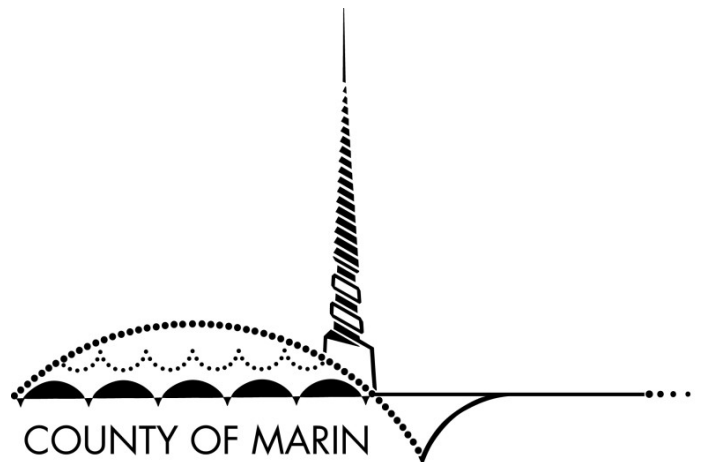


COUNTY OF MARIN

Request for Proposals #2890

Support Services for Immigrant Communities

Date Released:
Thursday, July 17, 2025



Submittals Due By:
5:00 pm on **Wednesday, August 20, 2025**

to the

Office of County Executive
3501 Civic Center Drive, Room 325
San Rafael, CA 94903
Attention: Jorge Molina
Jorge.Molina@marincounty.gov

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I. Project Information and Scope of Work

A. Proposal Requested

With immigrant rights at the forefront of conversations nationwide, the Marin County Board of Supervisors unanimously [passed a resolution](#) in March 2025 authorizing the County Executive to invest \$500,000 toward safeguarding immigrant communities.

The Marin County [Office of Equity](#), a division of the Office of the County Executive (OCE), is requesting proposals for support services for immigrant communities, including but not limited to:

- **Immigration legal services** (free or low-cost, high quality immigration legal representation and support including screening, affirmative representation, and removal defense); and
 - Budget: \$240,000
- **Direct support services** (immediate, flexible, and culturally responsive support to prevent housing instability, hunger, and related challenges) for individuals or families who have been impacted by detention or deportation.
 - Budget: \$185,000

The scope of work is detailed within this Request for Proposals (RFP).

B. Office of Equity Background

Marin County consistently ranks among the healthiest and wealthiest communities in California. However, these rankings often hide real disparities of access and opportunity. Despite its high per capita income and health ratings (Marin residents have the highest life expectancy in the state), Marin is also one of California’s most inequitable counties (ranking 54 of 58 in income inequality and among the most racially segregated).

Disparities are greatest by race in Marin County. A recent Race Counts report, released by Catalyst California, reveals that Marin is currently the fourteenth most racially disparate county in the state across a variety of indicators such as life expectancy, homeownership, and per capita income, to name a few. The COVID-19 pandemic also magnified existing disparities and amplified the vulnerability of low-income communities of color in Marin. These widening inequities have catalyzed urgent calls to action to address and eliminate these racial disparities.

The County established the [Office of Equity](#), a division of the Office of the County Executive, to advance anti-racist policies, promote the recruitment of a multicultural workforce, and deepen the County's accountability, community engagement, and transformational change efforts. The work of the Office of Equity includes identifying and addressing systemic barriers within County services and policies; engaging with communities to ensure their voices inform County decisions; and co-creating policies, programs and budgets that advance racial and social equity throughout Marin County.

C. Project Background

On January 14, 2025, the Marin County Board of Supervisors [approved a resolution](#) affirming the County's commitment to democracy and community in Marin, including their unwavering support for the rights, freedoms, and interests of all members of our diverse community, regardless of identity, background or immigration status. Since this action, the rhetoric, executive actions and policy/budgetary actions of the new federal administration has continued to target the immigrant community, among other marginalized groups.

In particular, immigrant communities are facing critical challenges to their safety, livelihoods and access to essential services. Since entering office, the federal administration has enacted multiple executive actions targeting immigration. These orders have led to an expansion of immigration arrests, detainments, and deportations across the country. The implementation of these actions has been swift and often without due process, contributing to intensifying levels of fear, concern and anxiety within Marin's immigrant communities. Highly publicized immigration raids have exacerbated this fear and anxiety. As a result, the sheer volume of need is overwhelming our safety net organizations, evidenced by growing waitlists for immigrant services and supports.

County departments and local nonprofits are working harder than ever to provide support services to immigrants and organize communities to ensure that immigrants continue to feel safe in their homes, workplaces, schools, and places of worship. The emerging need for increased legal assistance, education on legal rights, child and family supports, and other services for immigrants and their family members is growing rapidly and is exceeding the current capacity of local service providers. There is an urgency for the County to consider ways to provide more immediate support to these communities.

In March 2025, the Marin County Board of Supervisors unanimously [passed a resolution](#) authorizing the County Executive to invest \$500,000 toward safeguarding immigrant communities. This one-time allocation will augment and expand services provided by non-profit partners to support communities at risk of detention and deportation. This allocation will bolster legal education and assistance, children and family support

services, and other coordinated support services for immigrant communities across Marin to navigate the complexity and impact of federal actions.

In light of increased immigration enforcement activity across Marin, the County is providing \$75,000 of the \$500,000 allocation to bolster the [Marin Rapid Response Network](#), a community-led initiative that provides a 24/7 hotline for community members to report Immigrations and Customs Enforcement (ICE) activity and offers legal information and resources during and after a community member's arrest or detention.

With the remaining \$425,000 of the allocation, the County is releasing this Request for Proposals (RFP) for support services for immigrant communities. By using an RFP approach, the County aims to solicit the best thinking of nonprofit service providers, public sector agencies, research institutions and other entities serving Marin County.

The County is planning a 1-2 year funding period for the selected vendor(s); however, we anticipate additional funds will be available to build on and deepen the work conducted through this RFP in the future. Please see the "Scope of Work" section below for more details on the request.

D. Scope of Work

The Marin County [Office of Equity](#), a division of the Office of the County Executive (OCE), is requesting proposals for support services for immigrant communities, including the following categories:

- Category #1: Immigration legal services
- Category #2: Direct support services

Important: Please note that each category has a specific scope of work, eligibility criteria, and budget available. Applicants will need to clearly identify which RFP category they are proposing services for, and complete the required proposal information for each of those categories. Applicants can propose services for more than one category.

- **Category #1: Immigration legal services**

Given the federal administration's increased targeting of immigrants through the expansion of deportations, detention and enforcement actions across the State of California and nationally, access to affordable and reliable immigration legal services is a critical need for immigrant community members in Marin County.

The County of Marin is accepting proposals from non-profit community-based organizations and legal service providers to:

1. Provide low-cost and pro bono immigration legal services to residents across Marin County, focusing on communities with higher concentrations of immigrants. Services shall include, but are not limited to, legal screenings, direct representation in immigration proceedings, removal defense, and other ancillary immigration-related legal services as appropriate and within the scope of provider expertise.
2. Collaborate with other local and regional immigration legal service providers to ensure that the public is aware of the range of options available and resources are optimized within and among providers.
3. Develop, maintain and promote an updated list of legal resources (e.g., hotlines,

- lawyers, etc).
4. Actively partner and collaborate with the Marin Rapid Response Network (MRRN) and provide legal assistance to clients referred to selected contractor by MRRN.

The total budget for Category #1 is \$240,000.

The applicant must demonstrate cultural and linguistic competence, credibility, and capacity to reach and assist this population. The contractor must specify its data privacy and protection policies for its clients. The organization's services must be provided through a trauma-informed and healing centered approach. All services funded within this category must serve residents of Marin County and must focus on increasing access to and providing immigration-related legal services. Proposals from applicants that provide virtual legal services will be accepted and reviewed by the County.

The County will gauge success according to one or more of these indicators: increase in the number of immigrants receiving group or one-on-one legal services, number and type of successful legal outcomes for immigrant applicants, number of trainings provided, relationships built and coordination across nonprofit, public, and/or private legal services providers, among other indicators to be confirmed during the contracting process.

- **Category #2: Direct support services**

The County of Marin is accepting proposals from non-profit, community-based organizations to:

1. Design and implement a coordinated, countywide approach to delivering immediate, flexible, and culturally responsive direct support services to families of individuals who are impacted by detainment and deportation. Services may address issues such as housing instability, hunger, and other related challenges.
2. Provide timely engagement of immigrant communities to ensure that the service design and delivery meets key community needs and priorities.
3. Demonstrate a clear and actionable plan for administering timely, direct support services and connecting families of detained individuals with information and resources to support their physical, mental, and financial well-being.
4. Collaborate with the Marin Rapid Response Network (MRRN), Immigrant Rights and Justice Network, child and family service providers and legal service providers to provide timely and holistic services for impacted families.

The total budget for Category #2 is \$185,000.

The applicant must demonstrate the cultural and linguistic competence, credibility, and capacity to reach and assist immigrant communities. The organization's services must be provided through a trauma-informed and healing centered approach. All services funded within this category must serve residents of Marin County and must focus on increasing access to direct support services for immigrants.

The County will gauge success according to one or more of these indicators: number of individuals served, range of services offered to impacted families, relationships and coordination across nonprofit, public, and/or private legal services providers, among other indicators to be confirmed during the contracting process.

E. Eligibility Criteria

Please note that each RFP category has a specific scope of work, eligibility criteria, and budget. Applicants will need to review the specific scope of work and eligibility criteria for the RFP category they are proposing services for, and complete the required proposal information for each of those categories. Applicants can propose services for more than one category.

- **Category #1: Immigration legal services**

Applicants must meet all of the following qualifications.

1. Organization(s) must have an immigration attorney on staff with substantial experience in removal defense, or the immediate ability to hire an attorney with such experience.
2. Organization must serve Marin County residents. Organizations headquartered outside the Marin County must demonstrate a track record of service to the area.
3. Organization(s) must possess 501(c)(3) or 501(c)(6) tax-exempt status or have a fiscal sponsor with a 501(c)(3) or 501(c)(6) designation.
4. Organizations' services are available directly from the proposed staff in both English and Spanish and have the capacity to provide interpretation and translation in other languages as needed by clients.

- **Category #2: Direct support services**

Applicants must meet all of the following qualifications.

1. Organization(s) must possess 501(c)(3) or 501(c)(6) tax-exempt status or have a fiscal sponsor with a 501(c)(3) or 501(c)(6) designation.
2. Organization must serve Marin County residents. Organizations headquartered outside the Marin County must demonstrate a track record of service to the area.
3. Organization(s) must have a demonstrated track record of providing services to immigrant communities in Marin County.

End of Project Information and Scope of Work

II. Instructions

A. Solicitation Questions

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If any party planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall submit their questions and/or request clarification or modification of the document(s) in writing via email.

All questions must be emailed and received by Monday, July 28, 2025 no later than 5:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to Jorge Molina via email at Jorge.Molina@marincounty.gov. Phone calls and faxed questions will not be accepted.

Support Services for Immigrant Communities: RFP - 2025

The subject line of the email shall be: *RFP Immigrant Support Services – Solicitation Question*.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website no later than Friday, August 1, 2025 by the end of the day. It is the responsibility of all interested proposers to access the website(s) for this information.

B. Proposal Submittal Requirements

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

One (1) Electronic PDF version of the proposal is due Wednesday, August 20, 2025, no later than 5:00 pm local time. Completed proposals should be submitted to Jorge Molina via email at Jorge.Molina@marincounty.gov.

The subject line shall be: *RFP Immigrant Support Services – Submitted Proposal*.

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

1. **Cover Letter:** Provide a letter of introduction, no more than 1 page in length. The cover letter should also include a profile and brief description of the organization and indicate the RFP category for the proposal. The letter should also describe the organization's capacity to complete the Scope of Work. A designated primary contact for the duration of the contractual period should be identified.
2. **Staff Qualifications and Resumes.** Provide a brief description of the qualifications of key personnel, staff or sub-consultants assigned to the services. Include resumes/CVs for key staff and subcontractors; include any relevant biographical information regarding languages spoken and lived experience. Please make sure that each resume is no more than 1 page per team member.
3. **Organization Qualifications and Approach to Scope of Work.** This section shall briefly define the organization's qualifications and approach the Proposer will undertake to best serve the County's needs outlined in the Scope of Work. This section should include:
 - i. Specific experience and expertise in delivering culturally responsive and trauma-informed services to immigrant communities, including demonstrated cultural and linguistic competence, credibility, and capacity to reach and assist immigrant communities in Marin County.
 - ii. Experience and success/major accomplishments in performing the type(s) of services and programs outlined in the Scope of Work.
 - iii. Specific experience collaborating with multi-sector partners in

- performing the type(s) of services and programs outlined in the Scope of Work.
- iv. Clear articulation of the organizational capacity to deliver the services.
 - v. Contractors shall fully describe any exceptions to the written requirements and/or scope of the project. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance.
4. **Work Plan.** In a table format, describe your work plan for achieving the tasks outlined in the Scope of Work, including specific timeframes, deliverables, tools/ strategies, and clear benchmarks for measuring progress.
 5. **References and clients.** Provide two (2) references for similar work that your organization has provided within the last four (4) years. Include a brief description of the services, the agency names, contact names, email and phone numbers, dates of services performed and successful work completed.
 6. **Disclosure of any alleged significant prior or ongoing contract failures,** any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Marin reserves the right to reject any proposal based upon the Proposer's prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time and will be rejected.

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

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

C. Solicitation Documents to be Returned with Submittal

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

Submittal Document 1: Narrative Proposal (see Section B for Proposal Submittal Requirements)

Submittal Document 2: Offer

Submittal Document 3: Budget

Submittal Document 4: Debarment Suspension Certification

Submittal Document 5: Non-collusion Declaration

Submittal Document 6: Local Business Preference Certification

Submittal Document 7: Workforce Preference Certification

Submittal Document 8: Levine Act

If selected, successful Proposer shall be required to furnish the following:

- Certificate of Liability Insurance
- Additional Insured Endorsement naming “County of Marin” as additional insured
- W-9 Document
- Any other requested documentation related to this solicitation and/or Vendor Registration

D. Contract Term

It is the County’s intent to award this contract with a term of 1-2 years to complete the Scope of Work. Exact details of the contract would be defined in consultation with the vendor(s) during the application process.

E. Timeline of Events

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

Thursday, July 17, 2025	Request for Proposal released
Monday, July 28, 2025	Deadline to submit questions by 5:00 pm
Friday, August 1, 2025	Responses to questions released
Wednesday, August 20, 2025	Submitted Proposals due by 5:00 p.m.
August 21, 2025 - September 11, 2025 (Tentative)	County review period
Week of September 15, 2025 (Tentative)	Identification of apparent winner(s)
October 2025 (Tentative)	Contract start

F. 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.

G. Verbal Agreement or Conversation with County Officials

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

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

H. General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondents, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

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

End of Instructions

III. General Provisions and Award Evaluation

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

A. Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Jorge Molina, Jorge.Molina@marincounty.gov.

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

B. Award of Contract

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

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

C. Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals is listed in this RFP. All submitted proposals will be initially screened by a Selection Committee to determine completeness and eligibility. Incomplete or ineligible proposals will not be considered. A Selection Committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract. The Selection committee may include staff of the Office of County Executive, staff from the Marin Community Foundation, or other County representatives. The Selection Committee will review and make the final selection. Please reference the schedule for deadlines.

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.

Discussions/interviews may, at the County of Marin's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of

clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

Once a vendor has been selected, the Office of Equity will review and refine the specific scope with the vendor(s).

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

Evaluation Criteria	Percent
<p>Staff Qualifications</p> <ul style="list-style-type: none"> • Relevant professional and lived experience of key personnel in performance of comparable work. • Do the identified key staff have previous experience that demonstrates the ability to address the Scope of Work? 	20%
<p>Organizational Qualifications & Approach to Scope of Work</p> <ul style="list-style-type: none"> • How well does the applicant clearly and specifically demonstrate the organization’s experience and capacity to deliver immigrant support services across the county? • To what degree does the applicant have a proven track record of successfully serving or engaging immigrant communities? • To what extent does the applicant demonstrate the cultural and linguistic competence, credibility, and capacity to reach and assist the priority population? • Does the applicant’s approach for accomplishing the required Scope of Work demonstrate an understanding of the needs of immigrant communities? 	30%
<p>Work Plan</p> <ul style="list-style-type: none"> • Clear and thoughtful description of the organization’s work plan, including specific timeframes, tools/ strategies, deliverables, and benchmarks for measuring progress. • To what degree does the proposed services in the work plan address the complex needs of immigrant communities? • To what degree are the proposed services measurable? 	35%
<p>Budget</p> <ul style="list-style-type: none"> • Clear and transparent budget that aligns with the overall project approach. 	15%
Total	100 %

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

D. Preferences

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

1. Local Business Preference - In accordance with County of Marin Code 3.10 there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. Workforce Development Preference – In accordance with County of Marin Code 2.50.070 Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.
3. Recycled Product Preference – In accordance with County of Marin Code Marin Code 3.10.030b there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products. Provide specification sheets, environmental product declarations, or certified claims of recycled content for all products being sold or utilized in administering an awarded contract.

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

E. Supplier Performance Management Program (SPMP)

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

F. Addenda

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

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

G. Change Orders

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes 1) in the terms and conditions of the Contract and 2) in the written specifications.

No order, statement or conduct, written or oral, shall be treated as a change order unless in writing and signed by both parties.

H. Invoicing and Payment

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

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

Marin County Office of Equity
Attn: Jamillah Jordan
3501 Civic Center Drive, Room 325
San Rafael, CA 94903
or via email at Jamillah.jordan@marincounty.gov

I. Assignment and Subcontracting

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

J. Force Majeure

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

K. Nondiscriminatory Employer

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

welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

L. Fair Employment Provisions

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

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

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

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

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

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

M. Cancellation of Contract

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

N. Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the

time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option. The proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

O. Termination for Convenience

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

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

P. Nuclear Free Zone

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

<https://www.marincounty.gov/departments/board/boards-and-commissions/peace-conversion-commission>

Q. Damages

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

R. Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section

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

<https://www.marincounty.gov/departments/executive/economic-vitality/employer-resources/living-wage-ordinance>

S. Cooperative Agreement

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

T. Joint Procurement

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

U. Independent Proposer

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

V. Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the proposer with written notice. Such notice shall release both the County and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the County the balance of any advance payment made for orders

of goods and/or services which are outstanding, or which have not been received by the County.

W. Compliance or Deviation to Specifications

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

X. Governing Laws

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

Y. Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Z. Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

AA. Conformity with Law and Safety

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

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

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

BB. Attorney's Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

CC. Proposer Agreement to Terms and Conditions

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

DD. Right to Audit

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

EE. California Public Records Act (CPRA)

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

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

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

FF. Taxes

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

GG. Tax, California Non-Resident Income and Franchise Tax Withholding

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

End of General Provisions

IV. Submittal Document 1: Narrative Proposal

The applicant shall submit the Narrative Proposal (see Section B for Proposal Submittal Requirements).

Documents should be created in the following format:

- a. Text should be Times New Roman (12-point minimum font size) and unjustified (i.e., with a ragged-right margin)
- b. Pages should have margins of at least one inch on all sides (excluding headers and footers)
- c. If the proposal is lengthy, a Table of Contents should be included.
- d. PDF format is required.

VI. Submittal Document 3: Budget

Proposers are required to submit a detailed budget, articulating all direct, indirect and sub-contractual costs to the project. Applicants can use an Excel spreadsheet form and then convert the file to a PDF. The budget information must be included as a PDF.

Please structure this budget based on the deliverables outlined in the workplan with an estimate of hours required for each deliverable as a part of the description that provides context for your cost proposal. Travel costs should be included as part of the overall budget.

VII. Submittal Document 4: 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

VIII. Submittal Document 5: Non-collusion Declaration

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city],

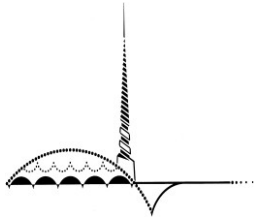
_____ [state].”

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

Printed Name of Document Signer

Signature of Document Signer

IX. Submittal Document 6: 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

X. Submittal Document 7: 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

XI. Submittal Document 8: 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