

Request for Proposal
RFP #2880



**General Liability Third Party
Administrator Services**

ISSUE DATE: August 17, 2026

**Responses Due Date:
September 4, 2026 @ 5:00 PM PST**

Attn: Bianca Tummings, Purchaser II

County of Marin
Procurement Division

Table of Contents

Public Notice	3
General Project Summary	3
Funding Source	3
Minimum Qualifications.....	3
Instructions to Proposers.....	4
Schedule.....	4
Pre-Proposal Conference	4
Solicitation Questions	4
Submittal Instructions.....	5
Proposal Format.....	5
Award Evaluation	7
Interviews and Product Demonstrations Phase	8
Evaluation Criteria.....	8
Sustainability Preferences.....	8
Notice of Intent to Award	9
Performance Period and Budget.....	9
Budget.....	9
Contract Term	10
Appendix A: Scope of Work	10
Appendix B: Required Forms	14
Appendix C: General Provisions	22
SAMPLE PSC ATTACHMENT	34



Public Notice

Request for Proposal for Bid #2880 General Liability Third Party Administrator Services

Date Published: August 17, 2026

General Project Summary

On behalf of the Human Resources, Risk Management Division, and in conjunction with County Counsel, the County of Marin Procurement Division is requesting proposals from qualified firms to provide comprehensive third-party property and liability claims administration services. The selected Claims Administrator will work closely with Risk Management and County Counsel to maintain continuity of service for claimants and County staff, administer claims from initial receipt through closure, and support the County's self-insured liability program.

Marin County is located in the San Francisco Bay Area along California's northern coast, between San Francisco and Sonoma County. The County employs 2,626 regular-hire employees and approximately 700 extra-hire/contingent employees and volunteers across 22 departments.

County services include parks and open space preservation, public works, criminal justice, cultural services, fire services, and health, social, and welfare services.

The County is self-insured and maintains excess General Liability coverage above a \$1,000,000 self-insured retention.

Bidders can access this solicitation on the County of Marin's Contracting Opportunities website at <https://www.marincounty.gov/contracting-opportunities> and on the County of Marin Bid Express® website at <https://www.bidexpress.com/businesses/53528/home>.

There is no cost to submit a proposal or access the solicitation documents, addendums and required forms on the [Bid Express®](#) website. Bidders are required to register for a complimentary County of Marin Bid Express® account to download solicitation documents and to submit a proposal. How-to guides for first-time Bid Express® users are on the County of Marin Bid Express® homepage under 'Standard Documents'. Proposers are responsible for obtaining all addenda.

The County may elect to award a single contract or to award multiple contracts for the same or similar supplies or services to two or more sources under this solicitation.

Funding Source

This project is funded through the County of Marin self-insured General Liability program.

Minimum Qualifications

Proposals must demonstrate that the firm or team submitting the proposal ("Proposer") meets the following Minimum Qualifications to be eligible for consideration for this project:

The Proposer must demonstrate substantial and current experience administering claims for California counties, cities, special districts, or comparable public entities. Proposed claims personnel must possess working knowledge of the California Government Claims Act, public-entity statutory liability and immunities, claim-presentation requirements, late-claim procedures, public-employee claims, dangerous-condition liability, applicable statutes of limitation, public records and confidentiality requirements, Medicare reporting, and California civil litigation practices.

The Proposer must demonstrate procedures for identifying and escalating legal issues to County Counsel and shall acknowledge that the Claims Administrator is not authorized to waive County defenses, determine disputed legal issues conclusively, or provide legal advice to the County unless separately authorized and legally qualified to do so.

Business License Requirement

Proposers must possess a valid business license issued by the appropriate jurisdiction or the County of Marin. A copy of the business license must be submitted with the proposal. Failure to provide proof of a valid business license may result in the disqualification of the proposal.

Instructions to Proposers

Schedule

The following reflects the anticipated schedule for this solicitation. Dates are subject to change by written addendum.

SCHEDULE	
Issue Date	Monday, August 17, 2026
Deadline to Submit Questions	Wednesday, August 26, 2026 – 5:00 PM PST
Responses to Questions	Friday, August 28, 2026
Proposal Submission Deadline	Friday, September 4, 2026 – 5:00 PM PST
Interview/Demo Phase <i>(Optional)</i>	September 14 - 16, 2026 <i>(Tentative)</i>
Notice of Intent to Award	Tuesday, November 10, 2026 <i>(Tentative)</i>
Contract Start Date	Tuesday, December 1, 2026 <i>(Tentative)</i>

Pre-Proposal Conference

There will not be a pre-proposal conference scheduled by the County.

Solicitation Questions

Deadline to Submit Questions: Questions must be emailed or submitted through the County's [Bid Express®](#) website by the date listed in the Schedule. All emailed questions must be submitted to Bianca Tummings, Procurement Division at Bianca.Tummings@marincounty.gov with the email subject line: **RFP #2880 - General Liability Third Party Administrator Services**.

Questions submitted after the date and time listed in the Schedule will not be considered. Phone calls and faxed questions will not be accepted. All inquiries shall be directed to the responsible party. Contact with

any other County personnel or any undue “badgering” of such County personnel by the proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of a proposal.

Responses to Questions: Responses to all written questions concerning this solicitation will be posted on the [County of Marin Contracting Opportunities](#) website as well as on County’s [Bid Express®](#) website by the date listed in the Schedule. It is the responsibility of all interested proposers to obtain Responses to Questions Q&A and Addenda from the website(s).

Submittal Instructions

Sealed proposals must be submitted as follows:

Bid Express submittal: Submit solicitation documents via Bid Express® using the following link:

<https://www.bidexpress.com/businesses/53528/home>.

There is no cost to submit a proposal using Bid Express®. How-to guides for first-time Bid Express® users are on the County of Marin Bid Express® homepage under ‘Standard Documents’. Proposers are responsible for obtaining all addenda.

The County may elect to award a single contract or to award multiple contracts for the same or similar supplies or services to two or more sources under this solicitation.

Proposals will be considered late if not received by the date listed in the Schedule, regardless of postmark date, and will be rejected and returned to the proposer unopened. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned.

Proposal Format

Proposals must be typed, concise, well organized, and demonstrate the proposer’s understanding of Appendix A: Scope of Work. Proposals should not exceed twenty (20) pages, excluding appendices. The fee proposal must be submitted as a separate sealed document.

Responsive proposals shall be formatted in the following order to facilitate comparisons between respondents:

1. Letter of Transmittal (max 1 page)

- a. The letter shall be on Proposer’s letterhead and include the proposal contact’s name, mailing address, telephone number, and email address.
- b. The letter must address the Proposer’s understanding of the services being requested and any other pertinent information relevant to the Proposer’s ability to perform the work.
- c. The letter must identify the organization’s point of contact and be signed by an officer of the organization authorized to contractually bind the organization to the County.
- d. All Addenda received must be acknowledged in the Letter of Transmittal.
- e. Completed Offer Form (found in **Appendix B**) should be included in this section.

2. Team Introduction (max 2 pages)

- a. **Description of Team:** Describe proposed team’s qualifications specific to the requirements set forth under “Minimum Qualifications.”
- b. **Staffing:** Provide a description of the team organization. Identify the project manager and primary contact who will be available for the duration of the project. Identify each key personnel and their respective roles, including any subcontractors’ key personnel,

and briefly describe the experience and qualifications of the project manager and key personnel relevant to the Scope of Work.

- c. **Resumes:** Provide resumes for the project manager and key personnel only. Include relevant licenses, certifications, education information, and experience with engagements of comparable size and scope to this project. Included any resumes for any subcontractors used. Resumes should not exceed one single-sided page.

Note: If any key personnel identified in the Proposer's response become unavailable after award, the County must be immediately notified and resumes for any proposed substitute personnel must be provided for County approval. The County reserves the right to reject any proposed substitute personnel.

3. Understanding and Approach (max 2 pages)

- a. This section should establish that the Proposer understands the County's objectives and requirements, will demonstrate an ability to meet those requirements, and outline clearly and concisely the plan for accomplishing tasks specified Scope of Work.

4. Proposed Work Plan (max 4 pages)

- a. This section should present a work plan for the tasks described in **Appendix A: Scope of Work**. Discuss how the Proposer will conduct the identified task, identify deliverables, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal shall include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks, and milestones.
 - i. A written Government Claims Act workflow from receipt through rejection, settlement, litigation, and closure.
 - ii. Sample notices of insufficiency, rejection, deemed rejection, late-claim action, and claim acknowledgment.
 - iii. A sample statutory-deadline report.
 - iv. Proposed caseloads by examiner and supervisor.
 - v. Public-entity claim examples involving dangerous conditions, vehicle liability, law enforcement, employment-related torts, civil rights, inverse condemnation, and property losses.
 - vi. A transition plan and timeline.
 - vii. Business-continuity and disaster-recovery documentation.
 - viii. Cyber-incident response and notification procedures.
 - ix. Description of claims system and access.
 - x. Disclosure of all subcontractors used for Medicare reporting, investigations, appraisals, bill review, data hosting, payment processing, or other material services.
- b. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
- c. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work, attached as Appendix A. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

5. Data Transition

- a. Proposers must include a County-approved transition plan covering transfer of all open and closed files, financial transactions, reserves, diaries, litigation information, documents, images, payment history, coding, notes, and electronic data.
- b. Proposer must include in their plan validation of migrated data through reconciliation reports and certify that no records, deadlines, payments, or diary entries were lost or altered.

6. Relevant Work Experience (max 2 pages)

- a. Provide a list of clients served during the past five (5) years, identifying current clients and a contact name and telephone number for reference checks. Include at least three examples of recent engagements similar in size, scope, and substance to this project, with project results and references.
- b. Provide a general history of the organization, ownership information, an organizational chart, and annual audited financial statements for the past three years.
 - i. Include a sample loss run, at least two additional loss analysis reports, a detailed description of the firm's internal quality-control program, and copies of the firm's Equal Employment Opportunity, Anti-Harassment, and Reasonable Accommodation policies.

7. References

- a. Using the attached **"Minimum Requirements and References" form**, provide no more than three (3) client references, preferably other public agencies, for whom the Proposer's team has performed services similar to the attached Scope of Work. References should include the contact's name, title, organization, telephone number, email address, and a description of the specific projects and key individuals who participated in providing the services.

8. Cost Proposal

- a. Billing rates, product catalogues, cost breakdowns should be submitted as a separate document and sealed. A complete fee schedule for ancillary services so that investigation, property adjusting, court appearances, data conversion, programming, catastrophe response, and file transfer charges are not left undefined.

9. Required Forms (see Appendix B)

- a. Proposers must include the form(s) provided with this solicitation package in **Appendix B**. All forms must be signed by a duly authorized officer of the prime proposer's organization. Proposals not submitted on the form(s) provided, unless otherwise specified, may be deemed nonresponsive by the County of Marin Procurement Division.

Award Evaluation

Initial Evaluations

Procurement will perform an initial evaluation of all proposals for completeness and responsiveness. Incomplete, late, or ineligible proposals will be considered nonresponsive. Proposals must include all items listed in **Appendix B: Required Forms**, including any addenda. Responsive proposals will then be scored by a County evaluation panel or committee based on the evaluation criteria within this RFP.

Clarifications

Procurement shall, at its discretion, conduct optional proposer interviews or product demonstrations, evaluate proposer references, consult any current users of a proposer's services, and request for review

any other information deemed pertinent to the evaluation. Immaterial revisions may be considered after submission and prior to the issuance of the resulting notice of award, at the discretion of the County, to facilitate the selection of the most suitable proposers.

Interviews and Product Demonstrations Phase

The County may, at its discretion, conduct optional proposer interviews or product demonstrations and ensure full understanding of the solicitation requirements. Interviews may include responding to standard and specific questions from the evaluation panel or committee about a bidders' proposals. The score of any evaluation below may be revised or informed based on the proposer's interview. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of their response.

Interviews may be conducted virtually or on-site, lasting approximately 2 hours, and will be coordinated by Risk Management.

Evaluation Criteria

Proposals will be reviewed and evaluated using the criteria described in this section.

MINIMUM QUALIFICATIONS - Required Documentation	POINTS
Completeness of Response	Pass/Fail
Debarment/Suspension Verification	Pass/Fail
EVALUATION CRITERIA	
Expertise in Liability Claims Management	40
Knowledge of Law Relating to Liability	40
Company History, Stability, Staffing, and Caseload Management	40
Claims Management System, Reporting, and Loss-Control Capabilities	40
Team Qualifications and Similar Public-Entity Experience	40
Total	200
Sustainability Preferences	15 (max)

Sustainability Preferences

Sustainability is the integration of economic, social, and environmental considerations into procurement strategy, operations, and policy. Proposers are encouraged to apply these considerations when providing goods and services. 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 listed in Marin County, California Municipal Code (MCC).

- *Local Business Preference* - In accordance with County of **Marin Code 3.10.030a** there shall be a five (5.0) percent preference on the price (or evaluation of bid) submitted by a local county business.

- *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.
- *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.

In no case shall the total of all preferences which a bid is eligible exceed fifteen (15.0) percent. *This section shall not apply to transactions in which the allowance of these preferences are otherwise prohibited by state or federal statutes or regulation.* **Marin Code 3.10.030(c, d)**

Notice of Intent to Award

The County of Marin Procurement Division will announce the selected proposer by posting an award notice on the County of Marin's Contracting Opportunities website <https://www.marincounty.gov/contracting-opportunities> and on the County's Bid Express website <https://www.bidexpress.com/businesses/53528/home>. Additionally, proposers will be individually notified when the award is made.

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

- Certificate of Liability Insurance
- Certificate of Insurance coverage as specified in **Appendix C: General Provisions** and the County's sample PSC attached herein naming County of Marin as additional insured
- W-9
- Any other requested documentation related to this solicitation

If the selected Proposer fails to enter into a contract with County in a timely manner as determined by the County, in accordance with the terms and conditions of this solicitation document, the County reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

The County may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The County also reserves the right to cancel this solicitation at any time. Any and all proposals or bids may be rejected in whole or in part where the County determines such action to be in the best interest of the County.

Performance Period and Budget

Budget

Pricing shall be firm and fixed for the duration of each fiscal year. Any request for an increase must be submitted in writing at least ninety (90) days before the start of the applicable fiscal year; retroactive increases will not be considered.

Contract Term

The initial contract term shall be three years, beginning December 1, 2026, and ending November 30, 2029. The County may extend the agreement for up to two (2) additional one-year periods by mutual written agreement.

A sample County of Marin Professional Services Contract is attached. By submitting a proposal without exceptions, the proposer accepts the terms and conditions of the sample agreement. The final terms will be incorporated into a Claims Management Agreement.

Appendix A: Scope of Work

Claims Administration

Government Claims Act Compliance

The Claims Administrator shall ensure full compliance with the California Government Claims Act (Gov't Code §§ 810–996.6) as part of all claims-handling activities performed under this Agreement.

Statutory Claim Intake Requirements:

Review each claim upon receipt to determine timeliness, completeness, applicability of statutory defenses, and required follow-up actions.

Prepare and issue mandatory statutory notices including: Notices of Insufficiency, Notices of Late Claim, notices related to applications for leave to present a late claim, and formal Claim Rejection Notices.

Track and manage statutory deadlines including the 45-day action period, tolling periods, and the six-month lawsuit window following rejection.

Coordinate with County Counsel on claims involving complex statutory issues or those requiring Board action.

Maintain auditable records of all Government Claims Act compliance activities including notices issued, deadlines tracked, statutory determinations, and proof of service.

Provide monthly compliance reports showing timeliness, notices issued, statutory actions taken, and upcoming deadlines.

The Claims Administrator shall administer claims in compliance with the California Government Claims Act, Government Code section 810 et seq., and all other applicable statutes, regulations, ordinances, and County procedures.

For each claim, amendment, late-claim application, or other claim-related submission, the Claims Administrator shall:

1. Record the date, time, method, and location of presentation or receipt and retain all available envelopes, electronic transmission data, delivery records, and proofs of service.
2. Confirm that the claim was presented to an authorized County office or official and immediately notify the County of any potential presentation defect.
3. Evaluate whether the claim contains the information required by Government Code sections 910 and 910.2 and identify any apparent deficiencies.

4. Evaluate and calendar all potentially applicable claim-presentation periods, response periods, statutes of limitation, tolling issues, late-claim deadlines, and litigation deadlines.
5. Prepare, when directed by the County, notices of insufficiency, notices concerning untimely claims, recommendations regarding late-claim applications, notices of action on claims, notices of rejection, and other correspondence required by law.
6. Ensure that notices contain all statutory required language and are transmitted using an authorized method, with proof of mailing, personal delivery, or electronic service maintained in the claim file.
7. Immediately refer to Risk Management and County Counsel any uncertain, disputed, defective, late, amended, duplicate, misdirected, or legally sensitive claim.
8. Take no action that waives, extends, compromises, or prejudices a County defense without prior written County authorization.
9. Maintain a statutory-deadline diary with supervisory review and escalation procedures sufficient to prevent missed deadlines.
10. Provide the County with a periodic report identifying all pending claim-action deadlines, late-claim applications, rejected claims, potential litigation deadlines, and claims requiring County action.

Unless otherwise directed by the County, the Claims Administrator shall prepare all statutory notices for review and authorization by Risk Management or County Counsel. The Claims Administrator shall not issue a notice of rejection, notice concerning a late claim, notice of insufficiency, or other notice affecting a claimant's legal rights without County authorization.

When authorized to transmit a notice, the Claims Administrator shall use the form and service method approved by the County, confirm the accuracy of all dates, include all language required by law, and retain proof of service in the claim file.

For every rejected or deemed-rejected claim, the Claims Administrator shall calculate and diary all potentially applicable litigation deadlines, clearly distinguishing between deadlines resulting from written notice and deadlines potentially applicable where no compliant written notice was issued.

The Claims Administrator shall provide Risk Management and County Counsel with written notice of a potentially expiring litigation period at least 90, 60, and 30 days before expiration, or immediately if less time remains.

The Claims Administrator shall separately identify and process applications for leave to present a late claim. The Claims Administrator shall not characterize a document as a claim, late claim, or late-claim application without applying County-approved procedures and, when appropriate, consulting County Counsel.

The Claims Administrator shall calendar the County's applicable response deadline, prepare a factual chronology, identify the stated basis for the delay, and provide a written recommendation to the County. No late-claim application shall be granted, denied, returned, or otherwise acted upon without County authorization.

The Claims Administrator shall link all amendments and supplemental submissions to the original claim, preserve the original submission, evaluate whether the amendment relates to the same transaction or occurrence, and recalculate any affected County response deadline. Potential defects shall be promptly identified and referred to the County. The Claims Administrator shall not assume that a defect invalidates a claim or eliminates the County's obligation to respond.

Establish claims-handling and investigation protocols in collaboration with Risk Management and County Counsel.

Conduct a thorough investigation of all new claims and review every open file to determine status and develop a plan of action toward resolution or closure.

Apply accepted claims-management practices and County protocols consistently. The County historically averaged approximately 115 claims annually.

Create a claim file within twenty-four (24) hours after receipt of a claim form or accident report and promptly establish contact with the claimant.

Establish and maintain monetary reserves reasonably adequate for the expected value of each claim, in coordination with Risk Management and County Counsel.

Handle claims through conclusion, obtain appropriate releases and tax forms, and obtain County settlement authority before settlement discussions or commitments.

Report losses to the County's excess insurance carriers in accordance with applicable reporting requirements.

Promptly investigate material issues that may lead to litigation. Obtain County approval before using outside investigators, appraisers, or surveillance vendors, and fully document all investigative activity.

Litigation and Small Claims

Litigation management and defense will be controlled and closely monitored by Risk Management and County Counsel.

Refer all litigated claims to Risk Management and County Counsel unless otherwise directed, while maintaining an accurate open claim file that includes legal fees, costs, settlements, and judgments.

Assist in defending the County at Small Claims Court hearings, including appearances when requested, in coordination with the Risk Manager and assigned counsel.

Customer Service and Settlements

Respond to claimant inquiries within one (1) business day and to inquiries from Risk Management or County Counsel the same day when practicable, but no later than one (1) business day.

Provide clear, concise settlement authority requests that include claim analysis, liability assessment, valuation, and the examiner's recommendation. No settlement action may be taken without prior County authorization.

Subrogation

Pursue subrogation matters involving responsible third parties and work closely with County staff to resolve recovery issues.

Do not initiate subrogation litigation or settle a subrogation matter without County approval. Protect all statutes of limitation and notify the County in writing at least sixty (60) days before expiration.

Provide the County copies of all subrogation correspondence. The County retains the right to assume handling of any subrogation matter.

Data Management, Reporting, and Ownership

All claim records, documents, files, transcripts, and electronic data created or maintained under the agreement are the property of the County of Marin.

Provide County personnel and designated representatives online access to the claims management system at no additional charge, together with on-site or remote training for system use and standard or customized ad hoc reporting.

Provide recurring statistical and management reports, including loss trends, claim abstracts, actuarial reports, check registers, and reports required by excess carriers. Programming needed to produce agreed reports shall be provided at the Claims Administrator's expense.

Act as the County's reporting agent and comply with mandatory Section 111 reporting requirements under the Medicare, Medicaid, and SCHIP Extension Act of 2007.

Claim Reviews, Audits, and Loss Control

Participate in quarterly claim reviews with Risk Management, County Counsel, and other designated County officials to discuss status, strategy, reserves, and closure plans.

Proactively manage claims, identify loss trends, and recommend practical steps to mitigate future losses.

Cooperate with County contractual-compliance audits, actuaries, excess carriers, and other authorized reviewers, and provide all relevant records and assistance.

Financial Accounting and Trust Fund

Administer the County's General Liability trust fund checking account as agent for the County and use the account solely for claim payments and allocated loss expenses.

Provide secure check stock and maintain County-approved safeguards for funds and checks.

Provide a detailed monthly accounting and check register showing payment dates, check numbers, benefits, allocated loss expenses, and supporting documentation.

Accept responsibility for erroneous payments caused by the Claims Administrator; such amounts may be deducted from administrative fees.

Records at Termination

Upon termination or expiration, promptly return or transfer all records and electronic data to the County in good order and condition, without additional charge.

Provide data in a County-approved, commonly readable format, together with a data dictionary and sufficient technical assistance for transition to the successor administrator.

Appendix B: Required Forms

The following forms must be completed and submitted with the proposal as an Appendix unless otherwise specified below:

SOLICITATION DOCUMENTS TO RETURN
Cost Proposal (separately sealed)
Addendum Acknowledgement (if applicable)
Exceptions to the Scope of Work
Offer (include with Letter of Transmittal)
References and Performance
Debarment and Suspension Certification
Non-Collusion Declaration
Levine Act Disclosure Statement



OFFER

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

REPRESENTATIONS AND CERTIFICATIONS

Company Name: _____

Address: _____

Phone: _____

Website: _____

Proposer certifies the following:

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

_____ Manufacturer of the Items in this Bid

Business is operated as: _____ an Individual

_____ a Partnership

_____ a Corporation

Incorporated in the State of _____

Signature of person authorized to sign bid: x _____

Printed name: _____

Title: _____

Date: _____

Phone: _____

Email: _____



REFERENCES

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

Company Name: _____

Company Address: _____

Contact Person: _____

Phone number: _____ **Email:** _____

Services Provided / Date(s) of Service: _____

Company Name: _____

Company Address: _____

Contact Person: _____

Phone number: _____ **Email:** _____

Services Provided / Date(s) of Service: _____

Company Name: _____

Company Address: _____

Contact Person: _____

Phone number: _____ **Email:** _____

Services Provided / Date(s) of Service: _____



EXCEPTIONS TO THE SCOPE OF WORK

Contractors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance. Attach an additional sheet if more space is necessary.

<u>SECTION</u>	<u>PAGE NO.</u>	<u>DESCRIPTION OF EXCEPTION</u>



DEBARMENT AND SUSPENSION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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 _____

Signature of Authorized Representative

Printed Name and Title



NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

Signature of Authorized Representative

Printed Name and Title



LEVINE ACT DISCLOSER STATEMENT & FORM

Place holder

Appendix C: General Provisions

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

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.

Attorney's Fees

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

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 in this solicitation. 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.

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 denial by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

Cancellation of Contract

Without CAUSE, the County of Marin may cancel the contract at any time with thirty (30) days written notice to the supplier/contractor. With CAUSE, the County of Marin may cancel the 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 the contract without prior written consent of the County of Marin Purchasing Agent.

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.

Conformity with Law and Safety

Proposer 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 Proposer must be in accordance with these laws, ordinances, codes and regulations. Proposer shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance or 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, Proposer shall immediately notify the County by telephone. Proposer 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.

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.

Debarment and Suspension Certification

Title 48, Code of Federal Regulation, Part 9.4The 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.

Digital Accessibility

Proposer 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. Proposer is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Proposer, and in any software, documents, videos, and/or trainings given and published by Proposer 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.

Proposer 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 proposer around accessibility, understanding that it is the Proposer's responsibility to conduct accessibility testing and create accessible deliverables.

Non-Discriminatory Employee

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

By conducting business for or with the County, you are representing your commitment to rejecting inequities and discrimination in employment, services, and practices by ensuring fair and equitable treatment for all. To further this commitment, we encourage proposer from all backgrounds, sizes and experiences to submit proposals for County business opportunities.

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.

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.

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 respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. 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.

Governing Laws

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

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

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 Declaration shall be signed and returned with the submitted proposal.

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. Proposer 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 proposer 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.

Insurance Requirements

Contractor or Vendor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)

Professional Liability/Claims Administration Errors and Omissions Contractor shall maintain Professional Liability/Claims Administration Errors and Omissions Insurance with limits not less than **\$5,000,000 per claim and aggregate**. Coverage shall apply to negligent acts, errors, omissions, or failures in the performance of claims administration services, including investigation, evaluation, statutory deadline management, settlement, reporting, payment processing, and records management.

If written on a claims-made basis, coverage shall include a retroactive date no later than the start of services and be maintained for at least five years after contract completion.

Cyber Insurance, with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

If Contractor/Vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers) this coverage is also required.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor.

Maintain commercial general liability, automobile liability, and professional liability insurance with minimum limits of \$5,000,000, placed with carriers rated at least A- by A.M. Best. All deductibles and self-insured retentions must be disclosed and approved by the County.

Maintain a bank fidelity bond with a minimum limit of \$500,000, amended to protect the County from loss caused by the Claims Administrator or its agents, owners, officers, or employees. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County of Marin requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County of Marin.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County of Marin, its officers, officials, employees, and volunteers are to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance, at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10 and CG 20 37 forms if later revisions used. For Vendors ISO Form CG 20 15 12 19 is acceptable.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory**, with coverage at least as broad as ISO CG 20 01 12 19 as respects the County of Marin, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County of Marin, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance, including any excess policies, and shall not contribute with it.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

Notice of Cancellation

Each insurance policy required above shall state that coverage **shall not be canceled, except with notice to the County of Marin.**

Waiver of Subrogation

Contractor hereby grants to County of Marin a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County of Marin by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County of Marin has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County of Marin. The County of Marin may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County of Marin.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Marin.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

If coverage is canceled or non-renewed and ***not replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Contractor shall furnish the County of Marin with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the County of Marin before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County of Marin reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Marin is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County of Marin reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Interpretation and Corrections

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

Invoicing and Payment

Payment by the County of Marin to proposer 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 proposer shall submit an invoice only after services have been rendered to the following addresses:

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.

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>

Negotiation and Acceptance of Terms

Proposers offering terms other than those shown herein may be declared nonresponsive and will not be considered. Acceptance of proposer’s offer shall be limited to the terms herein unless expressly agreed in writing by the County of Marin. Proposer shall provide terms in Exception to Scope.

Nomenclatures

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

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.

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>

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.

Award Protest Procedures

Any protest of the proposed award of Contract to the bidder deemed the lowest responsive and responsible bidder must be submitted in writing to the County Purchasing Agent no later than 5:00 PM of the third (3rd) business day following the determination of the lowest responsible proposers, and

- The initial protest must contain a complete statement of the basis for protest.
- The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsive, responsible bidder.
- The party filing the protest must have submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder but must timely pursue its own protest.
- The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code,

filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

- The County shall review all timely protests prior to formal award of the Bid. The County shall not be required to hold an administrative hearing to consider a timely protest but may do so at the option of the County Purchasing Agent. When either the County Board of Supervisors or the County Purchasing Agent consider the award of the Bid, the awarding party shall consider County Counsel's assessment of the merits of any timely protests. The awarding party may
 - 1) request additional information,
 - 2) deny the protest and award to the lowest responsive, responsible bidder,
 - 3) accept the protest and award the bid to the lowest bidder that is found to be responsible and responsible or
 - 4) reject the protest and award to the lowest responsive, responsible bidder.
- These bid protest procedures shall not limit the County's ability to reject all bids.

Bid Protests based upon a staff recommendation to the County Board of Supervisors or Purchasing Agent, when authorized to award this project, that the apparent low bidder is not a responsive and/or responsible bidder shall be subject to the following procedure:

- The County Purchasing Agent or his/her designee shall provide notice to the apparent low bidder of its determination and recommendation to the County Board of Supervisors, or Public Works Director, that the bidder is not responsive and responsible stating the specific reasons therefore.
- The bidder shall no later than 5:00 PM of the second (2nd) business day following receipt of the notice, file any protest in writing with the County Purchasing Agent or his/her designee. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or evidence not previously set forth in the written submissions that reasonably could have been raised, the County will not consider such new evidence in the determination of the protest.
- The protest will be processed in the same manner as other protests are processed as described above.

Right to Audit

County shall have the right of audit and inspection of the Proposer's business records at any time during the term of this agreement. Proposer 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.

Supplier Performance Management Program (SPMP)

The Supplier Performance Management Program may be used to evaluate and assess contractor performance. This program shall 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.

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 proposers 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).

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.

Termination for Convenience

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

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

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.

Vendor Access

Awarded proposers must be registered in the County's financial ERP system. New vendor account registrations may vary dependent on provided documentation and internal approvals. Additional information on becoming a registered vendor with the County can be found at the following website <https://www.marincounty.gov/departments/finance/accounts-payable/register-vendor> .

Withdrawal of Proposal

Submitted proposals:

1. May be withdrawn prior to the opening date only by written request of the proposer;
2. May not be withdrawn within 60 calendar days after the proposal opening.

SAMPLE PSC ATTACHMENT

A sample contract is provided on the following page.