- c. Provide resumes of supervisors and project managers who will provide quality control.
- d. Include any credentials or licenses of any subcontractors who will be performing services. Subcontractor Staff performing inspections shall be certified access specialists (CASp) or equivalent.

3. Project References:

The Consultant shall provide five (5) Public Agency references with preferably at least one (1) jurisdiction within the State of California for ADA Self-Evaluation, transition plan, or similar services within the last five (5) years. Include the name of the Public Agency and the state(s) where the public agency is located (if Consultant has more than five Public Agencies references to choose from, please list Public Agencies located in California first). Each reference shall include the name of the contact person and their current address, telephone number, and email address. Other relevant references may be included in the appendix of the proposal. Show the length of time service was provided at each agency.

4. Understanding and Approach:

Describe the services and activities that your firm proposes to provide to the County of Marin. Include the following information:

- a. Include a statement of your understanding of the assignments; detailed description of your approach to implement all the items listed under the Scope of Work.
 - b. Describe your approach and methodology for achieving the tasks described in the Scope of Work. Consultants are strongly encouraged to suggest refinements and innovative methodologies that ultimately achieve the work products described in this document. County of Marin staff will be working closely with selected consultant to manage the project and help contribute to in-house tasks where possible.
5. Sealed Fee Proposal
 6. Conflict of Interest Statement
 7. Acknowledgement of Insurance Requirements
 8. Addenda Acknowledgement/Signature
 9. Appendices

Contract Term

The County of Marin seeks to have a final ADA Transition Plan completed twelve (12) months from the issuance of notice to proceed with an option to extend for an additional six (6) months. If the consultant deems this unreasonable based on prior experience, a suitable completion date shall be clearly identified in writing, and an explanation given as to why the preferred completion date would be unrealistic.

Pricing

It is the County's intent to award this contract for an amount not to exceed the limit of \$500,000. A budget of \$500,000 has been established for this project. Prices quoted shall be firm and fixed through the contract term and shall not exceed the specified amount indicated unless mutually agreed upon.

Minimum Qualifications/Experience Requirement

Proposers are required to have a minimum of five (5) years* of experience in commercial or government accounts of the same size and scope as described herein. Any proposer who cannot provide verifiable references for this minimum experience requirement may be considered non-responsive.

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

SCOPE OF WORK

Project Specifics

Marin County is a northern California county with a mix of urban and rural areas, known for its natural beauty, outdoor recreation, and close proximity just north of San Francisco. It has a total land and water area of 828 square miles and is home to about 262,000 people. The County of Marin shares the region with 11 cities and towns.

The Americans with Disabilities Act (ADA) became Federal law on January 26, 1992, with the fundamental goal of the ADA being to ensure equal access to civic life by people with disabilities. Title II of the ADA requires state and local governments to make their programs, services, and activities accessible to persons with disabilities. The County of Marin completed an initial Self-Evaluation and ADA Transition Plan in 1993 after the passage of the ADA in 1990. An updated Self-Evaluation of County of Marin-owned buildings and parks was completed (2008), which included limited data collection on curb ramp and sidewalk compliance.

The County of Marin wishes to retain a consultant to conduct a comprehensive Countywide Self-Evaluation and generate an ADA Transition Plan, which would identify existing physical barriers to accessibility, describe the steps to be taken, and estimated costs; the goal is to ensure that County of Marin programs, services, activities, facilities, and public right-of-way elements are made accessible to all individuals. The ADA Transition Plan shall be a living document to be used by the County of Marin to fulfill the legal obligation to remove barriers that limit access for people with disabilities to the County's programs and services.

Key Goals/Capabilities

Task 1: Project Management and Meetings

1. Project Management Plan (PMP): The consultant shall provide the PMP at the project kick-off meeting. The PMP must include:
 - Introduction: background, objectives, approach, etc.
 - Project organization: key personnel, project manager, and each person's responsibility/role in the project and contact information
 - Scope of work & contract document: scope, approach, prime contact, and contract documents
 - Project design procedures: design standards and criteria, report and drawing list, specification list, design reviews
 - Project administrative procedures: filing system and means of communication
 - Project budget, fee schedule, and invoicing format

- Consultant's proposal
 - All other related project information and deliverable(s) that the consultant shall provide:
 - Project Management Plan due at the kick-off meeting.
 - Meeting notices, agendas, handouts, as appropriate.
 - Updated project schedule due at the kick-off meeting and maintained throughout the project.
 - Monthly progress reports to accompany each monthly invoice.
 - Attend at least twenty-four status meetings with County of Marin staff. A kick-off meeting, interim bi-monthly progress meetings and a final completion meeting shall be held at a minimum, in addition to any required site visits and County of Marin staff meetings needed for Self-Evaluation investigations and document research. The Consultant shall also plan to attend and present the ADA Transition Plan to the County of Marin Board of Supervisors at a public County of Marin Board of Supervisors meeting.
2. Meetings: A project kickoff meeting will be conducted to confirm the Scope of Services and ADA Transition Plan development parameters. Status meetings will be conducted every other week throughout the duration of the project to track the overall project and facilitate the flow of information between the County of Marin, consultant, other agencies, other departments, and all other stakeholders. Additional as-needed meetings will be held to address specific concerns.
 3. Progress Reporting: Consultant will supervise, coordinate, monitor and review the project for conformance with standards, policies, and procedures. The consultant will provide the County with monthly progress reports, to document the consultant's progress on the project.

Task 2: Initial Investigation and Document Review

The consultant shall:

1. Review the County of Marin's [2008 Self-Evaluation](#) and facility surveys for County of Marin-owned buildings and parks, as-built drawings, and any other related and necessary reports that document the County of Marin's most recent land development changes.
2. Review the County of Marin's sidewalk inventory for public right-of-way data of sidewalks and curb ramps.
3. The County's Digital Accessibility Program is in the process of developing policies, procedures and plans, to comply with updated ADA Title II Regulations on digital

accessibility. Contractor shall coordinate with the Digital Accessibility Program to incorporate findings in the overall Self Evaluation and Transition Plan report.

4. Review all applicable County of Marin and regulatory agency policies and procedures related to accessibility including all local, county, state and federal policies, laws, regulations, and guidelines.
5. During the course of ADA Transition Plan development, the Consultant shall inform the ADA Coordinator, ADA liaisons from relevant departments, and designated County of Marin staff in the following areas:
 - Describe project delivery and necessary steps Consultant will perform
 - Applicable government code, statutes, and regulations related to the project
 - Procedures and forms to be used for performing field surveys and inspections
 - Procedures and forms to conduct Self-Evaluation surveys
 - Preparation of access compliance assessment reports
 - Using and maintaining the database and/or project map
6. Monitoring and updating the ADA Self-Evaluation and Transition Plan to determine usability of data from existing databases, inventories and assessments for integration into ADA Transition Plan.
7. Provide instruction and training for ADA Coordinator, ADA Liaisons, and designated County of Marin Staff on software and database for updating and maintaining final transition plan. All digital instructions and training to comply with the ADA Title II on digital accessibility, conforming to WCAG 2.2 AA.
8. Provide digitally compliant, (conforming to WCAG 2.2 AA) training manual or similar instructions for software and database products. (electronic copy).

Task 3: Comprehensive Countywide Self Evaluation and Field Surveys

This task shall be proposed and completed in three (3) specific areas as follows: A) Countywide Programs, Policies & Procedures, B) County Buildings, Facilities and Sites, and C) Public Right-of-Way Facilities.

- A. Countywide Programs, Policies & Procedures
 1. The Consultant shall develop the procedures and digital forms needed to conduct the Self-Evaluation surveys.
 2. The Consultant shall review and evaluate current County of Marin policies, programs, and practices to identify issues which may be discriminatory to people with disabilities. The review shall include, but not be limited to:
 - General nondiscrimination provisions, communications, grievance procedures, emergency procedures, and digital accessibility procedures
 - Determine whether employees and officials are familiar with the County of Marin's ADA obligations, including reasonable modifications to

policies, practices, and procedures, including arranging for auxiliary aids and services

- County of Marin policy documents
 - Current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, and transportation if provided.
3. The Consultant shall determine whether facilities have physical barriers to access programs. If non-structural changes should be made, the Consultant shall include them in an action plan. If structural changes are needed, they shall be included in the ADA Transition Plan, as appropriate.

B. County of Marin Buildings, Facilities and Sites (including parks and outdoor facilities)

The consultant shall:

1. Develop the procedures and digital forms needed to conduct field surveys of buildings, facilities and sites.
2. Develop assessments to evaluate County of Marin-owned and leased buildings and facilities for accessibility compliance, including but not limited to, evaluation of path of travel to the facility from the public right-of-way, on-site County of Marin-owned parking facilities and common areas throughout buildings and facilities.
3. Conduct barrier assessment surveys of identified public buildings and facilities that provide programs, services, or activities to the public, as appropriate. Surveys will identify physical barriers in each facility that could limit accessibility and shall be evaluated with the standards in place at the time the facility was built or altered using the Federal ADA Accessibility Guidelines (ADAAG) and the California Code of Regulations Title 24 Building Code (CBC).
4. Based on the barrier assessment surveys, develop access compliance assessment reports that comply with federal and state digital accessibility laws, for each facility to support the comprehensive assessment process, which shall include:
 - Executive summary
 - As-built verifications as it relates to ADA access
 - Barrier description and severity rating to measure relative impact to access
 - Digital photograph(s) and documentation of each barrier
 - Digital reference drawing(s)/maps showing the specific location of the barrier

- Proposed solution(s) to eliminate the barrier
 - Individual detailed cost estimates for each solution
5. Review all reports and develop facility diagrams for each building showing interior and exterior areas to be included in the ADA Transition Plan as appropriate and provide a comprehensive report. Consultant shall summarize the identified issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each barrier identified in the report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level within the facility.
 6. Refer to existing asset inventories that include County of Marin-owned and leased facilities, sites, outdoor facilities and the public right-of-way.

C. Public Right-of-Way Facilities

The consultant shall

1. Develop the procedures and forms needed to conduct field surveys for the Self-Evaluation.
2. Survey and evaluate the County of Marin's inventory of public right-of-way facilities for accessibility compliance including but not limited to curb ramps, crosswalks, sidewalks, shared use paths, pedestrian signals, on-street parking, bus stops and loading zones.
3. Identify barriers within the County of Marin's public right-of-way inventory. The data will identify physical barriers in public right-of-way that could limit accessibility and shall be evaluated with the standards in place at the time the facilities were built using the United States Access Board's most recent [the California Edition of the Manual on Uniform Traffic Control Devices \(CA-MUTCD\)](#), and, where appropriate, the [California Code of Regulations Title 24, Building Code \(CBC\)](#) and the [Federal ADA Accessibility Guidelines \(ADAAG\)](#).
4. Based on the data collected, the consultant shall provide summary data for each metric surveyed which shall include:
 - Barrier description and severity rating to measure relative impact to access
 - Digital photograph(s) of each facility surveyed
 - Digital reference maps showing the specific location of the barrier
 - Proposed modification(s) to eliminate the barrier
 - Individual detailed cost estimates for each solution
5. The Consultant shall review all data and develop a map showing all areas to be included in the ADA Transition Plan, as appropriate. The Consultant shall

summarize the data and identify issues that may limit physical access to individuals with disabilities to the public right-of-way. Each section of the summary report shall include a feasible modification or remediation, cost estimate for eliminating each barrier and the priority level of the facility.

6. Refer to Appendix C for public right-of-way inventories.

Deliverable(s) are as follows for each of the three (3) areas, as applicable:

1. For each of the three (3) areas, develop and provide to the County of Marin a database summarizing the data identified above, preliminary recommendations, and a list of recommended remedies including repair/replacement strategies, subject to the Consultant's review of federal, state, and local regulatory requirements.
2. Compile draft and prepare final reports as specified in Task 3 for each of the three (3) areas.
3. Develop facility reports for each site and building, identifying items that limit physical access to individuals with disabilities to public areas where program, services or activities take place. The reports should include a feasible solution, cost estimate for the removal of each barrier, and the priority level of the project.
4. Produce facility diagrams of the surveyed areas of County of Marin buildings, facilities, parking lots, parks, and the public street right-of-way for use in the final ADA Transition Plan. Diagrams shall note the location of the barriers that limit ADA accessibility.

Task 4: GIS Integration

This task shall be proposed and completed for facilities, sites, outdoor areas and public right-of-way facilities. The following items for this task shall be completed for each phase.

1. The Consultant shall develop a County of Marin asset inventory using GIS for curb ramps including, but not limited to, associated database with condition data, ramp type, slope, landing, detectable warning surface and other compliance information, including a compliance score for prioritization.
2. The Consultant shall develop a County of Marin asset inventory using GIS for sidewalks and condition data of sidewalks (uplifts, cracks, width, repair priority).
3. The Consultant shall develop a County of Marin asset inventory using GIS for marked on-street parking, including accessible parking with condition and

compliance data.

4. The Consultant shall develop a County of Marin asset inventory using GIS for pedestrian crossings (including signals) with condition and compliance data.
5. The Consultant shall develop a County of Marin asset inventory using GIS for pedestrian paths, multi-use paths and other pedestrian facilities within the County's right-of-way with condition and compliance data.
6. The Consultant shall develop a County of Marin asset inventory using GIS for all County facilities and sites that link to applicable Transition Plan data.
7. The County of Marin anticipates that the Consultant will use mobile devices for the field data collection using GIS data collection software Such as Field Maps and/or Survey 123.
8. Consultant shall coordinate with the County of Marin's GIS staff regarding format. The Consultant will define the fields for each feature data set and get approval from the County of Marin staff before beginning the field data collection.

Deliverable(s)

1. Electronic submittal shall be provided as a file geodatabase compatible with ESRI 10.x using coordinate system per NAD 1983 State Plane California_III FIPS 0403 (US Feet)
2. At the conclusion of evaluations of public buildings and parks and public right-of-way facilities, the Consultant will submit the GIS data to the County of Marin to be included in the County of Marin's GIS.

Task 5: Public Outreach

A public involvement process shall be part of the development of this updated Self-Evaluation and Transition Plan. It is critical the Consultant utilize a variety of community outreach methodologies throughout the duration of this project.

1. The Consultant shall propose and lead a public outreach plan and process that encourages participation and input from the community. It is critical Consultant provides engagement methods that reach all interested persons, including individuals with disabilities or organizations representing individuals with disabilities. The Consultant shall utilize digital tools that may include, but are not limited to, virtual community meetings, online surveys, or at a minimum, provide for the submission of comments virtually on this project to encourage public participation. The Consultant shall host community meetings or workshops to foster public outreach. All proposed engagement methods must be included in the public outreach plan that is submitted to the County of Marin for final approval before implementation. The Consultant shall ensure that all things digital related to public outreach shall be compliant with digital accessibility laws and regulations.

2. The Consultant shall work with the County of Marin staff to invite and attend either virtual or in-person meetings to include representatives of the County of Marin's community to review elements of the plan and provide comments. Staff envision this process as series of workshops with the community to gather public comment and for refinement prior to draft release of the ADA Transition Plan, based on the Consultant's previous experience.

Deliverable(s)

1. Provision of a public outreach plan for this project including a minimum of five (5) public workshops (one in each supervisorial district) with the appropriate presentation material(s).

Task 6: Database

This task shall be proposed and completed for all three (3) specific areas as follows: A) County of Marin Programs Policies & Procedures, B) County of Marin Buildings, Facilities and Sites (including parks and outdoor facilities), and C) Public Right-of-Way Facilities.

The following items for this task shall be completed for each area.

1. Project Database –The Consultant shall provide a database encompassing data for each of the primary categories/phases for the ADA Transition Plan using County of Marin-approved software. The Consultant may recommend appropriate database software for the County of Marin's consideration. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by County of Marin staff. The database shall correlate all components of the transition plan including but not limited to asset inventories, barrier assessment reports, facility diagrams, reference drawings, and photographs.

Deliverable(s)

1. GIS based database that conforms to the ESRI platform. The database shall be the property of the County of Marin when the ADA Transition Plan is complete. Electronic data files shall be submitted to the County of Marin utilizing County of Marin-approved software.

Task 7: Preliminary Cost Estimates

This task shall be proposed and completed for all three (3) specific areas as follows: A) County of Marin Programs, Policies & Procedures, B) Buildings, Facilities and Sites (including parks

and outdoor facilities), and C) Public Right-of-Way Facilities. The following items for this task shall be completed for each area.

1. In conjunction with the recommendations identified above, develop preliminary cost estimates, including contingencies, to implement Consultant recommendations for ADA accessibility in accordance with all federal, state, local and regulatory requirements. Consultant shall review contingences with County of Marin staff prior to submittal.

Deliverable(s) for each of the three (3) areas, as appropriate:

1. Consultant will develop a preliminary cost estimate technical submittal. All cost estimates shall be in a format that is agreeable to County of Marin staff. Backup and source information for all quantities and unit prices used by the Consultant should be included as an appendix. The deliverable shall be provided to the County of Marin in an electronic format.
2. Microsoft Excel files of all cost estimates shall also be submitted to the County of Marin.

Task 8. Final ADA Self-Evaluation and Transition Plan

1. Consultant shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review and County of Marin staff guidance. It will also include the compilation of the deliverables noted above, including the compilation of deliverables for tasks with multiple phases. The Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including, but not limited to the following:
 - Executive summary signed by the project manager
 - Methodology for the Self-Evaluation of existing barriers to accessibility
 - Summary of the findings of the Self-Evaluation of facilities, policies, programs, and practices
 - Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
 - Cost estimates of remediation measures
 - Implementation schedule that includes milestones or measures of achievement for monitoring implementation
 - Person responsible for implementation of the Transition Plan
 - Procedure for periodically reviewing and updating the Transition Plan
 - Proposed design and framework for a maintenance plan for ongoing compliance with accessibility laws and regulations.

2. Consultant shall provide a workshop for the County of Marin Council on the final ADA Transition Plan and plan to attend and present the final plan to the County of Marin Board of Supervisors for acceptance at a County of Marin Board meeting.

Deliverable(s):

1. Six (6) bound copies of the final ADA Self-Evaluation and Transition Plan executive summary for the County of Marin shall be provided as well as editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps associated with the field investigations and facility evaluations shall be delivered to County of Marin staff.
2. Workshop for County of Marin Board of Supervisors, or their designee, on the final ADA Transition Plan as well as attend and present at a County of Marin Board meeting for final acceptance.

Technical Requirements

1) Governing Standards

Consultant shall perform all services under the Agreement in conformance and in compliance with the following Governing Standards:

- [The U.S. Department of Justice's Revised Final Title II Rule](#): A Compilation of Regulatory Provisions and Guidance -- Nondiscrimination on the Basis of Disability in State and Local Government Services
- [The U.S. Department of Justice ADA Accessibility Guidelines \(ADAAG\) and the 2010 Standards for Accessible Design](#)
- [Sections 504 and 508 of the Rehabilitation Act of 1973, as amended](#)
- [World Wide Web Consortium Web Content Accessibility Guidelines \(WCAG\) Version 2.2 Level AA](#)
- [California Department of General Services' Division of the State Architect's California Access Compliance Reference Materials, inclusive of relevant California Building Code sections](#)
- [United States Access Board's most recent Public Rights-of-Way Accessibility Guidelines \(PROWAG\)](#)
- [Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices \(CA-MUTCD\)](#)
- [Standard Specifications for Public Works Construction \(SSPWC\) for general provisions, special provisions, and technical specifications](#)
- Other applicable Federal and State Standards

2) Conflicts/Design Exceptions

In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to County of Marin for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors, or omissions which is performed by Consultant shall be at Consultant's risk and expense including any Consultant work to remedy such shortcomings.

3) Reference Materials

Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata. Consultant shall have knowledge of and utilize all applicable Local, County, State, and Federal accessibility regulations, laws, guidelines, procedures, templates, rules, and resources in the development of this ADA Self-Evaluation and Transition Plan.

END OF SCOPE OF WORK

SOLICITATION DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ELECTRONIC SUBMISSIONS VIA BID EXPRESS® OR ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND ONE (1) ELECTRONIC COPY PROPOSAL ON A USB JUMP/THUMB DRIVE.

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

a.	Exceptions to the Scope of Work	Page 36
b.	Offer	Page 37
c.	Schedule of Proposed Fees	Page 38
d.	References and Performance	Page 39
e.	Statement of Qualifications	Page 40
f.	Attachment E - Debarment and Suspension Certification	Page 41
g.	Attachment F - Non-collusion Declaration	Page 42
h.	Levine Act Disclosure Statement (if applicable)	Page 46

Successful Proposer shall be **required** to furnish:

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

OFFER

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

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

REPRESENTATIONS AND CERTIFICATIONS

Proposer certifies the following

That they are a: _____ Certified Dealer/Vendor for the Items in this Bid

_____ Manufacturer of the Items in this Bid

Business is operated as: _____ an Individual

_____ a Partnership

_____ a Corporation

Incorporated in the

State of _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

Signature of person authorized to sign bid:

x _____

Printed name: _____

Title: _____

Date: _____

E-mail address: _____

SCHEDULE OF PROPOSED FEES

Schedule of Proposed Fees - include detail on what deliverables are provided under each task

Task	Description/Deliverables	Price
Implementation		\$
Annual Fee(s)		\$
Total Project Cost		\$

Optional Proposed Fees - include detail on what deliverables are provided under each task

Additional Task	Description/Deliverables	Price
		\$
		\$
		\$
		\$
		\$
Total Project Cost		\$

REFERENCES AND PERFORMANCE

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

1. Number of years in business: _____

2. Current average number of employees: _____

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

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name & Title

NON COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

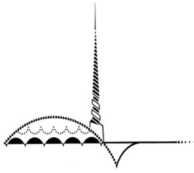
(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

Printed Name of Document Signer

Signature of Document Signer

LOCAL BUSINESS PREFERENCE CERTIFICATION

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



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

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

1. _____ has its principal place of business in Marin County; or

Describe: _____

2. _____ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: _____

3. _____ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: _____

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

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

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

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

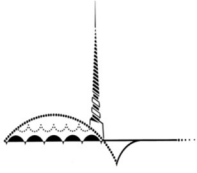
Contact Number

Title

E-Mail Address

WORKFORCE PREFERENCE CERTIFICATION

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



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

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

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

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

Describe: _____

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

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

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E-Mail Address

LEVINE ACT DISCLOSURE STATEMENT & FORM

The Levine Act applies to all agencies whose members are directly elected by the voters. It precludes these elected officials from participating in or influencing a decision to issue a "license, permit, or other entitlement for use" if he or she receives any political contributions totaling more than \$500 in the 12 months before the pendency of the license, permit or other entitlement for use, and for 12 months following the final decision, from the person or company awarded the license, permit or use. The Levine Act defines the phrase "license, permit or other entitlements for use" to include "all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises."

You must complete this form if you are a party, participant or agent that has contributed more than \$500 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, within the 12 months prior to a proceeding involving a license, permit or other entitlement for use, as defined in Government Code section 84308, subd. (a). Agents to a party include an attorney, engineer, architect, or other representative, and are subject to the requirements of the Levine Act in the same manner as parties and participants.

Parties are solely responsible for completing this form accurately and should refer to Government Code section 84308, et seq. and to California Code of Regulations, Title 2, section 18438, et seq. If you are uncertain about whether you are required to report or combine a contribution, you should consult with an attorney. Submit separate forms for each elected County officer to whom a contribution was made.

Title or Short Description of Proceeding:

Name of County Officer that Received Contribution: _____

Name of Party to the Proceeding: _____

Name of Person/Entity that Made the Contribution: _____

Contribution Date: _____ Contribution Amount _____

By signing below, I certify that the statements made herein are true and correct and that, as the party or agent to a party, I represent I will comply with California Government Code section 84308. I also agree to disclose any contributions made to an elected County Official that participates in this proceeding

Date

Signature of Party or Agent

Name of Party or Agent

ATTACHMENT A – PROFESSIONAL SERVICE CONTRACT (SAMPLE)

COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT 2015 - Edition 1

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically

updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

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

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

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

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

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

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

8. **SUBCONTRACTING:**

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

9. **ASSIGNMENT:**

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

10. **LICENSING AND PERMITS:**

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

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

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

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

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

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	

EXHIBIT F.

<input type="checkbox"/>	Federal Provisions Exhibit / Attachment 1	
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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: _____

SAMPLE

EXHIBIT "A"

SCOPE OF SERVICES (required)

SAMPLE

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 _____.