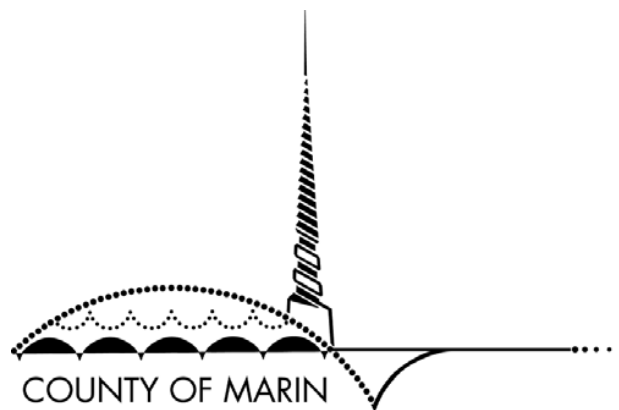


REQUEST FOR QUALIFICATIONS

FOR

ON-CALL CONSTRUCTION MANAGEMENT SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM



**STATEMENTS OF QUALIFICATIONS DUE
Tuesday, August 4, 2026, by 4:00 p.m.**

Submit Statement of Qualifications by email to:

Rachel Calvert

Rachel.Calvert@marincounty.gov

July 2026

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INTRODUCTION

The County of Marin Department of Public Works (County) is inviting qualified consulting firms to submit a Statement of Qualifications (SOQ) to provide on-call construction management services in support of the County's Pavement Management Program (PMP). The County anticipates selecting two or more qualified consulting firms ("Consultants") with which to execute Professional Services Contracts to provide construction management services to support the County Project Manager.

This procurement is intended to support delivery of the County's 2026 and 2027 Pavement Management Plans, which represent a significantly expanded construction program compared to recent years. The County is seeking experienced construction management professionals to supplement staff resources and provide the expertise necessary to successfully deliver this increased workload. While initially focused on the 2026 and 2027 Pavement Management Plans, the resulting contracts may also be used to support future Pavement Management Program projects throughout the contract term, as needed.

The County's Pavement Management Program is responsible for preserving, rehabilitating, and improving County-maintained roadways through cost-effective pavement preservation and rehabilitation strategies. The primary emphasis of this contract is the delivery of pavement-related construction projects; however, individual task orders may also include associated improvements necessary to successfully deliver those projects, including accessibility upgrades, roadway concrete, drainage improvements, traffic striping and signing, traffic control, utility coordination, retaining walls, slope stabilization, and other related transportation infrastructure improvements.

Construction management services may include, but are not limited to, resident engineering, construction inspection, contract administration, project documentation, progress payment review, change order management, schedule monitoring, project closeout, and, when identified in an individual task order, procurement, coordination, and management of special inspection and materials testing services.

Each contract will remain in effect for a period of three (3) years. Individual task orders will be issued on an as-needed basis and are anticipated to total up to \$2,000,000 per contract during the contract term. The amount of work assigned to each Consultant is not guaranteed and will depend on the County's needs, available funding, and each Consultant's ability to provide qualified personnel with the experience and availability necessary to meet the requirements and schedule of each assignment. Each task order will establish a project-specific scope of services, schedule, staffing plan, and negotiated level of effort. Compensation will be based on the Consultant's approved rate schedule and the negotiated not-to-exceed amount established for each task order.

Plans, specifications, and estimates will generally be prepared by County staff and/or engineering consultants. Advertising, bidding, and construction contract award will be performed by the County. Consultants may also be requested to provide pre-bid constructability reviews and other construction-phase support services necessary to facilitate successful project delivery.

SCOPE OF CONSULTANT WORK

It is the intent of the County to request a scope and fee proposal on a per-project basis from one or more of the successful on-call Consultants. The basic structure listed below is intended to provide a starting point for Consultants in the preparation of the proposal.

RESIDENT ENGINEER

The Consultant shall provide a qualified Resident Engineer to administer the construction contract and perform the duties customarily associated with the Resident Engineer role on California public works projects. The Resident Engineer shall provide leadership throughout construction, direct inspection activities, maintain complete project documentation, coordinate closely with the County Project Manager, and elevate matters requiring County review or approval. The following duties are intended to illustrate the anticipated scope of services and are not intended to represent a complete or exhaustive list of the Resident Engineer's responsibilities:

- Perform a thorough first-level review of all contractor submittals for completeness, compliance with the Contract Documents, constructability, and consistency with the progress of the work. Coordinate technical reviews with the appropriate delegated County staff and subject matter experts, as applicable, including traffic control plans, safety plans, and other specialty submittals. Consolidate review comments, identify conflicts or deficiencies, and provide recommendations to the County Project Manager prior to returning the submittal to the Contractor.
- Monitor contractor correspondence, Requests for Information (RFIs), submittals, and other contract communications. Maintain logs tracking receipt, review, disposition, and response times.
- Record and promptly advise the County Project Manager of work that, in the Resident Engineer's professional judgment:
 - Is not in conformance with the Contract Documents; or
 - May result in a claim for additional compensation or contract time.
- Schedule, facilitate, and document project meetings, including tracking action items, assigned responsibilities, and required follow-up.
- Monitor the Contractor's progress against the approved construction schedule, identify potential delays or impacts, and promptly advise the County Project Manager of schedule concerns together with recommended corrective actions.
- Ensure an approved Traffic Control Plan is in place prior to the start of work and monitor the Contractor's compliance with the approved Traffic Control Plan throughout construction.
- Coordinate with utilities, regulatory agencies, material testing laboratories, special inspection providers, and other project stakeholders, as appropriate.
- Review and verify monthly progress payments, including verification of quantities, supporting documentation, and compliance with the Contract Documents, and provide recommendations to the

County Project Manager.

- Administer Statements of Working Days and maintain documentation supporting contract time in accordance with the Contract Documents.
- Review and initial Inspector Daily Reports and prepare weekly Resident Engineer progress reports summarizing project status, significant activities, schedule impacts, potential issues, and recommended actions.
- Review and provide recommendations regarding contract administration matters, including potential contract changes and issue resolution.
- Prepare, review, and recommend County construction administration documentation, including Progress Payment Monthly Packages (PPMP), Pending File Estimates (PFE), Final Pay documentation (FP), and other documentation required by the County.
- Manage project closeout activities, including coordination of punch list completion, verification of record documents, warranties, final quantities, and turnover of project records to the County.
- Assist the County Project Manager during meetings and discussions with the Contractor, as requested.

Maintain a monthly log of pending and approved Contract Change Orders, including cost and time impacts.

INSPECTOR

The Consultant shall provide qualified Inspectors, as required by each task order, to perform field inspection services in support of the Resident Engineer. Inspectors shall perform the duties customarily associated with the Inspector role on California public works projects, maintain complete and accurate project records, and communicate effectively with the Resident Engineer regarding construction progress, quality, safety concerns, and potential contract issues.

Typical duties include, but are not limited to:

Read and become familiar with the Contract Documents prior to construction and throughout the project. Identify potential constructability concerns, conflicts, ambiguities, access constraints, right-of-way limitations, or other conditions that may affect construction and promptly discuss them with the Resident Engineer and County Project Management Team. Exercise sound judgment when reviewing the Contract Documents and seek clarification through the Resident Engineer when the plans or specifications require interpretation or direction from the Engineer.

- Inspect construction activities to verify compliance with the Contract Documents.
- Observe construction operations and promptly notify the Resident Engineer of work that is non-conforming, unsafe, or may impact contract cost, schedule, quality, or public safety.
- Prepare complete and accurate Daily Inspection Reports documenting work performed, labor and equipment, quantities, weather conditions, visitors, significant discussions, delays, and other pertinent project activities.

- Measure and document quantities of completed work to support progress payments and project records.
- Verify that materials incorporated into the work comply with the Contract Documents and that required material certifications, delivery tickets, and supporting documentation are received and maintained.
- Monitor field implementation of the approved Traffic Control Plan and promptly notify the Resident Engineer of deficiencies or deviations from the approved plan.
- Observe implementation of environmental protection measures, including Water Pollution Control Program requirements, and promptly report deficiencies to the Resident Engineer.
- Coordinate field activities with material testing laboratories and special inspection providers, as directed by the Resident Engineer.
- Maintain accurate records of field changes and information necessary for preparation of Record Drawings.
- Photograph construction progress, significant project activities, changed conditions, and potential contract issues, as appropriate.
- Participate in project meetings, field reviews, punch list inspections, and final acceptance inspections, as requested.
- Perform other inspection services necessary to support successful project delivery.

GENERAL

The Consultant is encouraged to propose an organizational structure that best meets the needs of each task order. The County recognizes that staffing requirements will vary depending on project size, complexity, funding source, and construction schedule. The Consultant shall be responsible for providing the personnel, experience, and resources necessary to successfully administer each assigned project in accordance with the Contract Documents and all applicable federal, state, and local requirements.

In addition to the Resident Engineer and Inspector responsibilities described above, individual task orders may include services such as:

- Assist the County with preparation of bid documents, including constructability reviews of plans and specifications.
- Prepare project documentation in accordance with County procedures and project requirements.
- Attend stakeholder coordination meetings, utility meetings, partnering meetings, and public outreach meetings, as required.
- Provide construction contract administration support.
- Prepare weekly project status reports for the County Project Manager.

- Assist with procurement, coordination, and management of special inspection and materials testing services, when identified in the task order.
- Provide project controls, schedule review, cost tracking, and risk identification, as requested.
- Assist with project closeout, including record documentation, warranties, final estimates, and project acceptance.
- Provide other typical construction management services necessary to support successful delivery of the project

CONTENTS OF STATEMENT OF QUALIFICATIONS

To maintain consistency in the evaluation process, the Statement of Qualifications (SOQ) shall be limited to a maximum of ten (10) pages using 8½" × 11" paper. Occasional 11" × 17" pages may be used for organizational charts and graphics. The text font shall not be smaller than 10-point. The cover letter, table of contents, section dividers, and resumes of proposed key personnel are excluded from the page limitation.

The Statement of Qualifications (SOQ) shall include the following sections in order listed:

1. Cover Letter

Include the primary consultant's name and business address, as well as the Project Manager's name, telephone number and email address. Summarize your understanding of the scope of services being requested and briefly introduce your team.

Address any exceptions to the Insurance requirements and/or the Professional Services Agreement, both of which are attached to this RFQ.

The cover letter shall be signed by an individual authorized to negotiate and execute a contract on behalf of the Consultant.

2. Roles, Responsibilities, and Individual Resumes

Clearly identify the prime consultant firm and subconsultant firms and define their respective roles within the project team. Provide relevant examples of projects on which the firms have worked together in the past.

Provide a project team organizational chart showing relationships between firms and/or individuals. Include contact information and a brief summary of the prime firm's and each subconsultant firm's organization and history.

Identify the proposed Resident Engineer, Lead Inspector, Project Manager, and other key personnel proposed for this on-call contract, including subconsultant staff. Excluding circumstances beyond the consultant's control, it is expected that the project team proposed under this SOQ will remain unchanged throughout the duration of the Project. Replacement of key staff without consultation with the County of Marin will not be allowed and may be grounds for termination of the contract.

Provide a brief résumé (not more than one page each) of each key team member.

3. Relevant Work Experience

Describe your team's experience with work of a similar nature to this request. Include similar type/size projects that your team has completed for a public agency. Provide a project description, services provided by the firm and/or subconsultants, involvement of SOQ identified team members, consulting fees and the project's construction cost. Discuss whether construction was completed on time and within budget.

Emphasis should be placed on experience delivering pavement preservation, roadway rehabilitation, and other transportation infrastructure projects.

Include only work experience, training or certifications that are most relevant to the project types and work scopes described in the Introduction section of this RFQ.

4. References

Provide a list of three former (within the past five years) or present clients, **not including Marin County**, for whom the SOQ identified Resident Engineer and Lead Inspector have performed relevant consulting services (name, title, agency, and telephone number).

5. Understanding and Approach

Provide a detailed description of your proposed approach to providing the requested construction management services, include bidding support through completion of construction and project closeout. The scope of services submitted with the proposal should include a numbered list of services organized more-or-less chronologically by project phase.

Describe the team's approach to managing multiple concurrent task orders, maintaining continuity of key personnel, communicating with the County, and successfully delivering projects on schedule and within established budgets.

FEE PROPOSAL

1. Submit the Statement of Qualifications (SOQ) and Fee Proposal as two separate PDF files. Each file shall be clearly identified with the Consultant's name and one of the following:
 - a. SOQ – On-Call Construction Management Services – Pavement Management Program
 - b. Fee Proposal – On-Call Construction Management Services – Pavement Management Program
2. The proposed hourly rate schedule shall remain valid for a minimum of thirty-six (36) months. Any annual or scheduled rate adjustments anticipated during the contract term shall be clearly identified in the Fee Proposal.
3. The approved hourly rate schedule will serve as the basis for individual task orders. Compensation for each task order will be established through a negotiated scope of services, staffing plan, level of effort, and not-to-exceed amount using the Consultant's approved rate schedule.

ADDENDA, SUBMISSION AND SELECTION PROCESS

Addenda to this RFQ, if issued, will be posted on the COUNTY OF MARIN website at:

<https://www.marincounty.org/depts/pw/bids-and-proposals>

It is the Consultant's responsibility to monitor the County's website and obtain all addenda issued for this RFQ.

Statements of Qualifications (SOQs) and Fee Proposals are due no later than **4:00 p.m. on Tuesday, August 4, 2026.**

Consultants shall submit two (2) separate PDF files by email to **Rachel.Calvert@marincounty.gov** with the following subject lines:

- **SOQ – On-Call Construction Management Services – Pavement Management Program**
- **Fee Proposal – On-Call Construction Management Services – Pavement Management Program**

Links to download proposal files will be accepted when file size limitations prevent direct email transmission.

The Fee Proposal shall not be reviewed until the County has completed its qualifications-based evaluation and ranking of the Consultants.

Proposals received after the stated deadline will be considered nonresponsive and will not be considered. A Statement of Qualifications or Fee Proposal may be withdrawn or modified by written request of the Consultant prior to the submission deadline. Any modified submission must be received before the stated deadline.

Submissions that are unsigned or submitted by an individual without authority to bind the Consultant may be considered nonresponsive.

The selected Consultant(s) will not be authorized to proceed until the Professional Services Contract has been approved and fully executed by the County of Marin.

All work products developed under any contract resulting from this RFQ shall become the property of the County of Marin.

Questions regarding this RFQ shall be submitted in writing by email to Rachel.Calvert@marincounty.gov no later than **4:00 p.m. on Wednesday, July 29, 2026.** Responses requiring clarification of the RFQ will be issued by written addendum. Oral interpretations or clarifications shall not be binding.

A Consultant Selection Committee will evaluate the Statements of Qualifications and rank the Consultants based on the qualifications, experience, project approach, references, and other evaluation criteria identified in this RFQ. The County reserves the right to make a selection based solely on the submitted SOQs or, if determined to be in the County's best interest, to conduct interviews with one or more of the highest-ranked firms.

CONSULTANT SELECTION TIMELINE

Milestone

Date

Distribution of RFQ

Friday, July 24, 2026

Deadline for RFQ Questions

Wednesday, July 29, 2026 – 4:00 p.m.

Responses to Questions / Final Addendum (if required)

Friday, July 31, 2026

Statements of Qualifications and Fee Proposals Due

Tuesday, August 4, 2026 – 4:00 p.m.

Evaluation of SOQs

August 5–6, 2026

Selection of Highest-Ranked Consultant(s)

Friday, August 7, 2026

Board of Supervisors Award

Tuesday, August 25, 2026

This schedule is tentative and subject to change at the County's discretion.

Evaluation Process

Statements of Qualifications (SOQs) will be evaluated by a County of Marin Selection Committee (Committee). The Committee may be comprised of County staff and other individuals with expertise or experience relevant to the services requested by this RFQ. The Committee will review and rank the Consultants based on the qualifications submitted. The evaluation and ranking of the SOQs shall be within the sole judgment and discretion of the Committee.

With the exception of SOQ and Fee Proposal submissions, all communications regarding this RFQ shall be **directed to Sharon.Ho@marincounty.gov, with a copy to Josh.Luck@marincounty.gov**. Consultants shall not contact or attempt to influence members of the Selection Committee regarding this procurement. Attempts to contact Committee members outside of the established procurement process may jeopardize the integrity of the evaluation and selection process and may result in disqualification.

The Committee will evaluate each SOQ meeting the minimum qualification requirements established by this RFQ. Consultants should ensure their SOQ accurately demonstrates their qualifications, relevant experience, staffing capabilities, and understanding of the requested construction management services. An SOQ that fails to demonstrate an understanding of the requested services or the ability to successfully perform the work may receive a lower evaluation score.

The County reserves the right to make a selection based solely on the submitted SOQs or, if determined to be in the County's best interest, to conduct interviews with one or more of the highest-ranked Consultants. If interviews are conducted, the selected Consultants will be notified of the interview requirements and any additional information requested by the County.

Upon completion of the qualifications-based evaluation, the Fee Proposal submitted by the highest-ranked Consultant(s) will be opened for the purpose of negotiating a Professional Services Contract. Following successful contract negotiations, staff will recommend award of the contract to the Marin County Board of Supervisors.

Statements of Qualifications will be evaluated using the Evaluation Criteria identified below. Each criterion will be scored on a scale of zero (0) to five (5) and multiplied by its assigned weighting factor. The weighted scores for all evaluation criteria will be totaled to determine the final ranking of each Consultant. The maximum possible score is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

EVALUATION CRITERIA

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Relevant Experience		35	
3	Project Team, Organization & Availability		25	
4	Scope of Services to be Provided		25	
5	References		15	
Total:			100	

GENERAL CONDITIONS

The issuance of this RFQ constitutes only an invitation to submit Statements of Qualifications (SOQs). The County reserves the right, in its sole discretion, to determine whether any SOQ satisfactorily meets the requirements of this RFQ. The County reserves the right to request additional information or clarification from any Consultant, to confer with any Consultant submitting an SOQ, and to reject any or all SOQs with or without cause.

Should the County withdraw this RFQ for any reason, the County shall have no liability for any costs or expenses incurred by any Consultant in the preparation or submission of an SOQ or related work. The County reserves the right to waive minor irregularities or informalities in any SOQ and may conduct interviews with one or more Consultants if determined to be in the County's best interest.

To minimize the potential for conflicts of interest or unfair competitive advantage, Consultants should be aware that, if selected to provide services under this RFQ, the County reserves the right to determine whether subsequent participation by the Consultant or its subconsultants on the same project may constitute a conflict of interest or provide an unfair competitive advantage.

The County reserves the right to reject any or all SOQs that fail to meet the requirements of this RFQ and to select the Consultant(s) that, in the County's sole judgment, best satisfy the County's needs.

Selection under this RFQ does not guarantee any minimum amount of work and does not establish an exclusive right to provide construction management services to the County. The County reserves the right to issue task orders to one or more selected Consultants and to procure similar construction management services through other contracts, agreements, or procurement methods whenever determined to be in the County's best interest.

A copy of the County's Professional Services Agreement is attached for reference and review. The required insurance coverages and limits are identified in the Agreement. By submitting an SOQ without exception, the Consultant acknowledges acceptance of the terms and conditions contained in the Agreement. The County reserves the right to reject any SOQ proposing exceptions determined by the County to be unacceptable.

All work products developed under any contract resulting from this RFQ shall become the property of the County of Marin upon completion of the contract.

All SOQs and related materials submitted in response to this RFQ shall become public records following contract award, subject to the California Public Records Act.

Conflicts of Interest

The Consultant shall disclose any currently known or potential conflicts of interest with the County. The Consultant's signature on the cover letter shall constitute a certification, under penalty of perjury under

the laws of the State of California, that the Consultant is not currently, and will not during the performance of services for the County, participate in any other work involving a third party with interests currently in conflict, or likely to be in conflict, with the County's interests without the County's prior written approval.

Levine Act

Consultants are responsible for complying with the requirements of California Government Code section 84308 (Levine Act), as applicable.

Attachment 1
Professional Services Contract Template

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2025 - Revised**

THIS CONTRACT is made and entered into this 12 day of June, 2026, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Software Solutions Team, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: provide comprehensive end-user training on Microsoft 365 software applications to the countywide staff of the County. ; 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 **\$50,000.00 per year for three years for a total of \$150,000.00** 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 6/12/2026, and shall terminate on 6/30/2029. 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. DIGITAL ACCESSIBILITY:

Contractor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version, including any and all other applicable law regarding accessibility requirements. Contractor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Contractor, and in any software, documents, videos, and/or trainings given and published by Contractor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Contractor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with Contractor around accessibility, understanding that it is the Contractor's responsibility to conduct accessibility testing, provide proof of compliance, and create accessible deliverables.

21. 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.

22. 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.: _____

23. ACKNOWLEDGEMENT OF EXHIBITS

☒ **Check applicable Exhibits**

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

EXHIBIT B.

EXHIBIT C.

☐	Scope of Services	
☐	Fees and Payment	
☐	Insurance Reduction/Waiver	

EXHIBIT D.
EXHIBIT E.
EXHIBIT F.

☐	Contractor's Debarment Certification	
☐	Subcontractor's Debarment Certification	
☐	Federal Provisions Exhibit / Attachment 1	

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

CONTRACTOR:

APPROVED BY

COUNTY OF MARIN:

By: _____

Name: _____

Title: _____

By: _____

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

County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of _____ per month not to exceed _____ during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) MILEAGE. COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at _____.
- (4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is _____. The maximum amount payable to Contractor under this Contract for this period shall not exceed _____.